

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**



Contract 3855, I-15 Tropicana Interchange Design-Build
Tropicana Avenue interchange at I-15; construct grade separation at Tropicana
and Dean Martin; and construct HOV ramps at Harmon Avenue

PROJECT LABOR AGREEMENT

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NEVADA DEPARTMENT OF TRANSPORTATION

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement"), entered into this _____ day of _____, 202_ by and between, the Nevada Department of Transportation (hereinafter, "Department") and Southern Nevada Building and Construction Trades Council (hereinafter, the "Council") and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively, hereinafter the "Unions"), within the scope of this Agreement operated and owned by the Department for the Construction Work of the I-15 Tropicana Interchange Design-Build Project, hereafter defined and collectively known as the "Project."

All Contractors, as a condition of the award of a contract for performance of Construction Work on the Project, shall be required to sign a "Contractor Letter of Assent," in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project, and shall be bound to the terms of the Agreement. Upon their signing the Letter of Assent, the Contractor shall thereafter be deemed a party to this PLA, and along with the Department, the Council and the Unions shall hereinafter be defined and collectively known as the "Parties." The Department and the Design Builder shall monitor the compliance with this Agreement by all Contractors.

The Unions, Department and 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, except as may be provided for in Article II, Section 2. 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.

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

ARTICLE I **PURPOSE**

It is mutually understood and agreed that the terms and conditions of this Agreement are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the Parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.

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, slowdowns or interruption of work and the Contractor agrees not to engage in any lockout.

The Parties are committed to providing open access to bidding opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the public a project of the highest quality. Further, the Parties agree to cooperate throughout the term of this agreement to develop methods to reduce the Department's construction and Project administrative costs.

ARTICLE II **SCOPE OF AGREEMENT**

The Agreement, shall apply and is limited to all Construction Work, as defined in Appendix A and Section 1 of this Article, performed by those Contractors of whatever tier that have contracts awarded for such work on or after the effective date of this Agreement.

Section 1. The Project is specifically defined as and limited to: Construction Work to demolish and reconstruct the Tropicana Avenue interchange at I-15; construct grade separation at Tropicana and Dean Martin; and construct HOV ramps at Harmon Avenue, and as may be further set forth in the Design Build Contract, contract number 3855

It is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under this Agreement. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of this Agreement. Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

It is understood by the Parties that the Department may at any time and at its sole discretion determine to add, modify or cancel the Construction Work scope of this Agreement, provided that such Construction Work is also added, modified or canceled in the Design Build Contract.

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

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, 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.

(b) Equipment and machinery owned or controlled and operated by the Department.

(c) All manufacture and handling of materials, equipment or machinery not performed on the Site of Work.

(d) All employees of the Department, design teams or any other consultants of the Department not performing Construction Work within the scope of this Agreement.

(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; and/or by the Department or its contractors (for work which is not part of the scope of this Agreement).

(f) Off-site maintenance of leased equipment and on-site supervision of such work.

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee.

(h) Services provided which are incidental to the project and do not fit within the classifications and job descriptions that require payment of Prevailing Wage.

(i) Laboratory specialty testing or inspections not ordinarily done by the signatory local unions.

Section 3. (a) Department 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, should such Contractor be awarded work covered by this Agreement.

(b) A copy of the Letter Assent executed by the Contractor shall be provided to the Department and the Council prior to requesting approval of the subcontractor from the Department, as required, and before work may be performed on the Project by the subcontractor, and/or the dispatch of employees to the job site.

Section 4. (a) The provisions of this Project Labor Agreement (including the Master Labor Agreements (MLAs)), 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. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by an MLA, the provisions of this Agreement shall prevail. Where a

subject is covered by the provisions of an MLA and is not covered by this Agreement, the provisions of the MLA shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any MLAs for determining the wages, hours and working conditions of employees on the Project shall be resolved by a mutually agreed upon arbitrator, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced MLAs 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. (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Design Builder to have each of its Contractors sign the Subscription Agreement with the appropriate Union prior to the contractor beginning Project work.

Section 5. This Agreement shall only be binding on the signatory Parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to the Construction Work within the scope of this Agreement, as set forth in Section 1 of this Article, for which bids have been received on and after the effective date of this Agreement, Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any Contractor before the effective date of this Agreement or which may be performed or contracted by the Department for its own account on the property or in and around the Site of Work.

Section 7. 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 employment status, joint or otherwise, between the Parties to this Agreement.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict the Department or its employees from performing work not covered by this Agreement on or around the Site of Work. As areas of covered work are accepted by the Department, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Department to engage in repairs or punch list modifications.

Section 9. It is understood that the Department, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time.

ARTICLE III
LABOR/MANAGEMENT COOPERATION AND
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, representative(s) of the Department and the Design Builder will meet quarterly with the representative(s) of the Council and the Unions to promote harmonious and stable labor/management relations on this 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, Department and Design Builder representatives will give a report on the safety and progress of on-going contracts, Equal Employment Opportunity (EEO) compliance, reasonable representation of minorities and women in the crafts 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. The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Department and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The purpose of the committee will be to resolve disputes and, misunderstandings.

The Committee shall meet at the call of the Joint Chairs of the quarterly Labor/Management Meeting to discuss any labor/management problems that may arise or any other matters consistent with this Agreement. Department 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) 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 by any Union. The Unions and the Contractors each agree to notify the other party upon discovery of any potential violations of this Agreement or any practices that might lead to a misunderstanding or dispute between the parties. 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 Union(s) 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.

Section 2. For Unions now having a job referral system as contained in an MLA, 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.

Section 3. In the event that Unions are unable to fill any requisitions for employees within forty-eight (48) 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 and social security numbers of any applicants hired from other sources and refer the applicants to the Union for dispatch to the Project prior to the commencement of any work by such employees.

Section 4. The 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 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.(Insert MC3 and apprenticeship language).

Section 5. In the event that a signatory Local Union does not have a job referral system as set forth in Section 2 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union, prior to the commencement of any work by such employees.

Section 6. (a) The parties recognize the Department's interest in providing opportunities for all Contractors to participate on the Project which may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that Contractors will have an opportunity to employ their employees on this Project, the parties agree that in those situations where a Contractor not a party to the current MLA with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the local will honor, referral of

persons who have applied to the local union for Project work and who meet the following qualifications which shall constitute a “qualified employee:”

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) (except for apprentices and trainees) have worked a total of at least two thousand (2,000) hours at the level of a journeyman in the specific construction craft in which they are working during the prior three (3) years;
- (3) were on the Contractor's active payroll for at least one hundred twenty (120) 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 qualified 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 seven (7) qualified 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 qualified employees to hiring hall referrals as was applied in the initial hiring.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of qualified employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any qualified employees. Upon request by any Party to this Agreement, the Contractor hiring any qualified employee shall provide to Project Labor Coordinator satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the qualified employee's qualification as a qualified employee to the Project Labor Coordinator and the Council.

Section 7. The Parties agree that to the extent allowed by law, and in cases of Underutilization, the Union will refer minority and female workers, as long as they possess the requisite skills and qualifications.

Section 8. Except as provided in Section 6(b) above and Article V, Section 3, individual seniority will not be recognized or applied to employees working on the Project.

Section 9. The selection 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 representative of the Union(s) shall have access to the Project provided that they do not unduly interfere with or impede the work of the craft employees or others and further provided that such representative fully complies with established Project rules

Section 2. Each Union shall have the right to designate a working craft employee as steward for each Contractor employing such craft on the Project. Such designated steward shall be selected from employees working on the project, shall be qualified worker assigned to a crew and shall perform the work of that craft.

(a) The steward shall not perform supervisory duties.

(b) Under no circumstances shall there be nonworking stewards.

(c) Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties.

(d) In addition to their 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, Contractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of their union duties.

(e) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may elect to have the Union appoint additional working stewards to provide independent coverage of one or more such locations, or allow the existing steward reasonable time away from their work duties to service such other locations with approval from their supervisor, which approval will not be unreasonably withheld.

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

(g) The Contractor agrees to notify the appropriate Union one business day 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 MLA, 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 Department shall be notified immediately by the Contractor.

(h) On work where the personnel of the Department may be working in close proximity to the construction activities, the Union agrees that the Union representatives, stewards and individual workers will not interfere with personnel, or with personnel employed by any other employer not a party to this Agreement.

Section 3. 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 deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

ARTICLE VI **MANAGEMENT'S RIGHTS**

Section 1. The Contractor retains the full and exclusive authority for the management of its operations, as set forth in this Article, unless expressly limited or required by the other Articles of this Agreement or an MLA. 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 specialty items which may be furnished by the Department may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where necessary to protect a manufacturer's written warranty or where the employees working under this Agreement lack the required skills to perform the work.

Section 3. The use of new technology, equipment, machinery, tools and/or labor-saving 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 MLAs) 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 Site of Work 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 180 calendar days. Department 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 IX, Section 4 or Article XVIII, Section 3, it will notify in writing the Council representative(s), advising them of the alleged violation. The Council representative will immediately instruct, order and use the best efforts of his office to cause the Local Union(s) to cease any violation of this Article. After complying with this obligation, the Council shall not be liable for unauthorized acts of the Local Union.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Department setting forth the facts which the Union contends violate the Agreement, at least one business day 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 Department's decision to terminate or suspend work on the Project or any portion thereof for any reason, provided the Parties are given thirty (30) calendar days' notice. This provision will not affect the Contractor's right to suspend or terminate work on any portion of the Project for operational or special circumstances.

Section 4. (a) Payments to Health & Welfare, Pension and to Other Established Fringe Benefit Funds and Payment of Weekly Payroll. Notwithstanding the provisions of this Article, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket, handbill or demonstrate) from a particular Contractor who Fails to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds ("Trust Funds") in accordance with the provisions of that particular Contractor's current labor agreement with the particular Union; or fails to timely pay its weekly payroll.

(b) Prior to withholding its members' services on account of a failure to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give at least ten (10) days' (unless a lesser period is provided within the applicable craft union agreement, but in no event less forty-eight (48)

hours') written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Contractor and to the Design Builder. Representatives of the Parties to the dispute will meet within the ten-day period to attempt to resolve the dispute.

Section 5. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the project site 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 6(h).

Section 6. Any party, including the Department, whom the Parties agree is 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 4 of Article IX, or Section 3 of Article XVIII is alleged:

(a) A party invoking this procedure shall notify the arbitrator, whom the Parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, they shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Building Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by overnight mail or e-mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator or their alternate shall set and hold a hearing within one business day if it is contended that the violation still exists, but not sooner than one business day after the notice required by Section 3, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed one business day unless otherwise agreed upon by all Parties. A failure of any party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or, except as expressly provided by Section 6(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 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 arbitrator's award as issued under Section 6(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their last known address by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or Parties and the party or Parties' respondent.

(h) If the 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 6(d) above, the Union(s) shall, within eight (8) hours of receipt of the award, direct all of the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the arbitrator's award, and the Union(s) has not, within eight (8) hours of receipt of the award, directed all of the employees they represent on the Project to immediately return to work, then the Union(s) shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the Department, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the trade has not returned to work. If the arbitrator determines that a lockout has occurred in violation of Section 1, he shall be empowered to award backpay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this section and Section 2 of this Article.

Section 7. 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 8. The Department 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, 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. The Council shall assign a representative to this Project for the purpose of assisting the Contractors, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work on the

Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

Section 2. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, Section 1, or Article IX, Section 4) shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Local Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor and to the Design Builder 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 three (3) 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) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential, except as to the Parties directly involved.

(b) Should the Local Union(s) or any other Contractor have a dispute with the other party 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 Project Labor Agreement Joint Administrative Committee ("JAC") under Article III for adjustment.

(c) All disputes, grievances, and complaints of discrimination, harassment and/or of violations of EEO, regardless of merit, shall be reported, to the Department's Contract Compliance Manager, by the representative Union and the Design-Builder within 10 days of notice.

Step 2. The Business Manager of the involved Local Union or his designee, the site representative of the involved Contractor, and the General Contractor shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2 or by the JAC in the case of a Local Union or Contractor dispute, either party may request in writing within seven (7) working days after the initial Step 2 meeting or the meeting of the JAC, that the grievance be submitted to an arbitrator selected from a permanent panel of

three (3) arbitrators pre-selected by the Parties to this Agreement. If the panel has not been agreed upon by the Parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. 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 involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Failure of the respondent party to adhere to the time limits established herein shall constitute a default acceptance of the claims and remedy stipulated in the written grievance. 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. 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. Department's Contract Compliance Manager shall be notified by the involved Contractor of all 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 AND PRE-JOB CONFERENCE

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "**Plan**") currently in effect or any successor Plan.

Section 2. (a) All jurisdictional disputes between or among the Unions and Contractors, Parties to this Agreement, shall be settled and adjusted according to the present Plan for the Settlement of Jurisdictional Disputes 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.

(b) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan and the Arbitrator's hearing on the dispute shall be held at the office of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, sympathy strike, picketing, slowdown, withholding of work, refusal to work, walk-off, sit-down,

stand-in, wobble, boycott, handbilling directed at this Project, bannering, disruptive activity or other work stoppage of any kind for any reason, or interference with work on the Project that is excluded from the coverage of this Agreement, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. 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. There shall be no strike, work stoppage or interruption in protest of any such award or any resolution.

Section 5. Design Builder will hold a pre-job conference with the Unions prior to commencing work. Design Builder shall notify the Council and all Contractors of all tiers, who shall participate in such conferences, five (5) days in advance of all such conferences. The Council shall notify all Unions of the agreed upon date and time of the pre-job conference. All work assignments shall be disclosed by Design Builder and the Contractors at the pre-job conference held in accordance with Local Area practice. The Pre-Job conference shall be conducted by the Council in the most efficient manner. Should additional project work not previously included within the scope of the project work be added or Project Work is to be performed which was not previously discussed at the pre-job conference, the Contractor(s) performing such work will conduct a separate pre-job for such work.

ARTICLE X **WAGES AND BENEFITS**

Section 1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Labor Agreements) shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in accordance with the then current Master Labor Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. The applicable prevailing wage rate will be determined by the State and Federal prevailing wage rate decisions, including any amendments, published at the time of Design-Build Submittal Date. If there is a discrepancy between the applicable State and Federal prevailing wage rates, the Contractor will pay the higher rate. An annual cost of living adjustment, of 1.8% will be made on each subsequent anniversary of the Submittal Date, for all employees covered by this Agreement.

Section 2. All employees covered by this Agreement shall be paid weekly and no later than the Friday after the week-ending date in which the work is performed. Paychecks shall be drawn on a local bank, or the Contractor shall make local check-cashing facilities available to the employees. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor's discretion but not given later than the end of the work shift on the date the layoff is to be effective. Such notification may be verbal. The hiring hall shall be similarly notified of any layoffs no later than three (3) working days after the termination.

Section 3. The Contractor will pay contributions to the established employee benefits funds in the amounts designated in the appropriate MLA and to make all employee-authorized deductions in the amounts designated in the appropriate MLA; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA 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. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable MLA. Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing.

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 MLA. 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 the Design Builder 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, the Design Builder will attempt to resolve the delinquency among the Contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the Design Builder, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Contractor and shall not release such withholding until the Contractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent Contractor, the Design Builder shall issue a joint check payable to the Fund and the Contractor in the amount of the undisputed delinquency. In the case of a delinquent Design Builder, the Union(s) shall notify the Department of the delinquency and request the Department to withhold, in an appropriate amount, any funds due and owing to the Design Builder. Pursuant to the announced commitment of the Department, the Design Builder shall be subject to withholding of retained amounts which may only be released upon the Design Builder's resolution of the delinquency as evidenced by a written statement endorsed by the Fund.

Section 5. There shall be no pay for time not worked unless the employee is otherwise engaged in work at the direction of a Contractor except as provided for under the applicable MLA.

ARTICLE XI **APPRENTICES**

Section 1. The Parties recognize the need to maintain continuing support of programs, including governmental programs as described in subparagraphs (a) and (b) of this section, 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.

(a) The Project is subject to a Federally supported On-the-Job Training (OJT) goal of 20,000 apprentice or trainee hours. The intent of the OJT program is to increase diversity in the highway construction workforce by locating, qualifying and increasing the skills of minorities and women in the crafts. The OJT goal may be achieved through the hiring of apprentices from an approved apprentice program, or through trainees which are part of a training program which has received prior approval from the Federal Highway Administration (FHWA) and the Department. Trainees, as part of an FHWA approved program, must be paid journeyman wages for all hours worked, if they are not part of an approved apprentice program.

(b) Not all trainees or apprentices are required to be minorities or women to be counted in an OJT program, but on projects where minorities or women are Underutilized in the crafts, minorities and women should make up significant numbers of trainees or apprentices.

(c) The Parties agree that a minimum of 10% of all labor hours performed on the Project shall be performed by Apprentices participating in a state approved apprenticeship program, registered by the Nevada Apprenticeship Council.

To ensure overall growth of the workforce, and to meet the objectives of the OJT program set forth above, first year apprentices and/or first phase trainees shall perform a minimum of 5,000 labor hours on the Project.

All apprentices performing jobsite work must be participating in a state approved apprenticeship program, registered by the Nevada Apprenticeship Council.

(d) The same credit accrued to meet apprenticeship requirements can count toward meeting the OJT program requirements/hours.

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. If the MLA and prevailing wage determination permit, other non-journeyman classifications may be utilized at the Contractor's discretion as part of the applicable ratio.

Section 3. The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there are a sufficient number of journeymen working on the project,

consistent with state law, where the apprentice is to be employed who are qualified to assist and oversee the apprentice's progress through the program in which he is participating.

ARTICLE XII
SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. (a) It shall be the responsibility of each contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Department, 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 Department.

(b) Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements 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.

(c) The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms during work hours or while on the Department's premises is prohibited. Accordingly, the Parties have agreed to appropriate procedures and safeguards for the testing of employees for prohibited or controlled substances set forth in the attached Appendix A.

Section 2. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Department, and/or Contractor.

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. Should Nevada law be amended during the life of this agreement to establish a system of dispute prevention and dispute resolution as a substitute for the dispute resolution processes otherwise contained in the Nevada Workers' Compensation Law, and to include better access to and delivery of medical care for employees affected by occupational injury or disease, the Parties to this Agreement will undertake, upon the request of either party, to negotiate procedures to apply the amended law to the workers' compensation rights, procedures and benefits under this Agreement.

ARTICLE XIII
NON-DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, union affiliation, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin 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 Department for consideration and resolution.

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

ARTICLE XIV
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 XV
WORKING CONDITIONS

Section 1. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work location.

Section 2. The General Contractor and/or Department shall establish such reasonable Project rules as the Department 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; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

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 XVI
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 Department 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, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Department, 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 XVII
HELMETS TO HARDHATS

Section 1. Helmets to Hardhats. The Contractors 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 Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

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

ARTICLE XVIII
DURATION OF THE AGREEMENT

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

Section 1. (a) Turnover. Construction Work of the Project shall be deemed complete at Substantial Completion, except when the Contractor is directed by the Design Builder or Department to engage in repairs or modifications required by its contract(s) with the Department or the Design Builder.

(b) Notice. Notice of Substantial Completion and Final Acceptance will be provided to the Council.

(c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from the Department saying that no work remains within the scope of the Agreement.

Section 2. MLAs 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 MLAs, notify the Department in writing of mutually agreed upon changes in such Agreements and their effective date(s). The hourly wage provisions in Article X, Section 1 of this Agreement, shall continue in full force and effect to the extent allowed by law.

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 MLA of any such provision agreed upon in the negotiation of the local Collective Bargaining Agreement which serves as the basis for the MLA shall be referred to the arbitrator for resolution under the procedures established in Article VIII. As part of this understanding, the Contractor agrees and consents to pay the increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project retroactively to the expiration date of the applicable MLA, provided, however, if the provisions of any such new collective bargaining agreement provide 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

MLA'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.

Attested:

STATE OF NEVADA
Through the Department of Transportation

Kristina L. Swallow
Director, Department of Transportation

Governor Steve Sisolak
Chairman, Board of Directors, Department of Transportation

Dated: _____

Approved as to Form and Legality:

Dennis V. Gallagher
Deputy Attorney General, Chief Counsel

Southern Nevada Building and
Construction Trades Council

Rick Johnson, President

William H. Stanley, Executive Secretary-Treasurer

For the Unions:

Bricklayers and Allied Craftworkers
Mountain West ADC

International Association of Bridge, Structural,
Ornamental and Reinforcing Iron Workers –
Local 416

Name and Title

International Association of Bridge, Structural,
Ornamental and Reinforcing Iron Workers –
Local 433

Name and Title

International Association of Heat and Frost
Insulators and Allied Workers – Local 135

Name and Title

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers and
Helpers- Local 92

Name and Title

International Brotherhood of Electrical
Workers – Local 357

Name and Title

Name and Title

International Brotherhood of Teamsters –
Local 631

International Union of Elevator Constructors –
Local 18

Name and Title

International Union of Painters and Allied
Trades, District Council 16,
on behalf of, Painters, Drywall Finishers, and
Paperhangers – Local 159, Floor Coverers –
Local 1512; Glaziers – Local 2001

Name and Title

International Union of Roofers, Waterproofers
and Allied Workers – Local 162

Name and Title

Laborers International Union of North America

Name and Title

Operative Plasters and Cement Masons
International Association of The United States
of America – Local 797

Name and Title

Road Sprinkler Fitters – Local 669

Name and Title

Smart – Local 88

Name and Title

Southwest Regional Council of Carpenters

Name and Title

United Association of Journeymen and
Apprentices of The Plumbing and Pipe Fitting
Industry of The United States and Canada –
Local 525

Name and Title

International Union of Operating Engineers –
Local 12

Name and Title

Name and Title

Name and Title

Name and Title

EXHIBIT A
LETTER OF ASSENT

Re: PROJECT LABOR AGREEMENT FOR THE TROPICANA AVENUE INTERCHANGE AT I-15; GRADE SEPARATION AT TROPICANA AND DEAN MARTIN; HOV RAMPS AT HARMON AVENUE

This is to confirm that [name of company] agrees to be party to and bound by the Nevada Department of Transportation Project Labor Agreement for the Tropicana Avenue interchange at I-15; grade separation at Tropicana and Dean Martin; HOV ramps at Harmon Avenue, effective _____, 202_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Contractor's State of Nevada Business License No.: _____

Distribution:

Design Builder: _____

Contractor: _____

Southern Nevada Building and Construction Trades Council: stanley@snbctc.org

Nevada Department of Transportation: contractcomplianceprojects@dot.nv.gov

APPENDIX A **DEFINITIONS**

Affirmative Action means the efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruitment, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.

Apprenticeship Utilization Act (AUA) of 2019 as codified in NRS 338.0116 and NRS 338.01165

Business Day means any day that is not a Saturday, Sunday or other day on which (a) the Department is officially closed for business, or (b) banks located in Nevada are required or authorized by law or executed order to close.

Contractor shall include all contractors, and contractors of whatever tier, engaged in on-site construction work within the scope of this Agreement.

Construction Work means all work to: remove, demolish, and dispose of existing infrastructure; and alter, prepare, build or construct, reconstruct, rehabilitate, make, form, manufacture, furnish, install, integrate, supply, deliver or equip the Project and/or the Utility Adjustments not excluded in Article II of this agreement. Construction Work includes Landscape and Aesthetics (L&A) work, as well as survey and inspection work (as defined in Article II, Section 2(j)).

Department means the Nevada Department of Transportation, and its successors and assigns.

Design-Builder means the Person awarded a Design-Build Contract. For the purposes of this agreement, Design-Builder is synonymous with Prime Contractor or General Contractor.

Discrimination means a distinction in treatment based on race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.

Equal Employment Opportunity (EEO) means the absence of partiality or distinction in employment treatment, so that the right of all persons to work and advance on the basis of merit, ability, and potential is maintained.

Final Acceptance means the time by which the Department's Director deems the Project satisfactorily complete and accepted pursuant to NRS 408.387

On-the-Job Training (OJT) means the Federal program as set forth in 23 CFR 230, Subpart A.

Parties as listed in the Preamble, and includes: the Department, the Council, the Unions and the Contractors.

Plan for the Settlement of Jurisdictional Disputes a copy of the Plan may be viewed at <https://nabtu.org/wp-content/uploads/2017/03/Plan-for-the-Settlement-of-Jurisdictional-Disputes-Effective-May-1-2011.pdf>.

Project means the improvements to be constructed by Design-Builder and all other Construction Work to be provided by Design-Builder in accordance with the Design-Build Contract.

Public Utility or Utility as defined in NRS 702.020 through 021

Reasonable Representation means workforce representation for each work classification and EEO category above a practical significance standard compared to the relevant CLF data.

Safety Plan means the safety plan for Design-Builder's personnel and the general public that Design-Builder is to prepare and implement in accordance with the Design-Build Contract.

Site see definition of Site of Work

Site of Work means the physical place or places at which the Construction Work or service is performed that is necessary to complete the Project or at which a significant portion of the work or service is performed to construct, reconstruct, rehabilitate or alter the Project, if such place is established specifically for the completion of the Project or dedicated exclusively, or nearly so, to the completion of the Project. The site of work includes job headquarters, a tool yard, batch plant, borrow pit or any other location that is established for the purpose of completion of a Project or that is dedicated exclusively, or nearly so, to the completion of the Project. The term does not include a permanent home office, branch plant establishment, fabrication plant, tool yard or any other operation of a contractor, subcontractor or supplier, if the location or the continued existence of the operation is determined without regard to the completion of the Project.

Subcontractor means a person who:

(a) is licensed pursuant to the provisions of [chapter 624](#) of NRS or performs such work that the person is not required to be licensed pursuant to [chapter 624](#) of NRS; and

(b) contracts with the Design Builder, contractor, another subcontractor or a supplier to provide labor, materials or services for Construction Work on the Project.

Submittal Date means the date:

(a) on which the Design-Builder was required to submit its Technical and Price Proposals to be evaluated as part of the design-build procurement phase; and

(b) which determines the state and federal prevailing wage decisions for the Project (the decisions and any amendments published).

Substantial Completion means the occurrence of all of the events and satisfaction of all of the conditions for Substantial Completion set forth in the Design Build Contract, as and when confirmed by the Department's issuance of a Certificate of Substantial Completion.

Supplier means any Subcontractor that supplies machinery, equipment, materials or systems to Design-Builder or any Subcontractor in connection with the performance of the Work and that does not perform Work at the Site. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site of Work shall not be deemed to be performing Construction Work at the Site. The term "Supplier" includes fabricators and material dealers.

Utility see definition of Public Utility.

APPENDIX B
SUBSTANCE ABUSE PREVENTION AGREEMENT

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the PLA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.

4. An Contractor who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the

collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Contractor may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Contractor may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee

found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The Parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the Parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

APPENDIX B: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

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**APPENDIX B: SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the Parties hereto that an Contractor who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

Draft

PENDING



AGREEMENT

IRON WORKER EMPLOYERS

**STATE OF CALIFORNIA
AND A PORTION OF
NEVADA....AND**

**DISTRICT COUNCIL
OF IRON WORKERS
OF THE STATE OF
CALIFORNIA AND
VICINITY ...**



JULY 1, 2017 – JUNE 30, 2020



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DISTRICT COUNCIL OF IRON WORKERS
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Pinole, California 94564
(510) 724-9277

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Fresno, California 93727
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LOCAL UNION 229 (Mixed)
5155 Mercury Point
San Diego, CA 92111
(858) 571-5238

LOCAL UNION 377 (Mixed)
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San Francisco, California 94124
(415) 285-3880

LOCAL UNION 378 (Mixed)
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LOCAL UNION 416 (Reinforcing)
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EMPLOYERS
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Walnut Creek, California 94596
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BUILDING INDUSTRY ASSOCIATION
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24 Executive Park, Suite 100
Irvine, CA 92614
(949) 553-9500

UNITED GENERAL CONTRACTORS, INC.

533 S. Fremont Avenue, Suite 800
Los Angeles, California 90071
(213) 312-9022

AGREEMENT

This Agreement is made and entered into this 6th day of November 2017, retroactive to July 1, 2017, by and between the California Ironworker Employers Council, Inc., the collective bargaining representative for the Employers consisting of:

Western Steel Council

Industrial Contractors, UMIC, Inc.

Associated General Contractors of California, Inc.

Southern California Contractors Association, Inc.

Steel Fabricators Association of Southern California, Inc.

Nevada Chapter of the Associated General Contractors of America, Inc.

United Contractors

Association of Construction Employers

Building Industry Association of Southern California, Inc.

United General Contractors, Inc.

and such other individual employers who are members of the California Ironworker Employers Council, Inc. and signatory hereto and the District Council of Iron Workers of the State of California and Vicinity and Local Unions 118, Sacramento; 155, Fresno; 229, San Diego; 377, San Francisco; 378, Oakland; 416, Los Angeles; 433, Los Angeles and 844, Pinole of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, who are affiliated with said District Council, which District Council and Local Unions are signatory hereto and are recognized as the collective bargaining representatives of the employees. Said District Council and Local Unions are affiliated with the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations.

SECTION 1. Purpose of Agreement

A - This Agreement is entered into by collective bargaining between the Employers and the Union to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employers and the workmen in this trade and to prevent waste, unnecessary and avoidable delays and expenses; for the purpose, at all times, of securing for the Employers sufficient skilled workmen and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, also that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and by which these ends may be accomplished.

B - The California Ironworker Employers Council, Inc., composed of the collective bargaining representatives for the Employers who are:

Western Steel Council

Industrial Contractors, UMIC, Inc.

Associated General Contractors of
California, Inc.

Southern California Contractors
Association, Inc.

Steel Fabricators Association of
Southern California, Inc.

Nevada Chapter of the Associated General
Contractors of America, Inc.

United Contractors

Association of Construction Employers

Building Industry Association of
Southern California, Inc.

United General Contractors, Inc.

and such other individual employers who are members of the California Ironworker Employers Council, Inc. and signatory hereto

hereinafter referred to as the EMPLOYERS. The term UNION means any of the Local Unions affiliated with the District Council of Iron Workers of the State of California and Vicinity composed of Local Unions 118, Sacramento; 155, Fresno; 229, San Diego; 377, San Francisco; 378, Oakland; 416, Los Angeles; 433, Los Angeles and 844, Pinole.

SECTION 2. Effective Area

This Agreement covers all work in the State of California and the State of Nevada with the exception of the Counties of Elko, Eureka and White Pine located in the State of Nevada.

SECTION 3. Craft Jurisdiction

A - This Agreement shall cover all work in connection with field fabrication and/or erection of structural, ornamental and reinforcing steel work coming within the jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers recognized by the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations.

B - It is agreed the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that claims are subject to trade agreements and final decisions of the AFL-CIO.

C - The Iron Workers jurisdictional claims for its journeyman and apprentice Iron Workers shall include but not be limited to job classifications of Architectural and Ornamental, Machinery Movers, Erectors and Riggers, Reinforcing Iron Workers, Structural, Stone Derrick Men, Welders, Fence Erectors and Sheeteters and shall include but not be limited to the following:

All work in connection with field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings, the erection and installation of playground equipment to include bolting, fastening, welding of swings, slides, jungle gyms, footings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats,

chutes, escalators, stairways including preengineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cindering machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work

including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, poststressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, poststressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sun screens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and

handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, cableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassismounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of

solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, bolt-up, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work, excluding any independent 3rd party surveyor work (this shall not preclude the use of Supervisory or Administrative personnel to direct these operations utilizing such instruments); the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for

maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, mini-storages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

The following scope of work shall be performed at the Iron Workers Fence Erector rate: All work in connection with field fabrication, erection and construction of chain link fence, enclosures, ornamental fence, gates, playground equipment to include bolting and fastening, welding of slides and jungle gym, wood fence, rubber mats, plastic, pvc, wire and metal beam guardrail.

SECTION 4. Union Security

A - Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Subsection A shall, as a condition of employment, or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such

work with any individual employer following the beginning of such employment, or the effective date of this Subsection A, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

B - The individual employer shall not be required to discharge any employee pursuant to this Section until a written request from the District Council of Iron Workers or Local Union for such action, stating all pertinent facts showing the noncompliance shall have been served upon such individual employer or his agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the individual employer shall not interrupt or interfere with the progress of the work.

C - The provisions of this Section 4 shall be applicable in California and applicable in Nevada to the full extent permitted by law.

D - No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union.

The Union shall be the sole judge of the qualifications of its members.

E - The individual employer shall be the sole judge of the qualifications of all of his employees and may on such grounds discharge any of them.

F - The Union does hereby indemnify and shall hold the individual employer harmless against any and all forms of liability that shall arise out of, or by reason of action taken by the individual employer for the purpose of complying with the provisions of Section 4 of this Agreement.

SECTION 5. Employment

A - In order to maintain an efficient system of production in the industry, to provide for an orderly procedure for the referral of applicants for employment, and to preserve the legitimate interest of employees in their employment, the Employers and the Union agree that when an individual employer requires workmen to perform any work covered by this Agreement he shall hire applicants for employment to perform such work in accordance with this Agreement.

B-1 - The individual employer shall have the right to employ directly a minimum number of key employees who may include a General Foreman and a Foreman. In addition, the individual employer shall have the right to employ directly on any job in the locality in which the individual employer maintains a principal place of business all employees required on such job or jobs, provided such employees are regular employees of the individual employer who have been employed by him fifty per cent (50%) of the working time of the applicants during the previous twelve (12) months.

B-2-a - On jobs in localities in which the individual employer maintains a principal place of business, he shall have the right to hire by name employees from the Local Union having jurisdiction on a ratio of two (2) employees hired by name from the Group A list regardless of the position of the ordered man on said list, to one (1) employee dispatched by the Local Union from the Group A list. The first employee hired shall be dispatched by the Local Union from the Group A list.

Notwithstanding the above ratio, an individual employer shall have the right to hire by name employees from the Local Union having jurisdiction from the Group A list regardless of the position of the ordered man or woman on said list, if said man or woman has been employed by the individual

employer at anytime during the previous twelve (12) months.

B-2-b - On jobs of the individual employer located outside of the locality in which he maintains a principal place of business, said individual employer shall have the right to ship and may maintain a ratio of fifty per cent (50%) of his employees on the job in the Local Union having jurisdiction over the area where the job is located. The remaining fifty per cent (50%) of his employees shall be hired from the Local Union having jurisdiction. Any deviation from this ratio shall require written mutual agreement between the Local Union Business Manager/Agent and the Employer.

B-3 - If the individual employer orders additional employees by name, he shall have the right to hire by name employees from the Local Union having jurisdiction on a ratio of two (2) employees hired by name from the Group A list regardless of the position of the ordered man on said list, to one (1) employee dispatched by the Local Union from the Group A list. The first employee hired shall be dispatched by the Local Union from the Group A list. Men ordered by name from the Group A list will be dispatched regardless of their position on said list. On jobs of two (2) days duration or less, requiring three (3) employees or less, including the foreman, of the individual employer located outside of the locality in which he maintains a principal place of business, said individual employer shall have the right to ship one hundred percent (100%) of his employees on the job in the Local Union having jurisdiction over the area where the job is located, provided the employer obtains prior written approval from the Business Manager/Agent of the Local Union having jurisdiction over the area where the job is located.

B-4-a - A workman who is assigned to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Financial Secretary or Business Agent of

such Local Union that he is in their jurisdiction. This notification shall be in person, by telephone, or by mail, at least twenty-four (24) hours prior to starting work.

B-4-b - Employers who assign workmen to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Local Union they are working in the jurisdiction. This notification shall be by telephone, or by mail within twenty-four (24) hours.

B-5 - For the purpose of this Subsection 5(B) locality shall mean:

Area No. 1 - Jurisdiction of Local Union 377

Area No. 2 - Jurisdiction of Local Union 378

Area No. 3 - Jurisdiction of Local
Unions 416 and 433

Area No. 4 - Jurisdiction of Local Union 229

Area No. 5 - Jurisdiction of Local Union 155

Area No. 6 - Jurisdiction of Local Union 118

The agreement between Local Union 377, San Francisco and Local Union 378, Oakland, in effect since December 3, 1939 permitting employees to work in lieu of transfer in either area, shall remain in full effect.

C - All other journeyman required by an individual employer shall be furnished and referred to such individual employer through the hiring office of the appropriate Local Union.

D - No provision of this Section shall constitute a limitation on the right of the individual employer to transfer workmen on his payroll from time to time and from place to place at the discretion of the individual employer, providing he secures fifty per cent (50%) of his workmen from the Local Union having jurisdiction.

E - The individual employer shall have the right to reject any applicant referred by the appropriate Local Union, subject to the provisions of Section 6-E, "Show Up"

Expense and Section 9-J - "Show Up" Expense.

F - Subject to the provisions of Section 4 of this Agreement, "Union Security", selection and referral of journeymen applicants to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan:

Any workman desiring employment in work covered by this Agreement shall be registered in one of the Groups listed below. Each such workman shall be registered in the highest priority Group for which he qualifies.

GROUP "A-1"

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past three (3) years in the geographic area covered by the Local Union issuing the dispatch slip, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration, in such classification or classifications, and specialty or specialties. All apprentices graduating to journeyman status within the geographic area covered by the Local Union issuing the dispatch slip shall be included in this Group "A-1".

GROUP "A-2"

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past three (3) years in

the geographic area covered by the District Council of Iron Workers of the State of California and Vicinity, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration, in such classification or classifications, and specialty or specialties. All apprentices graduating to journeyman status within the geographic area covered by the District Council of Iron Workers of the State of California and Vicinity shall be included in this Group "A-2".

GROUP "B"

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past four (4) years, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least nine (9) months within the four (4) years immediately preceding such registration, in such classification or classifications, and specialty or specialties.

GROUP "C"

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past two (2) years or more and who have for the past year actually resided within the geographic area covered by this Agreement.

GROUP "D"

All applicants for employment who have worked at the trade in work of the type covered by this Agreement for one (1) year or more immediately preceding the date of their registration.

GROUP "E"

All other applicants for employment.

G - Each Local Union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order of the dates they registered.

H-1 - Individual employers shall advise the appropriate Local Union of the number and classification or classifications, and specialty or specialties, of applicants required. The appropriate Local Union shall refer applicants to the individual employer by first referring applicants in Group "A-1" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "A-2", then Group "B", then Group "C", then Group "D", then Group "E".

2 - Whenever a Local Union maintains a branch hiring hall, the individual employer shall call the main hiring hall for workmen whenever the branch hiring hall's out-of-work list is exhausted of all workmen who are bona fide residents in the territorial area designated for the branch hiring hall. Workmen shall not be registered on more than one out-of-work list at any one time.

I-1 - Any individual desiring employment shall register at the appropriate Local Union by appearing personally and shall indicate his name, address, telephone number, Social Security Account number, classification or classifications, specialty or specialties of the type of work desired, the date of such registration and other pertinent information if required.

2 - Available for employment shall mean:

a - All individuals seeking employment under Subsection I-1 above shall be in the Local Union at regularly established Roll Call time.

b - All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided, however, they may be present at a location where they can be reached by telephone if they live in a remote area or, due to extenuating circumstances, cannot be personally present.

3 - a - Dispatching hours shall be any two and one-half (2-1/2) period between the hours of 7:00 a.m. and 10:30 a.m. daily (Saturdays, Sundays and recognized holidays excluded) at the discretion of each Local Union. The District Council of Iron Workers will notify the Employer Groups of each Local Union's dispatch hours. In emergency cases, workmen may be dispatched other than at dispatching times.

b - If the individual employer gives the appropriate Local Union twenty-four (24) hours notice before men are needed, the Local Union will within said twenty-four (24) hour period advise such individual employer of any inability to man the job within the period specified.

c - Upon commencing a job in a subsistence zone, the individual employer will give the appropriate Local Union notice for men by 10:30 a.m. on the preceding work day when complying with the provisions of Subsection D of this Section.

4 - Upon being referred, each individual shall receive a referral slip to be transmitted to the employer representative at the job site, indicating his name, address, Social Security Account number, type of job, date of proposed employment, date and time of referral and rate of pay.

5 - To ensure the maintenance of a current registration list, all individuals who do not reregister or notify the Union in writing of their availability within one (1) week of their previous registration shall be removed from the registration list. If such individuals reregister pursuant to the provisions of this

Section, they shall maintain their previous position on such list.

6 - Individuals shall be eliminated from the registration list for the following reasons:

a - Dispatched to the job and hired - except that any individual who is rejected by the individual employer shall retain his position on said list.

b - Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he re-registers.

c - Any individual dispatched to a job and who reports for work in an intoxicated condition thereby being unfit for work shall be placed at the bottom of the list provided he reregisters.

7 - No individual who is rejected by the individual employer shall be re-referred to such individual employer with respect to the same request pursuant to which he was initially referred.

J - The order of referral set forth above shall be followed except in cases where individual employers require and call for applicants possessing special skills and abilities in which case the appropriate Local Union shall refer the first applicants possessing such special skills and abilities in the order they appear on the appropriate register.

K - In California, apprentices shall be hired and transferred solely in accordance with the applicable Apprenticeship Standards Agreement approved by the Department of Industrial Relations of the State of California and entered into by the appropriate parties and, in Nevada, they shall be hired and transferred in accordance with the laws of that State. This Section 5 shall not apply to the hiring of apprentices.

L - In the event the referral facilities maintained by the appropriate Local Union

are unable to fill the requisition of an individual employer for employees within a forty-eight (48) hour period after such requisition is made by the individual employer (Saturdays, Sundays and holidays excepted), the individual employer may employ applicants from any source. In such events, the individual employer will notify the appropriate Local Union of the names, addresses, Social Security Account numbers and dates of such hirings. Such notification shall be given promptly but not to exceed twenty-four (24) hours after such hiring (Saturdays, Sundays, and holidays excepted).

M - In the event any job applicant is dissatisfied with his Group classification or his order of referral in that such applicant claims he was not placed in the proper Group set forth above or is aggrieved by the operation of the hiring arrangement or the provisions of this Section, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which his complaint arose to an Appellate Tribunal consisting of a representative selected by the Employers and a representative selected by the Union and an impartial Umpire appointed jointly by the Employers and the Union, and the decision of the Appellate Tribunal shall be final and binding.

N - Equal Employment Opportunity - The Employers and the Union recognize they are required by law not to discriminate against any person with regard to employment or union membership because of race, religion, age, color, sex, national origin, or ancestry and hereby declare their acceptance and support of such laws. This shall apply to hiring, placement for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship. The Employers and the Union recognize and will implement the Journeyman Recruitment and Trainee

Recruitment Orientation Training and Placement program signed June 18, 1970, provided the program continues to be funded by the United States Department of Labor and other programs agreed upon between the parties to this Agreement approved and funded by the United States Department of Labor.

O - Probationary Member - Terms, conditions and implementation of the Iron Workers Probationary Member Program shall be the responsibility of the International Association, District Council of Iron Workers and the Local Union.

SECTION 6. Work Hours Per Day

A - **Hours of Work** - Eight (8) hours shall constitute a day's work from 5:00 a.m. to 5:00 p.m. from Monday through Friday inclusive. Noon hour may be curtailed by agreement with the workmen on the job and the individual employer or his representative. Change in starting time shall be made by mutual agreement between the individual employer and the Business Agent of the appropriate Local Union; except on jobs where the majority of the Building Trades craftsmen have established an earlier starting time for the job, in which case workmen covered under this Agreement will conform to the earlier time. Notification must be given to the Union.

On jobs where workmen covered by this Agreement are working with Building Trades craftsmen who are working a shorter work day or work week, they shall receive a full day's pay if their work is curtailed because of the other crafts leaving the job.

An individual employer may start the day shift earlier than 5:00 a.m., providing he notifies the appropriate Local Union of his intention to do so prior to making the change in starting time. An earlier starting time may be established by mutual consent between

the Business Agent of the appropriate Local Union and the individual employer.

By mutual agreement between the individual employer and the Business Agent/Manager of the appropriate Local Union or the District Council of Iron Workers, and with one week's notice, a four (4) day per week, ten (10) hour per day work shift may be established. The regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate.

All work in excess of ten (10) hours per day shall be paid at one and one-half (1½) times the straight time hourly rate for the first two (2) hours worked and double time shall be paid for all work in excess of twelve (12) hours Monday through Thursday, and Friday if Friday is worked as a makeup day.

Friday may be worked as a voluntary make-up day in those cases where the work is shut down due to inclement weather or an emergency situation. Not less than (8) hours shall be scheduled to be worked on the makeup day subject to the provisions of paragraph 6 E - Work Day. An employee may refuse to work on makeup day without penalty or recrimination.

If a fifth day is worked, the pay shall be one and one-half (1 ½) times the straight time hourly rate for the first eight (8) hours worked. All work in excess of eight (8) hours worked on the fifth day shall be paid two (2) times the straight time hourly rate.

If a sixth or seventh day is worked, the pay shall be two (2) times the straight time hourly rate.

B-1 - If workmen are required to work continuously for more than four and one-half (4½) hours or five (5) hours when the normal starting time is established before 8:00 a.m. without an opportunity for lunch during the period of a normal shift, they shall receive overtime pay for work after the four and one-

half (4 ½) hours, (or five (5) hours) until opportunity to take time for lunch is afforded and shall thereafter be allowed a reasonable opportunity to eat lunch on the individual employer's time. (Example: 6:00 a.m. starting time - 5 hours; 7:00 a.m. starting time - 5 hours; 8:00 a.m. starting time - 4 ½ hours.)

B-2 - Rest Periods - Every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes per rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his or her applicable rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual employer fails to authorize or permit an employee a rest period in accordance with the applicable provisions

of this Section the individual employer shall pay the employee one (1) hour of pay at the employee's applicable rate of compensation for each work day that the rest period was not provided. Penalties for violation of this Section shall be in accordance with Wage Order No. 16 of the Industrial Welfare Commission as interpreted by the Department of Industrial Relations.

Nothing in this section confers any right or duty on the Department of Industrial Relations to resolve any dispute or assess any actual penalties for violations of this section. Any dispute regarding the provisions of this Section shall be subject to Section 28 Grievance Procedure of this Agreement.

C - Any employee who completes a shift and is required to work more than two (2) hours overtime at the end of a shift will be permitted a one-half (1/2) hour meal period as follows:

He shall be permitted a one-half (1/2) hour meal period for which he will receive regular overtime pay during which time no work shall be permitted and/or one-half overtime pay during which time no work shall be permitted and/or one-half (1/2) hour's pay at the regular overtime rate in lieu thereof.

D - Changes in the work hours per day in special cases may be made to meet special conditions by mutual agreement between the individual employer and the Business Agent of the appropriate Local Union or the District Council of Iron Workers. This mutual agreement is mandatory without regard to the reason necessitating the change.

E - **Work Day** - When an employee is ordered by the individual employer or his representative to report for work and then through no fault of the employee is not put to work, said employee shall be paid a "show up" expense of \$60.00. If an employee is put to work, he shall receive not less than four (4)

hours pay at the straight time hourly rate. If an employee works more than four (4) hours but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight time hourly rate. Pay for hours worked beyond the first six (6) hours shall be figured on the basis of actual hours worked. In all cases the employee must remain on the job unless released by the individual employer. On Saturdays, Sundays and holidays, "show up" expense will be computed at the applicable overtime factor.

When an employee quits of his own volition, he shall be paid only for actual hours worked.

Pre-Day Hire - When the employer places an order for workmen during dispatch hours of the appropriate Local Union to report at the start of the next day's shift, (or later), such new hires shall be paid for actual hours worked on their first day of employment.

Same Day Hire - When the individual employer places an order for workmen on the same day the men are dispatched, report for work and start work, by 10:00 a.m., (9:00 a.m. on 7:00 a.m. dispatched men) the workmen will be paid for a full day's work of eight (8) hours.

Inclement Weather - An individual employer shall advise an employee before the end of the shift that the individual employer's work is suspended due to inclement weather. This shall not constitute a lay-off. The employee shall be notified at least two (2) hours in advance of the normal starting time to report back to work. When the employee has no telephone or cannot be reached, the individual employer shall provide a telephone number for the employee to call and receive instructions on reporting to work. In the event the project is shut down due to inclement weather for more than two (2) consecutive work days, the employee will report back to the work site

and be put to work or receive his "show up" expense and termination pay.

Workmen will furnish the individual employer with their current telephone number and address.

F - Shift Work - When two (2) shifts are employed, the first shift (morning shift) shall work up to eight (8) hours and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate. The second shift shall work up to eight (8) hours and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate plus a premium equal to 6% of the basic wage rate.

When three (3) shifts are employed, the first shift (morning shift) shall work up to eight (8) hours and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate. The second shift shall work up to eight (8) hours and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate plus a premium equal to 6% of the basic wage rate. The third shift shall work up to eight (8) hours, and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate plus a premium equal to 13% of the basic wage rate.

When two (2) shifts are employed on any job, the second shift shall start not later than 5:30 p.m. When three (3) shifts are employed on any job, the third shift shall start no later than 2:30 a.m.

The Friday shift ending on Saturday morning will be considered Friday work. The Sunday shift ending on Monday morning will be considered Sunday work.

There shall be no more than three (3) shifts worked in any twenty-four (24) hour period. Employees will have a minimum of eight (8) hours break between the ending of a shift and the beginning of another shift.

On all shift work, the "morning" shift, starting at 5:00 to 9:00 a.m. (or earlier by mutual agreement) shall be considered as the first shift.

No multiple shifts shall be established or started for less than two (2) consecutive work days on each and every shift.

In the event the second and/or third shifts do not work the full three (3) shifts, the individual employer shall pay the workmen the overtime rate on these shifts.

In cases of emergency, multiple shifts may be allowed to operate for less than three (3) days by mutual agreement between the individual employer and the appropriate Local Union Business Agent.

Shift work shall continue until the end of the emergency. The emergency cannot stop on Friday evening and then start again on Monday.

Dedicated Shift Work - The employer may establish a dedicated shift outside of the regular work day of not less than three (3) days duration on the basis of eight (8) hours worked for eight (8) hours paid, or a proportionate part thereof for the time worked, the basic wage rate plus a premium equal to 6% of the basic wage rate. Dedicated shifts may not be used for amusement park facilities currently covered by an existing Project Labor Agreement (PLA).

G - Holidays - Holidays to be recognized as overtime days will be:

Northern California - New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

Northern Nevada - New Year's Day, Admission Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

Southern California and Southern Nevada - New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

No work shall be performed on Labor Day except to save life and property.

The above holidays shall be observed on the dates designated by the State of California and/or the State of Nevada or by Federal law.

If any of the above listed holidays falls on a Sunday, the Monday following shall be observed as a holiday. If any of the above listed holidays falls on a Saturday the holiday will be observed on the preceding Friday.

The geographic demarcation line for holidays shall be on the same basis as provided in Northern and Southern California Master Labor Agreements with other basic crafts.

Northern California refers to the forty-six counties north of San Luis Obispo and Kern Counties. Southern California refers to the twelve counties south of and including San Luis Obispo and Kern Counties and also including Inyo and Mono Counties.

H - Special Project Conditions - When workmen covered by this Agreement are working with other Building Trades crafts on steel mills, chemical plants, refineries, steam plants, mining facilities, cement plants, offshore facilities, or remote projects (those which cover vast geographic areas and where suitable living conditions are not available within thirty-five (35) miles of the job), they shall be allowed to be off the individual employer's property or job site by the end of the work shift when any craft which is working on such project at the same time is so allowed.

If a workman covered by this Agreement is required to walk, ride or travel

in any way into, on or through the property of an individual employer or owner on the above mentioned projects, he shall be covered by all applicable insurance.

I - Emergencies - When an individual employer considers it necessary to shut down a job or project to avoid possible loss of human life because of an emergency situation that could endanger the life and safety of employees, in such cases the individual employer agrees that "show up" expense will be paid as well as subsistence if due. All other hours will be compensated on the basis of actual hours worked.

SECTION 7. Wage Rates and Other Remuneration

†A - Wage Rates - The minimum hourly wage rates shall apply as follows:

Effective	*Reinforcing, Structural and Ornamental	*Fence Erector
† July 1, 2017 . . .	\$36.50	\$30.08

The minimum hourly wage rates shall apply to all areas of California and Nevada **except** for the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco as follows:

Effective	*Reinforcing, Structural and Ornamental	*Fence Erector
† January 1, 2018. . .	\$37.00	\$30.58

† July 1, 2018 Wage increase will be allocated prior to 7-1-18.

† January 1, 2019. . . Wage increase will be allocated prior to 1-1-19.

† July 1, 2019 Wage increase will be allocated prior to 7-1-19.

 † See page 75 for total wage and fringe benefit package.

* To the above rates the Vacation contribution is to be added for figuring gross wages for tax purposes.

Effective July 1, 2017 a total monetary increase of \$0.50 per hour was allocated by the Union to the wages.

Effective January 1, 2018 a total monetary increase of \$0.50 per hour was allocated by the Union to wages.

Effective July 1, 2018 a total monetary increase of \$2.00 per hour will be allocated by the Union to wages and/or trust fund contributions.

Effective January 1, 2019 a total monetary increase of \$2.00 per hour will be allocated by the Union to wages and/or trust fund contributions.

Effective July 1, 2019 a total monetary increase of \$2.25 per hour will be allocated by the Union to wages and/or trust fund contributions.

The minimum hourly wage rates shall apply to the Counties of **Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco** as follows:

Effective	*Reinforcing, Structural and Ornamental	*Fence Erector
January 1, 2018 . . .	\$37.50	\$31.08
July 1, 2018	Wage increase will be allocated prior to 7-1-18.	
January 1, 2019. . .	Wage increase will be allocated prior to 1-1-19.	
July 1, 2019	Wage increase will be allocated prior to 7-1-19.	

*To the above rates the Vacation contribution is to be added for figuring gross wages for tax purposes.

Effective July 1, 2017 a total monetary increase of \$0.50 per hour was allocated by the Union to the wages.

Effective January 1, 2018 a total monetary increase of \$1.00 per hour was allocated by the Union to wages.

Effective July 1, 2018 a total monetary increase of \$1.75 per hour will be allocated by the Union to wages and/or trust fund contributions.

Effective January 1, 2019 a total monetary increase of \$2.75 per hour will be allocated by the Union to wages and/or trust fund contributions.

Effective July 1, 2019 a total monetary increase of \$2.75 per hour will be allocated by the Union to wages and/or trust fund contributions.

The Union agrees to an Advisory committee to be appointed by the CIEC to make recommendations to the Union on allocations.

Overtime - Time and one-half shall be paid for the first two (2) hours worked in excess of eight (8) hours on any regular work day Monday through Friday. Time and one-half shall be paid for the first eight (8) hours worked on Saturday and double time shall be paid for all hours worked in excess of eight (8) hours. All other overtime worked, including Sundays and holidays, shall be paid at the double time rate. Overtime pay shall be computed by not less than half-hour increments. No work shall be performed on Labor Day except to save life and property.

Foremen - Effective July 1, 2003, Foremen shall be paid not less than 10% more than the regular hourly rate of the highest journeyman Iron Worker classification over which they have supervision.

When two (2) or more Iron Workers are employed, one (1) shall be selected by the individual employer to act as Foreman and shall receive a Foreman's wages.

B - Congestion Zone Fee - San Francisco (including Yerba Buena Island) - Due to the unique parking and congestion problems common in San Francisco, each Iron Worker working in the City of San Francisco, as defined below, shall receive \$8.00 per day as a Congestion Zone Fee. The Congestion Zone Fee shall be considered expense reimbursement and shall not be paid on days where show-up expense is paid. The City of San Francisco is defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island. The Congestion Zone Fee became effective July 1, 1999. All projects bid prior to July 1, 1999 were excluded.

The Congestion Zone Fee will not apply to work performed in a permanent yard relative to loading and unloading company equipment.

Effective January 1, 2002, the following counties shall be added to the Congestion Zone Fee: Santa Clara, Alameda and San Mateo. The Congestion Zone Fee for these counties shall be \$8.00 per day. Jobs bid prior to the effective date shall be excluded.

Effective July 1, 2003, the Congestion Zone Fee for the City and County of San Francisco only shall be \$12.00 per day. Jobs bid prior to January 1, 2002 shall be excluded.

Effective July 1, 2015, the Congestion Zone Fee for Santa Clara, Alameda and San Mateo counties shall be \$9.00 per day.

Effective July 1, 2015, the Congestion Zone Fee for the City and County of San Francisco only shall be \$13.00 per day.

Effective July 1, 2018, the following county and City shall be added to the Congestion Zone Fee: Contra Costa County; City of Los Angeles. Jobs bid prior to the effective date shall be excluded.

Effective July 1, 2018, the Congestion Zone Fee for Contra Costa County shall be \$9.00 per day.

Effective July 1, 2018, the Congestion Zone Fee for The City of Los Angeles shall be \$1.00 per day.

Effective January 1, 2019, the Congestion Zone Fee for The City of Los Angeles shall be \$3.00 per day.

Effective January 1, 2020, the Congestion Zone Fee for The City of Los Angeles shall be \$5.00 per day.

C - Parking Fee - In congested areas the individual employer shall provide, or pay for, parking facilities for workmen where free parking is not available within three (3) standard blocks of the job. Bona fide validated parking tickets must be submitted to the individual employer within fifteen (15) calendar days and paid within fifteen (15) calendar days of delivery of validated receipts.

D - Journeyman Retraining Stipend - The employer shall pay as an incentive for voluntary journeyman retraining a stipend of \$50.00 for a half day and \$100.00 for a full day. The stipend will be paid for attending and completing the training session. A certificate of completion will be required for reimbursement.

E - Tolls - The individual employer shall pay all bridge and ferry tolls. Bona fide validated receipts must be submitted to the individual employer within fifteen (15) calendar days and paid within fifteen (15) calendar days of delivery of validated receipts.

F - **Election Day** - Time will be allowed to vote in accordance with the provisions of the applicable California or Nevada Election Code.

SECTION 8. Pay Day

The regular pay day shall be once a week on such day agreed upon between the individual employer and the appropriate Local Union. Wages shall be paid before quitting time on the job, in cash, by check or other legal tender. An electronic fund transfer or a no fee, no limit debit card may be offered by the individual employer. The method of payment must be authorized by the employee in writing and consistent with state laws. The employee has the right to revoke the method of payment at their discretion; *provided*, the employee delivers to the individual employer written notice of the change at least fifteen (15) calendar days prior to implementation. When requested by the Union, an individual employer will make arrangements with a local bank to cash the workmen's pay check. Individual employers may withhold where necessary a reasonable amount of wages but not to exceed the provisions contained in the Labor Code of the State of California, or Nevada when applicable, to enable them to prepare the payroll. If pay day falls on a holiday, the workmen shall be paid the day preceding the holiday.

When workmen are laid off, or discharged, they shall be laid off or discharged at the site of construction and paid in full in cash, by check or other legal tender immediately and, if required to go to some other point or to the office of the individual employer, the workmen shall be paid for time required to go to such places.

An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours or be paid prior to leaving the job or project.

Any undue delay or loss of time caused the workmen through no fault of their own shall be paid for at the regular straight time wages by the individual employer causing such delay.

Accompanying each payment of wages shall be a separate statement identifying the individual employer, showing the total earnings, the amount of each deduction, the purposes thereof and net earnings.

If workmen are not paid by their individual employer during the usual working hours, they shall receive the applicable overtime rate for all time after the regular working hours that they are required by the individual employer to remain on the job site on such regular pay day. If workmen are not required to remain on the job site on the regular pay day they shall receive four (4) hours pay at the appropriate overtime rate. Workmen, who through no fault of their own, are not paid on the regular pay day shall be paid waiting time for each hour of time they are required to wait on the next and each succeeding day at the regular straight time hourly rate, not to exceed eight (8) hours per day. Where an employee is still employed by the individual employer, waiting time shall be in addition to the employee's regular hourly rate.

SECTION 9. Expenses Out of Town

A - Subsistence Pay - Where a job is located 60 miles or more from the City Hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Fresno, Bishop, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura and El Centro of the State of California, and Reno and Las Vegas of the State of Nevada, a workman will be compensated per scheduled work day for the job. Subsistence pay is determined by ascertaining the city hall enumerated above which is closest to the job. If the job is more than 60 miles from that city hall, subsistence shall be owed as follows:

Sixty (60) miles to seventy-five (75) miles.....	\$20.00
Seventy-five (75) miles to one hundred (100) miles	\$25.00
One hundred (100) miles and over	\$75.00

If a workman is shipped from one free zone into another free zone the workman shall be paid subsistence in accordance with Section 9A. The workman's initial free zone shall be the city hall listed above closest to his point of hire. For purposes of this paragraph the free zone shall be limited to the free zone closest to the point of hire.

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

When an out-of-town job is of one day's duration, a workman shall be paid travel reimbursement to and from the job. He shall not, in addition, be paid subsistence.

This Subsistence Pay is not intended by the parties to be considered wages.

B - Federal Installations:

1 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars (\$3.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars and fifty cents (\$4.50) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by six dollars (\$6.00) per hour for all work performed at the following locations:

Camp Roberts
China Lake Naval Test Station
Chocolate Mountains Naval Reserve - Niland
Edwards Air Force Base
Fort Hunter Liggett
Fort Irwin Military Station
Fort Irwin Training Center - Goldstone
San Clemente Island
San Nicholas Island
29 Palms - Marine Corps
U.S. Marine Base - Barstow
U.S. Naval Air Facility - Sealey
Vandenberg Air Force Base

2 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two dollars (\$2.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars (\$3.00) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars (\$4.00) per hour for all work performed at the following locations:

Army Defense Language Institute- Monterey
Fallon Air Base
Naval Post Graduate School - Monterey
Yermo Marine Corps Logistics Center

3 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar (\$1.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar and fifty cents (\$1.50) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two

dollars (\$2.00) per hour for all work performed at the following locations:

- Port Hueneme
- Port Mugu
- United States Coast Guard Station-Two Rock

C - Travel Expense to Whom Due -
 When an individual employer hires workmen for a job more than 60 miles away from the City Hall in those cities listed in Paragraph A, the workmen shall be paid travel reimbursement and subsistence, in accordance with the Agreement, whether or not the job is located within another expense-free zone as provided by this Agreement. The individual employer shall pay bridge, ferry and toll road fares.

D - Travel Reimbursement - Travel reimbursement will be paid by the individual employer as follows:

Sixty (60) miles to	
seventy-five (75) miles.....	\$25.00
Seventy-five (75) miles to	
one hundred (100) miles	\$50.00
One hundred (100) miles	
and over.....	\$60.00
Each additional fifty (50) miles	\$25.00

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

This Travel Reimbursement is not intended by the parties to be considered wages.

Such payments shall be based on travel from the City Hall in those cities listed in Paragraph A. The workmen shall be paid a travel reimbursement at the beginning and completion of the job. This reimbursement is in addition to subsistence as provided in this Agreement.

E - Company Transportation - When safe company transportation with proper protection from the elements is provided, workmen will be paid travel reimbursement.

F - Travel Reimbursement, Job Not Continuous - If any individual employer orders the same workmen to and from the same job more than once when the job is not continuous, workmen shall be paid travel reimbursement to and from the job for each round trip.

F-1 - Exception: where the break in continuous employment on the job is caused by Saturdays, Sundays, holidays or weather conditions or if the workmen are provided transportation at no cost to the workmen.

G - Travel Reimbursement When Due - Travel reimbursement will be paid on the first pay day after the workman starts to work. Travel reimbursement for the return trip will be paid at the conclusion of the job. Subsistence payments will be made each regular pay day. Any workman who quits voluntarily before he has worked ten (10) days or who is discharged with just and sufficient cause prior to completion of the job, will not be entitled to return travel reimbursement.

On jobs of five (5) or more days duration, travel reimbursement will not be paid either way if a workman quits voluntarily before he has worked five (5) days or shifts.

H - Expense Pay Each Day's Work - Workmen eligible for subsistence shall be paid a single day's subsistence for any working day, whether more or less than eight (8) hours, or for work on Saturday, Sunday, or a holiday. No workman shall receive more than a single day's subsistence from a single individual employer for any one day worked.

I - Adjacent Job Sites - When workmen are transferred from one individual employer to another, without loss of time on same job or on an adjacent job, the original

individual employer will not be required to pay the return travel reimbursement but the final individual employer will be required to pay the return travel reimbursement. The individual employer will notify the appropriate Local Union giving the names and Social Security Account numbers of workmen so transferred.

J - **“Show Up Expense”** - On jobs located outside the free zones, workmen who report for work and for whom no work is provided shall be paid a “show up” expense of \$60.00 in addition to subsistence Mondays through Fridays. On Saturdays, Sundays and holidays “show up” expense will be based on the applicable overtime factor; provided that, to qualify for “show up” expense on any day the workman must remain at the job site for two (2) hours, available for work, unless released by the individual employer or his representative.

If a workman is put to work he will be paid in accordance with Section 6-E.

Note: The intent of both parties is that “show up” expense shall not be paid when the workman appears for work in an unfit condition or without proper tools or qualifications.

SECTION 10. Apprentices

A - Apprentices shall be paid the following percentages for the classification of work in which they are engaged:

Effective July 1, 2004, for Structural, Ornamental, Reinforcing and Fence Erector apprentices who are under a four (4) year term of apprenticeship for apprentices who are indentured after July 1, 2004:

First six months.....	50%
Second six months	55%
Third six months	60%
Fourth six months	65%
Fifth six months.....	75%
Sixth six months	80%
Seventh six months	90%
Eighth six months.....	95%

Apprenticeship, IMPACT, Vacation, Welfare and Workers' Compensation Trust Fund contributions will be paid on first through eighth period apprentices. Welfare Plan contribution rate for 1st period apprentices shall be \$5.50 per hour for each hour paid for and/or worked.

Administrative Trust and LMCT contributions will be paid on second through eighth period apprentices.

Annuity Fund contributions are not paid on first through third period apprentices.

Fifty per cent (50%) of the Annuity Fund contribution will be made for fourth through sixth period apprentices. One hundred per cent (100%) of the Annuity Fund contribution will be paid for seventh and eighth period apprentices.

Effective July 1, 2014 Pension Plan contributions on apprentices will be paid a percentage of the journeyman rate and receive a proportional benefit accrual credit as follows:

Third and Fourth	25%
Fifth and Sixth	50%
Seventh and Eighth	75%

However, all apprentices will receive full vesting pension credits for all hour worked.

B - Semiannually the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Program will publish a list of all active apprentices in the State of California and vicinity showing their names, Social Security Account numbers and current pay classifications. The Program will publish a monthly update to this list to aid the Employers in payroll preparation.

To knowingly pay an apprentice above the published pay period without written approval of the appropriate Local Joint Apprenticeship Training Committee may

result in the revocation of the individual employer's privilege to train apprentices.

C - When an individual employer has four (4) journeymen Iron Workers employed, excluding Foreman and supervisory employees, the fifth person employed shall be an indentured apprentice. An individual employer may hire indentured apprentices at a ratio of four (4) journeymen Iron Workers to one (1) indentured apprentice. The ratio of journeymen to indentured apprentice may be adjusted by mutual agreement between the employer and the appropriate Local Union Business Agent and/or the General Executive Board. Ratio determination shall be calculated using the total man hours per project.

C-1 - On ornamental and Miscellaneous Iron Work which is normally performed by 2 iron workers, 1 may be an apprentice.

C-2 - On reinforcing iron work, an individual employer may hire indentured apprentices at a ratio of three (3) journeymen Iron Workers to one (1) indentured apprentice. The ratio of journeymen to indentured apprentice may be adjusted by mutual agreement between the employer and the appropriate Local Union Business Agent and/or General Executive Board.

D - Any apprentice who has been cancelled from the Apprenticeship Training Program (and has not been readmitted by action of the Joint Apprenticeship Committee) or who has dropped out of the Program shall not be permitted to register for employment or to enter the Apprenticeship Program of any Local Union covered by this Agreement; such person may not be dispatched as a journeyman.

E - Employers signatory to this Agreement shall be bound by the current approved Local Apprenticeship Standards.

F - Apprenticeship Training and Journeyman Retraining Contribution - The California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund created by the Agreement and Declaration of Trust dated August 12, 1959, as amended, is continued in existence.

Effective July 1, 2011 a contribution of seventy-two cents (\$.72) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust establishing that Fund and the provisions of the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund adopted and amended by the Board of Trustees.

It is agreed this Trust will continue to be administered jointly.

SECTION 11. Vacation / Personal Time Off (PTO) Plan

The California Field Iron Workers Vacation / Personal Time Off (PTO) Plan created by the Agreement and Declaration of Trust dated August 16, 1959, amended February 21, 2018, is continued in existence.

Effective June 1, 2018 a contribution of four dollars and twenty-five cents (\$4.25)* per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Vacation/Personal Time Off (PTO) Plan.

***The new vacation amount includes the old contribution rate of \$4.00 and the redirected IMPACT contribution rate of \$0.25 for a total of \$4.25**

These contributions will be subject to and entitled to the benefits of all the provisions of the Agreement and Declaration of Trust establishing that Trust and the provisions of the Vacation Plan adopted by the Board of Trustees.

It is understood said Vacation Plan shall continue to be administered pursuant to that Trust Agreement.

Provisions of this Section shall supersede any local, state or federal sick leave requirement, and specifically meets the sick leave requirement as outlined in California Labor Code Sections 245 et seq. Any local, state or federal legislation enacted, resulting in negative financial impact to the Union or Management, shall be exempted by this section, and in the event the legislation precludes exclusion for parties covered by valid Collective Bargaining Agreements, the parties agree to the full extent permitted, prior to the effective date, to enter into bargaining for the purposes of addressing the specific legislation.

SECTION 12. Welfare Plan

The California Iron Workers Field Welfare Plan created by the Agreement and Declaration of Trust dated March 1, 1953 is continued in existence.

Effective January 1, 2017 a contribution of Nine dollars and fifty-five cents (\$9.55) per hour for each hour paid for and/or worked will be made to the California Iron Workers Field Welfare Plan.

These contributions will be subject to and entitled to the benefits of all the provisions of the Agreement and Declaration of Trust dated as of March 1, 1953 establishing that Plan and the provisions of the California Iron Workers Field Welfare Plan adopted by the Board of Trustees.

It is understood said Welfare Plan shall continue to be administered pursuant to that Trust Agreement.

In the event a State or National Health Insurance law becomes effective under which the parties to this Agreement are required or choose to participate, both parties agree to meet and discuss appropriate courses of action regarding continuation of all, none or part of the then existing welfare plan. In such discussions the parties shall consider the benefits provided under the existing plan and the costs thereof; the benefits of the state or federal insurance program and the costs thereof; the methods of financing such state or federal program including employer payments, employee payments, taxes and various combinations thereof. In the event the parties cannot resolve this issue the matter shall be decided by an independent arbitrator who shall be limited to deciding the "equity" of the question. It will be a violation of this Agreement if either party engages in a strike or lockout over this issue.

SECTION 13. Pension Plan

The California Iron Workers Field Pension Trust created by the Agreement and the Declaration of Trust dated as of August 16, 1958 is continued in existence.

Effective January 1, 2016 a contribution of thirteen dollars and thirty-two cents (\$13.32) per hour for each hour paid for and/or worked will be made to the California Iron Workers Field Pension Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of the Trust dated as of August 16, 1958 establishing that Trust and the provisions of the California Iron Workers Field Pension Trust adopted by the Board of Trustees.

It is understood said Pension Trust shall continue to be administered pursuant to that Trust Agreement.

SECTION 14A. Administrative Fund

The California Field Iron Workers Administrative Trust created by the Agreement and Declaration of Trust dated August 16, 1971 is continued in existence.

Effective July 1, 1998 a contribution of three cents (\$.03) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Administrative Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust dated as of August 16, 1971 establishing that Trust and the provisions of the California Field Iron Workers Administrative Trust adopted by the Board of Trustees.

It is understood said Administrative Trust shall continue to be administered pursuant to that Trust Agreement and the Memorandum of Understanding dated April 10, 1974.

SECTION 14B. Labor Management Cooperative Trust

The California Field Iron Workers Labor Management Cooperative Trust Fund created by the Agreement and Declaration of Trust established July 1, 1992 is continued in existence.

Effective January 1, 2017 a contribution of thirty-four (\$.34) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Labor Management Cooperative Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust dated as of July 1, 1992 establishing that Trust and the provisions of the California Field Iron Workers Labor Management Cooperative Trust adopted by the Board of Trustees.

It is understood said Labor Management Cooperative Trust shall continue to be administered pursuant to that Trust Agreement.

The California Field Iron Workers Labor Management Cooperative Trust will be used solely for the purposes permitted by the Labor Management Cooperation Act of 1978, including but not limited to encouragement of further Labor/ Management cooperation, employment opportunities in the Field Iron Worker Industry, conducting wage surveys to establish prevailing wage rates, Market Preservation Programs and contract compliance, supplying upcoming job and industry information, preparation and dissemination of information to the parties to this Agreement for mutual understanding and cooperation and other lawful and appropriate purposes.

SECTION 14C. Ironworker Management Progressive Action Cooperative Trust (IMPACT)

The Ironworker Management Progressive Action Cooperative Trust (IMPACT) is a joint Labor Management Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code as an exempt organization under Section 501(c)(3) of the Internal Revenue Code. Tax Exempt status determination was rendered under the initial name of the Trust which was the Employers Responsive Educational Cooperation Trust of North America. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and legislative initiatives.

Effective July 1, 2017, a contribution of five eighths of one percent ($5/8$ of 1%) of the applicable hourly journeyman wage rate per hour for each hour paid for and/or worked will be made to the Ironworker Management Progressive Action Cooperative Trust. This contribution shall be in lieu of any and all

contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions.

Effective for all work performed on and after June 1, 2018, the current IMPACT shall be reallocated to the Vacation/Personal Time Off (PTO) Fund. From that date forward, required payments to the Ironworker Management Progressive Action Cooperative Trust (IMPACT) will be paid from the Vacation/Personal Time Off (PTO) Fund and will be based on Vacation/Personal Time Off (PTO) Fund reported hours.

SECTION 15. Supplemental Dues

Effective for all work performed on and after June 1, 2018 it is agreed that upon authorization as required by law, the current IMPACT contribution of \$0.25/hour will be moved to the Vacation/Personal Time Off (PTO) Plan contribution. Pursuant to the action taken and adopted at the Forty-third International Convention held August 22-26, 2016 the IMPACT contribution shall be 5/8 of 1% and the International Organizing contribution shall be 3/8 of 1%. The current \$0.83/hour Supplemental Dues deduction, current \$0.13½/hour International Organizing deduction, and current \$0.25/hour IMPACT deduction from the Vacation Trust will now be combined and calculated as a fixed four percent (4%) of the basic Journeyman wage rate for each hour paid for and/or worked **and** shall be deducted by the California Field Iron Workers Vacation/Personal Time Off (PTO) Plan from the Vacation Benefit of each workman and remitted directly by the California Field Iron Workers Vacation/Personal Time Off (PTO) Plan to the

Union. The amount of the deduction shall be specified on the statement transmitted to the workman by the California Field Iron Workers Vacation/Personal Time Off (PTO) Plan which remittance shall be made to the Union not less than four (4) times per year. The term "Union" as used in this Section shall mean the District Council of Iron Workers of the State of California and Vicinity.

SECTION 16. Annuity Fund

The California and Vicinity Field Iron Workers Annuity Trust Fund created by the Agreement and Declaration of Trust dated July 1, 1978 is continued in existence

Effective January 1, 2017 a contribution of two dollars and twenty-one cents (\$2.21) per hour for each hour paid for and/or worked will be made to the California and Vicinity Field Iron Workers Annuity Trust Fund.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust made as of the 1st day of July, 1978 establishing that Trust and the provisions of the California and Vicinity Field Iron Workers Annuity Trust Fund adopted by the Board of Trustees.

It is understood said Annuity Fund shall continue to be administered pursuant to that Trust Agreement.

SECTION 17. Shipping

Workmen shipped by shipping letter into or out of the jurisdiction of the area covered by this Agreement shall receive transportation, travel reimbursement and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Workmen shipped to a job and not put to work weather permitting, or, the job is not ready for them to go to work, shall be paid the regular wage rate for such time or such workmen shall be shipped back to the

shipping point with travel reimbursement and transportation paid by the individual employer.

SECTION 18. Double Jobs

No workman will be permitted to receive wages for more than one job at the same time.

SECTION 19. Pre Job Conference

It is agreed there will be a pre job conference at least one week prior to the start of any job or project at the option of either party where the agreed or estimated cost of the prime contract is One Million Dollars (\$1,000,000) or more. In the event no pre job conference is held, the contractor, upon request in writing, will advise the appropriate Local Union or Local Building Trades in writing of the start of a job at least one week prior to commencement of said job.

SECTION 20. Application to Subcontractors

A - The terms and conditions of this Agreement insofar as it affects the Employers and any individual employer shall apply equally to any Subcontractor under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement and said Subcontractor with respect to such work shall be considered the same as an individual employer covered hereby.

B - Subject to the provisions of this Section and any other Section of this Agreement applicable to Subcontractors, if an individual employer shall subcontract work covered by this Agreement, such subcontract shall state that such Subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.

C - A Subcontractor is defined as any person, firm or corporation who agrees under contract with the Employer, or any individual

employer, or a Subcontractor of the Employer, or any individual employer, to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

D - It is the intent of the parties hereto that the provisions of this Section are to be interpreted and applied solely in accordance with the law and it is not intended to expand or modify existing law.

E - The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual employer to bargain collectively pursuant to Section 8 (A)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulation or law.

F - Notwithstanding any other provision of this Agreement or any Memorandum Agreement, the provisions of this Subcontractor's clause may not be enforced, directly or indirectly by strike action.

G - Each individual employer shall give the Union or Local Unions written notice of any subcontract involving performance of work covered by this Agreement, which notice shall specify the name and address of the Subcontractor and job. Such notice shall be given not less than five (5) days prior to the commencement of work.

H - Provided a notice has been given under Subsection G, the liability of an

individual employer under Section 20 shall be limited:

1 - to the unpaid wages and trust fund contributions with respect to the work subject to the subcontract; providing, however, that the individual employer's obligation for unpaid wages and trust fund contributions under this Subsection H-1 shall be for not more than seventy-five (75) calendar days prior to the date the individual employer is notified of the default;

2 - as to any claim violation of the hiring hall provisions of the Agreement, not to exceed five (5) days pay and trust fund contributions for each person who would have been dispatched if the hiring hall violation had not occurred.

l - In no event shall this Section 20 be or become or be construed as the basis for any jurisdictional claim.

SECTION 21. Letters of Evidence/Prevailing Wage Surveys

A - Letters of Evidence - When requested in writing, Employers who are parties to this Agreement will furnish the District Council of Iron Workers of the State of California and Vicinity or any of its affiliated Local Unions signed letters on the letterhead of the individual employer, stating they have employed Iron Workers on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual employer has performed with Iron Workers.

B - Prevailing Wage Surveys - In order to maintain the market share of work and to further the best interests of the ironworking industry, the form entitled "Report Of Construction Contractor's Wage Rates" shall be completed by the Employer and forwarded to the Trust Funds office, for each job completed. This form shall be submitted for each job completed regardless of whether or not the job is a private or public work.

To expedite this procedure a blank form shall be included along with the Employers Monthly Reporting Form mailed monthly to each employer by the Trust Funds. In addition, Labor and Management will meet and develop with the Trust Fund office an electronic reporting system to facilitate accurate reporting for prevailing wage survey purposes.

SECTION 22. Furnishing Bond, Delinquencies and Audit Program

A - The individual employer performing work covered by this Agreement, prior to the commencing of work under this Agreement, shall post a surety bond, or cash bond in lieu thereof, in the amount of Twenty-five Thousand Dollars (\$25,000) to ensure payment of wages and contributions to the Trust Funds specified in this Agreement. Any individual employer who is delinquent on payment of said contributions may be required to furnish an additional bond as determined by the Trust Fund Delinquency Committee. A current individual employer who has not been delinquent for twenty four (24) consecutive months is exempt from the requirement to increase its existing bond.

The Union shall refuse to refer men to and shall withdraw men from any individual employer who has not complied with the provisions of this Section and such refusal and/or withdrawal will not constitute a violation of this Agreement.

B - Individual employer contributions shall be due on the 15th day of the calendar month immediately following the month in which Field Iron Workers were paid and/or worked. Such contributions will be delinquent if not received by the Trust Funds by the 25th day in the month that they are due.

In the event an individual employer has delinquencies in contributions, said individual employer shall be subject to the interest, damages and other expenses as provided for and set forth in the current Trust Agreements and/or as they may be amended. The

individual employer acknowledges his awareness of the terms and conditions of the Trust Agreements including the Boards of Trustees' right to recover attorneys fees for collection of such monies and their right to terminate the participation of any individual employer who is repeatedly delinquent.

C - The administration of the bonding provisions shall be in accordance with the California Field Iron Workers Labor Management Cooperative Trust.

D - The parties recognize and agree that the sound administration of the Trust Funds requires that the respective Boards of Trustees shall have the right to have a designated Trust Auditor examine the payroll records of such individual employer to determine whether such individual employer is making full and prompt payment of all sums required to be paid by him or it to the Trusts. If the payroll records of the individual employer appear insufficient for a proper audit, the Executive Director of the California Field Iron Workers Trust Funds, on advice of Counsel, shall direct the examination of additional records to include Federal W-2, 1099 and 1096 Forms, Form 941 (DE-3) Employers Quarterly Tax Returns, Cash Disbursement Journals, Equipment Rental Invoices and cancelled checks requested by the Auditor which are relevant to the enforcement of the Trusts' rights to proper contributions. Each audit shall be limited to the period of time allowed by State and Federal Laws. The results of each such examination shall be confidential and shall be submitted only to the individual employer and the Boards of Trustees, who shall use the same solely for the purpose of administering the Trusts. In the event of a dispute or refusal of any individual employer to permit an examination of any of the specified records, the Trust Auditor shall report the matter to the Executive Director of the California Field Iron Workers Trust Funds, who shall act on behalf

of the Trust Funds to resolve the matter, on advice of Counsel if he deems it appropriate.

In the event the audit produces no findings of fringe benefits due to the Trust Funds, or where the findings reasonably appear to have been the result of clerical error or omission, the cost of the audit shall be borne by the Trust Funds. In other instances where the audit discloses the individual employer has failed to correctly report and pay contributions in accordance with this Agreement and the Trust Agreements for reasons other than clerical error or omission, the individual employer shall be liable for an hourly charge for the audit, the unpaid fringe benefits, liquidated damages, the Trust Funds reasonable attorney fees and any other costs of collection.

E - Except where limited by statute, the parties agree that any suit which seeks to enforce the provisions of the Trust Agreements shall be brought in the County of Los Angeles, State of California.

SECTION 23. Injured Workmen

A - When a workman is injured to the extent of being unable to work for the balance of the day, he will be paid for the full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

B - Workmen injured on the job who are still employed and who are advised by the attending physician to make further visits during working hours shall make such visits with no loss of wages for time spent in making such visits.

C - Prompt medical attention shall be provided by the individual employer in the event of an on-the-job injury. On the day a serious disabling injury occurs, a Job Steward may accompany the injured worker to a medical facility without any loss of pay for his regularly scheduled shift.

SECTION 24. Basic Provisions

A - Welder's Certification - Any individual employer requiring Welders to have certification papers other than City certification, shall be responsible for all expenses of taking such test when that test is taken at the request of the individual employer. The individual employer shall furnish the welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.

B - Tools - Workmen shall furnish for their own use all necessary hand tools to enable them to effectively install all work. Tools broken on the job such as drills, taps, hacksaw blades, etc., shall be replaced by the individual employer. Employees shall exercise reasonable judgment in the care and protection of employer's tools.

All necessary workmen's tools and clothing stored in an individual employer's shed or tool box stolen or destroyed by fire, flood, or other means, will be replaced at the individual employer's expense upon notification and presentation of a statement of loss to the individual employer or his representative. Prior to starting work, the individual employer may require the workman to supply a list of his tools to be protected by this Subsection.

C - Coverage - All work performed in the individual employer's warehouses, shops, or yards, which have been particularly provided or set up on the project job site to handle work in connection with the job or project covered by the terms of this Agreement, shall be subject to the terms and conditions of this Agreement

D - Drinking Water - The individual employer shall furnish fresh drinking water daily (with ice when needed) and paper cups at all times. Water will be located in close proximity to working area and be easily accessible.

E - Clothes Replacement - Workmen required to work in any area where they are exposed to acids, caustics or any similar substances, which would cause damage to their clothing, shoes, gloves or tools, shall be provided protective clothing and equipment by the individual employer. Change time shall be done on the individual employer's time. If their clothing, gloves, shoes or tools are damaged, such items will be replaced by the individual employer.

F - Clothes Room -Each job of sufficient size and length to justify same shall be provided with a clean shed or room for the employees to change their clothes and keep their tools. When necessary, lights and heaters will be provided.

G - Piecework -Workmen will not contract, subcontract, work piecework or work for less than the scale of wages established by this Agreement. No individual employer shall offer and/or pay, and the workman will not accept, a bonus based on specific performance on any individual job.

H - Furnishing Equipment -Workmen covered by this Agreement shall not be required as a condition of employment to furnish, lease or loan, trucks or equipment, including welding machines, burning torches, etc.

I - Work Limitation - There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

J - Iron Workers Required on Structural Steel Erection - No less than six (6) men and a Foreman shall be employed around any guy or stiff leg derrick and, on all mobile or power-operated rigs of any description, no less than four (4) men and a Foreman shall be employed.

This Section 24-J shall be applied in accordance with International Circular Letter

No. 568 dated July 26, 1951, a copy of which will be found on pages 73 and 74.

This Subsection J may be modified by mutual agreement between the parties.

K - Riveting Gangs - Riveting gangs shall be composed of not less than four (4) men at all times. The individual employer may require Heaters to have their fires going ready to furnish hot rivets at the regular starting time but in such event, the Heaters shall be paid the applicable overtime rate for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, a Foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the Foreman to fill in temporarily in the gang.

This Subsection K may be modified by mutual agreement between the parties.

L - Iron Workers Required on Precast Concrete Erection - No less than two (2) men and a Foreman shall be employed on all mobile or power-operated rigs of any description when erecting precast concrete wall panels, beams, girders, columns, tilt up slabs and other precast concrete members.

This Subsection L may be modified by mutual agreement between the parties.

M - Physical Examinations - Employees shall not be prevented from securing employment as a result of physical examinations, except in cases of physical examinations required by City, State, Federal Government, Civil Service Rules, or as otherwise mandated by a project's owner or client. Where an individual employer requires a physical examination of a workman as a condition of employment, the individual employer will pay for the cost of the examination and will pay the workman at his

straight time hourly rate for time spent taking such examination.

N-1 - Compensation Insurance - The individual employer must at all times provide Workers' Compensation Insurance and proof of same must be furnished to the Union when requested.

N-2 - Ironworkers Negotiated Workers' Compensation Program - The Ironworkers Negotiated Workers' Compensation Program created by the Addendum to the Master Collective Bargaining Agreement, dated February 6, 2003 and as thereafter may be amended, is continued in existence. The Ironworkers Negotiated Workers' Compensation Program Trust created by the Agreement and Declaration of Trust dated January 15, 2003 is continued in existence. **Effective July 1, 2011**, a contribution of three and one half cents (\$.035) per hour for each hour paid for and/or worked will be made to the Ironworkers Negotiated Workers' Compensation Program.

O - Senior Employees - It is agreed by the parties hereto there shall be no discrimination as to job opportunities due to the age of the workmen.

P - Man Lifts - Construction elevators for hoisting men shall be provided, operated and maintained on or in buildings or structures forty-eight (48) feet or more down and/or sixty (60) feet or more in height in compliance with the Construction Safety Orders of the State of California or same Orders for the State of Nevada as applicable.

On buildings or structures where elevators or man-lifts are provided, the elevator where reasonable and practical must be operative not less than three (3) floors beneath the derrick floor or main work areas at all times and be equipped with

suitable communication or call system in the event of an emergency.

Q - Iron Workers Required on Window Wall or Curtain Wall Erection - All installation of window wall or curtain wall shall be performed by workmen covered by this Agreement. The provisions of the Subcontractor clause will be fully applicable to this Subsection.

R - Substance Abuse and Recovery Program - The New IMPACT Drug Free Workforce Program Guidelines will be utilized. The program will be mandatory for all Employers. Any employee not listed as Current/Negative in the IMPACT Drug Free Workforce database shall not be eligible for employment.

Employer is to pay a fixed stipend of \$35.00 for any of its employees who take and pass a random or eligibility test on their own time. Employer to pay employee actual time for employer or IMPACT initiated job site random test. If an employee is found to be non-negative and later confirmed, he/she is not considered employed from the time of the initial test and is not entitled to stand by pay awaiting the confirmation results.

During a random or jobsite test, if an Iron Worker submits a non-negative test result that is later confirmed, or, if he/she fails to comply with test request or refuses a test request, he/she is considered to have quit and will be paid by the employer within 72 hours.

If an employee is dispatched and is found to be ineligible for employment, the employer may send the Iron Worker for eligibility testing, at no cost to the employer. If the test results are non-negative, he/she is not considered employed. If the Iron Worker is tested and found to be eligible for employment, he/she is considered employed from the initial date/time of dispatch. Employees who are not eligible for

employment shall not be paid "show-up" expense.

A standing committee consisting of equal number of Labor and Management members shall be established to review and consider changes to the national IMPACT Drug Free Workforce policy.

The parties recognize the problems that substance abuse can create. Accordingly, the parties have established a substance abuse program to deal with the problems from both a safety and productivity point of view as well as recognizing the individual rights and wellbeing of each employee. Any program implemented must be in compliance with all applicable Federal and State laws.

Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that employee enrolled in such a program is receiving treatment for an illness.

All apprentices entering the industry shall be subject to the provisions of the IMPACT Drug Free Workforce program.

No other Drug and Alcohol Policy shall be used except where required by Federal, State, Government Agency, Client requirements or as part of an ongoing rehabilitation program.

S - Waiver of San Francisco Paid Sick Leave Ordinance - To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco

Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

SECTION 25. Safety Provisions

A - Planking Floors - Working floors must be covered tightly and safely over entire floor except for minimum openings left for ladders. No more than two (2) floors, or a maximum of thirty (30) feet beneath each scaffold shall remain open or uncovered.

On buildings, bridges or other structures erected or dismantled with mobile cranes or by other methods, planking, decking or nets will be provided in accordance with the Construction Safety Orders of the State of California and similar codes in the State of Nevada where applicable.

B - Stiffening and Supporting Working Load Points - When iron is landed on the floor or any point of a structure under construction, all connections shall be fitted up fully and tightened and substantial supports provided to sustain safely such added weight. No column shall be left standing in an unsafe manner.

C - Riding the Load or Load Falls - No workmen shall be permitted to ride the load or load fall except in case of inspection, erection and dismantling of derricks.

D-1 - Slings - Steel cable will be used instead of chains or hemp slings. Softeners will be used where necessary.

2 - Steel clamps shall not be used for structural steel erection except where such clamps are designed in accordance with O.S.H.A. regulations. Steel clamps and shake out hooks may be used for loading, unloading, shake out and yarding operations.

E - Communication System -

Whenever derricks are used for hoisting structural steel or other materials, two-way radio, telephone or other approved signals shall be used unless manual signals are most appropriate.

F - Protection of Signal Devices -

Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by Iron Workers.

G - Elevator Shaft Protection -

No workman will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above workmen working shall be planked safely in all elevator shafts.

H - Isolated Areas -

No Iron Worker will be required or permitted to work in an isolated hazardous area by himself where he may be cut off from immediate assistance in the event of an emergency.

I - Welding and Burning -

All Welders using automatic or semiautomatic equipment and/or Welders welding continuously, will be provided with filtered air, vacuum pickup system or any other suitable device when welding fumes, smoke and inadequate ventilation cause a health hazard. Safety equipment consisting of a welding hood, protective leathers and gloves will be issued for the Welder's use and shall be returned to the individual employer upon termination of the employee. No Welder will be required to weld continuously below floor level when a scaffold is not provided.

J - Floats -

All floats shall be not less than 3' x 6' x 3/4" in size, when possible and practical, and supporting ropes shall be 1" manila rope or the equivalent. The Personal

Fall Arrest System must be worn at all times when working on floats.

K - Overhead Cranes - When Iron Workers are performing work in or about overhead crane rails and the cranes are actively in operation, one or more Iron Workers shall be provided in a suitable location to serve as safety men for the protection of the workmen.

L - Tripping Hazard - All structural members having projections such as studs, etc., will be covered with planking or other suitable covering prior to erection to prevent the possibility of a tripping hazard. Structural steel members which do not have any projection above the flat surface of said members, such as studs, shear connectors, etc., will be excepted.

M - Safety Equipment - Iron Workers shall wear hard hats at all times and Personal Fall Arrest Systems when required. Such safety equipment shall be supplied by the individual employer to be returned when the employee is terminated.

N-1 - Bar Joists - Before bar joists can be set in bundles or singly on the supporting beams, the bar joist must be secured by bolting or welding to the supporting beams at each span center when possible or practical to ensure safety for further placement of joists. The remaining joists must be secured to the supporting beams as they are spread.

N-2 - Decking - Metal decking where used in lieu of wood planking shall be of equivalent strength and shall be laid tightly and secured to prevent movement in accordance with current Cal-O.S.H.A. standards.

O - Construction Over Water - When structural steel is being erected for new bridges, or, repair work of a hazardous nature on an existing bridge is being constructed over water, a power boat equipped with life

saving equipment will be manned by an Iron Worker while such work is being performed consistent with the intent of current Cal-O.S.H.A. standards.

P - High Voltage - When workmen are employed around high voltage on crane hot rails, the power shall be disconnected a safe distance from the nearest workman. Safety warning devices, such as lights, bells, horns or other type warning signals, are to be used. Crane stops are to be secured to crane rails while work is being performed.

Q - Sky Climber - Iron Workers working from a sky climber type scaffold shall perform such work in accordance with the California O.S.H.A. or State of Nevada safety orders.

R - Safety Orders - The individual employer and the individual employee agree to comply with all applicable safety and health laws, rules and regulations in connection with the Occupational Safety and Health Act (O.S.H.A.) and applicable laws enacted by the States of California and Nevada.

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The safety and health standards and rule contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

S - Ladders - On multi-story erection, a ladder or other suitable means of access to a

semitrailer truck, as determined by the employer, shall be provided.

T - The individual employer shall be solely responsible for the implementation of and responsibility for safety provisions, laws, rules and regulations at the job site.

SECTION 26. Business Agent on Job

The Business Agent of the Union shall be permitted on all jobs but will in no way interfere with the men during working hours unless permission is granted by the individual employer.

On projects under military guard, the individual employer will cooperate as far as regulations will permit.

SECTION 27. Job Steward

A steward shall be a working journeyman Iron Worker, appointed by the Business Agent, who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times. The Union agrees such duties shall be performed as expeditiously as possible and the Employers agree that stewards shall be allowed a reasonable amount of time for the performance of such duties. Such duties shall consist of enforcement of the provisions of this Agreement. The steward shall promptly take care of the personal needs (non-medical) of a workman injured on the job without any loss of time and/or pay during his regular scheduled shift on the day the injury occurs. In no event will the work of an individual employer be delayed or interrupted because of the lack of a steward on the job under these circumstances. The Business Agent shall notify the individual employer in writing of the appointment of such steward. The job steward will be notified prior to the time employees are to be laid off. In no event shall an individual employer discriminate against a steward, or lay him off, or discharge him on account of any action taken by him in

the proper performance of his union duties. Further, when Iron Workers are laid off, the job steward will be the last man laid off and will be included in all overtime worked, providing he is capable of performing the work in question. On all overtime work and work on Saturdays, Sundays and holidays, the individual employer or his representative shall advise the job steward in advance of such work.

SECTION 28. Grievance Procedure

Boards of Adjustment shall be created for the settlement of disputes, except jurisdictional disputes, which shall be composed of two (2) representatives selected by the Union and two (2) representatives selected by the Employers. Members of a Board of Adjustment shall be affiliated neither with the Local Union or the individual employer involved in the specific grievance hearing. One of the two representatives selected by the Union shall be the President of the District Council of Iron Workers or his designated representative and the representatives of the individual signatory employers shall be selected by the Employers Association involved. It is agreed all individual employers covered by this Agreement will be represented by one of the Associations and such individual employers shall reimburse the Association selected, actual costs incurred in preparation for such representation. Said Board shall organize within three (3) working days or as soon as practical and shall elect a Chairman and a Secretary and shall adopt rules of procedure which shall bind the contracting parties. Said Board shall have the power to adjust any differences that may arise regarding the meaning and enforcement of this Agreement. Within fifteen (15) days of the time any dispute is referred to it by either party, said Board shall meet to consider such dispute. If the Board cannot agree on any matter referred to it, the members thereof within three (3) days shall choose a fifth member who shall have no business or financial connection with either party. The

decisions of said Boards shall be determined by a majority of their members and, pending such decisions, work shall be continued in accordance with the provisions of this Agreement. Any and all expenses incurred by Boards of Adjustment created under this Section 28, including but not limited to the expense of employing a fifth member, shall be borne by the California Field Iron Workers Administrative Trust. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless called to the attention of the individual employer or the Local Union involved in writing within fifteen (15) days after the alleged violation is committed. Copies of decisions of the Boards shall be mailed to the individual employer involved in this dispute, the appropriate Association, the California Ironworker Employers Council and the Union.

It is agreed expressly the provisions of Sections 28 and 29 of this Agreement shall not be applicable with respect to the refusal by an individual employer to comply with the provisions of Sections 10-F, 11, 12, 13, 14A, 14B, 14C, 15 and 16 of this Agreement.

SECTION 29. Strikes and Lockouts

A - It is agreed mutually there shall be no strikes authorized by the Union and no lockouts authorized by the Employers, or individual employer, except for the refusal of either party to submit to arbitration, in accordance with Section 28, or failure on the part of either party to carry out the award of the Joint Adjustment Board.

B - Every facility of each of the parties hereto is hereby pledged to overcome immediately any such situation; provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind any picket line established by an International Union affiliated with the Building and Construction Trades Department of the American Federation of

Labor Congress of Industrial Organizations or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the local Building and Construction Trades Council having jurisdiction over the area in which the job is located after the individual employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the individual employer involved to his last known address.

SECTION 30. Jurisdictional Disputes

A - The individual employer or his representative agrees to make work assignments consistent with decisions of record, agreements of record and, in the absence of such decisions or agreements of record, based on established trade and area practice.

B - In the event of jurisdictional disputes between Local Unions of the Iron Workers as to the jurisdiction of the work performed by the Contractors and/or Subcontractors and the Unions signatory to this Agreement, this dispute shall be referred to and settled by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. Pending the settlement of any such dispute, the original work assignment made by the individual employer shall remain in effect and the work in question shall proceed without interruption.

C - In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by other unions than those affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, this dispute shall be referred to the International Unions involved for determination by whatever procedures they may adopt and the work shall proceed as assigned by the individual employer until

such determination by the International Unions has been made. A decision rendered by said International Unions in any given jurisdictional determination shall be implemented immediately by the individual employer involved.

D - The parties hereto agree there shall be no slow down or stoppage of work and each agrees the decision of the authorities as set forth in this Section 30 shall be final and binding upon them.

SECTION 31. Scope of Agreement

This Agreement contains all the provisions agreed upon by the Employers and Union. Neither the Employers nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Joint Adjustment Board pursuant to Section 28.

SECTION 32. Savings Clause

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect, unless the parts so held invalid are wholly inseparable from the remaining portions of this Agreement. The parties agree if and when any provisions of this Agreement are so rendered or declared invalid they will then promptly enter into negotiations concerning the substance thereof. It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

SECTION 33. Geographic and Market Conditions

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the Industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the individual employer and the competitive position of the individual employer.

To that end a Committee consisting of three (3) members appointed by the Employers and three (3) members appointed by the District Council of Iron Workers, one of which will be a representative appointed by the Business Manager from the affected Local Union. The Committee will meet not less than quarterly at a mutually agreed on time and place to review requests from the Union and/or individual employer for relief or other modifications to the Agreement in order to respond to those markets which are shown to be lost or substantially lost to the non-signatory segment of the Industry.

Any modifications made to the Agreement by the Committee shall be reviewed biannually to determine the effectiveness of the changes. The individual employer and effected Local Union shall be responsible to provide market data in order to determine whether such modifications have been effective.

SECTION 34. Duration and Termination

This Agreement and any amendments thereto made as provided for herein shall remain in full force and effect until midnight June 30, 2020 and, unless written notice be given by either party to the other at least one hundred twenty (120) days but not more than one hundred fifty (150) days prior to such date of a desire to change, modify, amend, supplement, renew, extend or terminate this Agreement, it shall continue in full force and effect an additional year thereafter and shall remain in effect from year to year thereafter unless notice is given in writing by either party to the other at least one hundred twenty (120) days but not more than one hundred fifty (150) days prior to the expiration of such contract year.

Any notice prior to June 30, 2020 or any subsequent anniversary year as provided for in this Section, given by either party to the other, expressing a desire to change, modify, amend, supplement, renew or extend the provisions of this Agreement, shall not have the effect of terminating this Agreement at that time. In the event no agreement is reached by June 30, 2020 or June 30th of any subsequent year, either party may give written notice of intention to terminate the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Pinole, State of California.

For the Union

**District Council of
Iron Workers of the
State of California
and Vicinity**
Donald Zampa

Local Union 118
Karl Pineo

Local Union 155
Don Savory

Local Union 229
Juan "Johnny"
Galvan

Local Union 377
Charles Hernandez

Local Union 378
Jeff McEuen

Local Union 416
Hart Keeble

Local Union 433
Michael Silvey

For the Employers

Western Steel Council
Greg McClelland

**Industrial Contractors,
UMIC, Inc.**
Michael Vlaming

**Associated General
Contractors of
California, Inc.**
Mark Reynosa

**Southern California
Contractors
Association, Inc.**
Mike Roddy

**Steel Fabricators
Association of
Southern California,
Inc.**
Garry Title

**Nevada Chapter of the
Associated General
Contractors of
America, Inc.**
Craig Madole

United Contractors
Victor Sella

**Association of
Construction
Employers**
Michael Walton

**Building Industry
Association of
Southern California,
Inc.**
Pam Ackrich

**United General
Contractors, Inc.**
Mitchell G. Weiss

CIRCULAR LETTER NO. 568

**TO ALL AFFILIATED OUTSIDE ERECTION
LOCAL UNIONS:**

GREETINGS:

Due to the many inquiries received from our affiliated outside erection local unions relative to clarification of Paragraph A, Section 15, Article XVIII-A, which is captioned "General Working Rules of the International Association of Bridge, Structural and Ornamental Iron Workers", it has been decided that this letter of clarification be directed to all outside erection local unions in order to eliminate any future misunderstandings.

Paragraph A of Section 15, Article XVIII-A, states as follows:

"No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The clarification requested deals with the portion of the above quoted section which states as follows:

"On all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The above quoted section provides for the number of men to be used on a guy or stiff leg derrick and on all mobile or power operated rigs when such equipment is used on steel erection. On all other work operations coming under the jurisdiction of this International Association where members of this Association are employed a sufficient number of men will be employed in order that the work involved can be performed in a safe and expeditious manner. This means that an

employer will not be required to use four (4) men and a foreman on work operations not requiring this number of men. It also means that on rigging or unloading operations where more than four men and a foreman are required, such additional members will be employed.

It is of the utmost importance that the officers and members of this International Association exercise good judgment in determining the proper number of members to be used on certain work operations where mobile or power operated rigs are used. The safety of the members employed must be considered as well as the possible over manning of a specific work operation which, in many instances, has resulted in such work operations being assigned to other crafts and subsequently resulted in jurisdictional disputes.

This letter should be read to the membership of your local union at the next regular meeting and all job stewards must be acquainted with the subject matter contained herein.

Fraternally yours,
J. H. Lyons
General President

J. R. Downs
General Secretary

**SCHEDULE
APPRENTICES HOURLY
WAGE RATES
AND
JOURNEYMAN IRON WORKERS
TOTAL HOURLY WAGE &
FRINGE BENEFIT PACKAGE**

**HOURLY WAGE RATES - APPRENTICE IRON WORKERS
REINFORCING, STRUCTURAL & ORNAMENTAL APPRENTICES - FOUR YEARS**

	<u>1st Period</u>	<u>2nd Period</u>	<u>3rd Period</u>	<u>4th Period</u>	<u>5th Period</u>	<u>6th Period</u>	<u>7th Period</u>	<u>8th Period</u>	<u>Journeyman</u>
Effective	50%	55%	60%	65%	75%	80%	90%	95%	
7-1-17	\$18.25	\$20.08	\$21.90	\$23.73	\$27.38	\$29.20	\$32.85	\$34.68	\$36.50

**HOURLY WAGE RATES - APPRENTICE IRON WORKERS
REINFORCING, STRUCTURAL & ORNAMENTAL APPRENTICES - FOUR YEARS**

This rate **does not apply** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco

	<u>1st Period</u>	<u>2nd Period</u>	<u>3rd Period</u>	<u>4th Period</u>	<u>5th Period</u>	<u>6th Period</u>	<u>7th Period</u>	<u>8th Period</u>	<u>Journeyman</u>
Effective	50%	55%	60%	65%	75%	80%	90%	95%	
1-1-18.....	\$18.50	\$20.35	\$22.20	\$24.05	\$27.75	\$29.60	\$33.30	\$35.15	\$37.00
6-1-18.....	\$18.50	\$20.35	\$22.20	\$24.05	\$27.75	\$29.60	\$33.30	\$35.15	\$37.00
7-1-18.....	\$19.00	\$20.90	\$22.80	\$24.70	\$28.50	\$30.40	\$34.20	\$36.10	\$38.00
1-1-19.....	Wage increase will be allocated prior to 1-1-19.								
7-1-19.....	Wage increase will be allocated prior to 7-1-19.								

**HOURLY WAGE RATES - APPRENTICE IRON WORKERS
REINFORCING, STRUCTURAL & ORNAMENTAL APPRENTICES - FOUR YEARS**

This rate **applies only** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco

	<u>1st Period</u>	<u>2nd Period</u>	<u>3rd Period</u>	<u>4th Period</u>	<u>5th Period</u>	<u>6th Period</u>	<u>7th Period</u>	<u>8th Period</u>	<u>Journeyman</u>
Effective	50%	55%	60%	65%	75%	80%	90%	95%	
1-1-18.....	\$18.75	\$20.63	\$22.50	\$24.38	\$28.13	\$30.00	\$33.75	\$35.63	\$37.50
6-1-18.....	\$18.75	\$20.63	\$22.50	\$24.38	\$28.13	\$30.00	\$33.75	\$35.63	\$37.50
7-1-18.....	\$19.13	\$21.04	\$22.95	\$24.86	\$28.69	\$30.60	\$34.43	\$36.34	\$38.25
1-1-19.....	Wage increase will be allocated prior to 1-1-19.								
7-1-19.....	Wage increase will be allocated prior to 7-1-19.								

FENCE ERECTOR APPRENTICES

	<u>1st Period</u>	<u>2nd Period</u>	<u>3rd Period</u>	<u>4th Period</u>	<u>5th Period</u>	<u>6th Period</u>	<u>7th Period</u>	<u>8th Period</u>	<u>Journeyman</u>
Effective	50%	55%	60%	65%	75%	80%	90%	95%	
7-1-17	\$15.04	\$16.54	\$18.05	\$19.55	\$22.56	\$24.06	\$27.07	\$28.58	\$30.08

FENCE ERECTOR APPRENTICES

This rate **applies only** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco.

	<u>1st Period</u>	<u>2nd Period</u>	<u>3rd Period</u>	<u>4th Period</u>	<u>5th Period</u>	<u>6th Period</u>	<u>7th Period</u>	<u>8th Period</u>	<u>Journeyman</u>
Effective	50%	55%	60%	65%	75%	80%	90%	95%	
1-1-18	\$15.54	\$17.09	\$18.65	\$20.20	\$23.31	\$24.86	\$27.97	\$29.53	\$31.08
6-1-18	\$15.54	\$17.09	\$18.65	\$20.20	\$23.31	\$24.86	\$27.97	\$29.53	\$31.08
7-1-18	\$15.92	\$17.51	\$19.10	\$20.69	\$23.87	\$25.46	\$28.65	\$30.24	\$31.83
1-1-19	Wage increase will be allocated prior to 1-1-19.								
7-1-19	Wage increase will be allocated prior to 7-1-19.								

FENCE ERECTOR APPRENTICES

This rate **does not apply** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco

	<u>1st Period</u>	<u>2nd Period</u>	<u>3rd Period</u>	<u>4th Period</u>	<u>5th Period</u>	<u>6th Period</u>	<u>7th Period</u>	<u>8th Period</u>	<u>Journeyman</u>
Effective	50%	55%	60%	65%	75%	80%	90%	95%	
1-1-18	\$15.29	\$16.82	\$18.35	\$19.88	\$22.94	\$24.46	\$27.52	\$29.05	\$30.58
6-1-18	\$15.29	\$16.82	\$18.35	\$19.88	\$22.94	\$24.46	\$27.52	\$29.05	\$30.58
7-1-18	\$15.79	\$17.37	\$18.95	\$20.53	\$23.69	\$25.26	\$28.42	\$30.00	\$31.58
1-1-19	Wage increase will be allocated prior to 1-1-19.								
7-1-19	Wage increase will be allocated prior to 7-1-19.								

**TOTAL HOURLY WAGE & FRINGE BENEFIT PACKAGE
FOR JOURNEYMEN IRON WORKERS**

REINFORCING, STRUCTURAL & ORNAMENTAL

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Apprenticeship Training	Welfare Plan	Pension Plan	Administrative Fund	Lab. Mgt. Cooperative Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
7-1-17	\$36.50	\$4.00	\$40.50	\$.72	\$9.55	\$13.32	\$.03	\$.34	\$2.21	\$.25	\$.035	\$66.95½

**TOTAL HOURLY WAGE & FRINGE BENEFIT PACKAGE
FOR JOURNEYMEN IRON WORKERS**

REINFORCING, STRUCTURAL & ORNAMENTAL

This rate **applies only** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Apprenticeship Training	Welfare Plan	Pension Plan	Administrative Fund	Lab. Mgt. Cooperative Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
1-1-18	\$37.50	\$4.00	\$41.50	\$.72	\$9.55	\$13.32	\$.03	\$.34	\$2.21	\$.25	\$.035	\$67.95½
6-1-18	\$37.50	\$4.25	\$41.75	\$.72	\$9.55	\$13.32	\$.03	\$.34	\$2.21	\$.00	\$.035	\$67.95½
7-1-18	\$38.25	\$4.55	\$42.80	\$.72	\$9.55	\$13.32	\$.03	\$.34	\$2.91	\$.00	\$.035	\$69.70½
1-1-19.....	Total monetary increase of \$2.75 to be allocated prior to 1-1-19.											
7-1-19.....	Total monetary increase of \$2.75 to be allocated prior to 7-1-19.											

**TOTAL HOURLY WAGE & FRINGE BENEFIT PACKAGE
FOR JOURNEYMEN IRON WORKERS**

REINFORCING, STRUCTURAL & ORNAMENTAL

This rate **does not apply** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Apprenticeship Training	Welfare Plan	Pension Plan	Administrative Fund	Lab. Mgt. Cooperative Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
1-1-18	\$37.00	\$4.00	\$41.00	\$.72	\$9.55	\$13.32	\$.03	\$.34	\$2.21	\$.25	\$.035	\$67.45½
6-1-18	\$37.00	\$4.25	\$41.25	\$.72	\$9.55	\$13.32	\$.03	\$.34	\$2.21	\$.00	\$.035	\$67.45½
7-1-18	\$38.00	\$4.55	\$42.55	\$.72	\$9.55	\$13.32	\$.03	\$.34	\$2.91	\$.00	\$.035	\$69.45½
1-1-19.....	Total monetary increase of \$2.00 to be allocated prior to 1-1-19.											
7-1-19.....	Total monetary increase of \$2.25 to be allocated prior to 7-1-19.											

Tropicana Interchange Design Build
Contract No. 3855

FENCE ERECTOR

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Apprenticeship Training	Welfare Plan	Pension Plan	Administrative Fund	Lab. Mgt. Cooperative Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
7-1-17	\$30.08	\$ 2.70	\$32.78	\$.51	\$7.38	\$8.99	\$.03	\$.01	\$1.66	\$.17	\$.035	\$51.56½

FENCE ERECTOR

This rate **does not apply** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Apprenticeship Training	Welfare Plan	Pension Plan	Administrative Fund	Lab. Mgt. Cooperative Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
1-1-18	\$30.58	\$2.70	\$33.28	\$.51	\$7.38	\$8.99	\$.03	\$.01	\$1.66	\$.17	\$.035	\$52.06½
6-1-18	\$30.58	\$2.87	\$33.45	\$.51	\$7.38	\$8.99	\$.03	\$.01	\$1.66	\$.00	\$.035	\$52.06½
7-1-18	\$31.58	\$3.17	\$34.75	\$.51	\$7.38	\$8.99	\$.03	\$.01	\$2.36	\$.00	\$.035	\$54.06½
1-1-19.....	Wage increase will be allocated prior to 1-1-19.											
7-1-19.....	Wage increase will be allocated prior to 7-1-19.											

FENCE ERECTOR

This rate **applies only** to the Counties of Alameda, Contra Costa, San Mateo, Santa Clara and San Francisco

Effective	Wage Rate	Vacation Plan	Sub-Total Tax Purposes	Apprenticeship Training	Welfare Plan	Pension Plan	Administrative Fund	Lab. Mgt. Cooperative Trust	Annuity Fund	IMPACT	Workers' Comp Trust Fund	Total Package
1-1-18	\$31.08	\$2.70	\$33.78	\$.51	\$7.38	\$8.99	\$.03	\$.01	\$1.66	\$.17	\$.035	\$52.56½
6-1-18	\$31.08	\$2.87	\$33.95	\$.51	\$7.38	\$8.99	\$.03	\$.01	\$1.66	\$.00	\$.035	\$52.56½
7-1-18	\$31.83	\$3.17	\$35.00	\$.51	\$7.38	\$8.99	\$.03	\$.01	\$2.36	\$.00	\$.035	\$54.31½
1-1-19.....	Wage increase will be allocated prior to 1-1-19.											
7-1-19.....	Wage increase will be allocated prior to 7-1-19.											

**JURISDICTIONAL
BOUNDARIES
AND
GEOGRAPHICAL DESCRIPTIONS
IRON WORKERS LOCAL UNIONS**

118, SACRAMENTO

155, FRESNO

229, SAN DIEGO

377, SAN FRANCISCO

378, OAKLAND

416, LOS ANGELES

433, LOS ANGELES

**IRON WORKERS
LOCAL UNION 118**

(916) 646-6976

**GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 118**

The southern border of Local 118 is described as a line drawn from Ceres, California on Highway 99 eastward through Chinese Camp, California, thence to Sweetwater Nevada, continuing east on this line to a point which is the easterly limits of the jurisdiction of Locals 118 and 155.

The northern boundary of Local 118 is recognized as the California-Oregon state line. The westerly boundary, of Local 118 starts at the junction of Highway 199 and the California-Oregon state line and extends on a straight line through Wilbur Springs to Highway 20, thence to Vacaville in Solano County, thence to Rio Vista, Solano County thence to Ceres, Stanislaus County where it joins the jurisdictional boundary line of Local Union 155, Fresno, California. It is understood that the Travis Air Force Base will be within the Jurisdiction of Local Union 378 and that the cities of Vacaville, Rio Vista, Manteca, Modesto, and Ceres will be within the jurisdiction of Local 118.

**IRON WORKERS
LOCAL UNION 155**

(559) 251-7388

**GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 155**

The southernmost boundary will also be the line previously described as the northernmost boundary of Locals 416 and 433. The northern boundary of Local 155 starts on a point on the Pacific Ocean on a straight line drawn through the towns of Gonzales and Ceres, California, thence on a straight line from Ceres through Chinese Camp, California, and thence to Sweetwater, Nevada, thence to a point two miles south of Quartz Mountain Nevada and continuing on this line east to a point which is the easterly limits of the jurisdiction of Locals 155 and 118. It is agreed that the towns of Newman and Keyes are within the jurisdiction of Local 155. The town of Gonzales is within the jurisdiction of Local 377. The town of Crows Landing is within the jurisdiction of Local 378. The town of Ceres is within the jurisdiction of Local 118.

**IRON WORKERS
LOCAL UNION 229**

(858) 571-5238

**GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 229**

The southernmost border to be the Mexican border. The northern boundary of Local 229 and the southern boundary of Local 433 to be described as follows: a line extending from San Clemente on the Pacific Ocean east to northernmost boundary line of San Diego County, thence on a straight line east through the town of Mecca, thence on a straight line through the town of Ripley, California, to the Colorado River. It is further understood that the San Clemente Islands, the towns of San Clemente, Mecca and Ripley are within the jurisdiction of Local 229.

**IRON WORKERS
LOCAL UNION 377****(415) 285-3880****GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 377**

The jurisdiction of Local 377 is bounded on the West by the Pacific Ocean, and on the extreme North by the California-Oregon state line. The easterly boundary of Local 377 is described as a straight line starting at the junction of Highway 199 and the California-Oregon state line and extending south through Wilbur Springs to Highway 20. The boundary line between Locals 377 and 378 then extends westward along Highway 20 to the junction of Highway 20 and Highway 101. From this junction, southward, Highway 101 continues to be the dividing line between 377 and 378 until 101 crosses the San Antonio Creek on the Marin-Sonoma County line. From that point in a southerly direction the dividing line between 377 and 378 divides the Bay and follows the common County lines between (1) Sonoma-Marin Counties, (2) Marin and Contra Costa Counties, (3) San Francisco and Alameda Counties, (4) San Mateo and Alameda Counties, (5) Santa Clara and Alameda Counties, (6) Santa Clara and Stanislaus Counties, (7) Santa Clara and Merced Counties to Pacheco Pass, which is also a point on the straight line between Gonzales and Ceres (See Local 155). It is agreed that Local 377's jurisdiction includes all of Santa Clara County and all work done on Highway 101 between and including Gonzales, California and the California-Oregon state line.

**IRON WORKERS
LOCAL UNION 378****(707) 746-6100****GEOGRAPHICAL DESCRIPTION
IRON WORKERS LOCAL UNION 378**

The northern boundary of Local 378 follows the south side of Highway 20 from Wilbur Springs to the junction of Highway 20 and Highway 101, from that point south Highway 101 is the dividing line between Local 377 and 378 until Highway 101 crosses San Antonio Creek on the Marin-Sonoma County Line. From that point in a southerly direction the dividing line between 377 and 378 divides the bay and follows the common county lines between (1) Sonoma-Marin Counties, (2) Marin and Contra Costa Counties, (3) San Francisco and Alameda Counties, (4) San Mateo and Alameda Counties, (5) Santa Clara and Alameda Counties, (6) Santa Clara and Stanislaus Counties, (7) Santa Clara and Merced Counties to Pacheco Pass. From Pacheco Pass in a northerly direction and on a straight line to Ceres on Highway 99. The easterly boundary of Local 378 is described as a straight line extending from Wilbur Springs to Vacaville in Solano County thence to Rio Vista, Solano County, thence to Ceres, California where it joins the jurisdictional boundary of Locals 155 and 118.

It is agreed that the Travis Air Force Base, the town of Crows Landing and any work performed on Highway 20 between Wilbur Springs and Highway 101 is within the jurisdiction of Local 378.

**IRON WORKERS
LOCAL UNION 416
(562) 868-1251**

**IRON WORKERS
LOCAL UNION 433
(626) 964-2500**

**GEOGRAPHICAL DESCRIPTION
IRON WORKERS
LOCAL UNIONS 416 and 433**

The southernmost boundary to be the same as the northernmost boundary of Local 229.

The northern boundary of Local 416 and 433 is as follows: a straight line from the Pacific Ocean through the town of Orcutt to Grapevine Station on Highway 99, thence on a straight line to the town of Tehachapi, then on a straight line to the junction of Highway 14 and Highway 395, thence on Highway 14 to Inyo County line, thence northeast through junction of Highway 190 and Highway 127 and Death Valley Junction, thence to Nevada State line, thence continuing east on this line to the easterly limits of the jurisdiction of Local Unions 416 and 433. It is understood the towns of Orcutt, Grapevine, and Tehachapi are in the jurisdiction of Local 155.

Death Valley Junction is within the jurisdiction of Locals 416 and 433. The jurisdiction of Locals 416 and 433 also covers all of Clark County and portions of Lincoln and Nye Counties in Nevada as per letter from General Executive Board. Catalina Island and the Santa Barbara Islands are also within the jurisdiction of Local 416 and 433.

**IRONWORKER EMPLOYEES' BENEFIT
CORPORATION
AND
CALIFORNIA FIELD IRONWORKERS TRUST
FUNDS**

**131 North El Molino Avenue, Suite 330
Pasadena, CA 91101
(626) 792-7337**

Risë Spiegel, Executive Director

**IRONWORKER EMPLOYEES' BENEFIT
CORPORATION
BOARD OF DIRECTORS**

Union

Donald A. Zampa,
Chairman
District Council

Terry Wright
Local Union 75

Karl Pineo
Local Union 118

Don Savory
Local Union 155

Johnny Galvan
Local Union 229

Charles Hernandez
Local Union 377

Jeff McEuen
Local Union 378

Hart Keeble
Local Union 416

Michael Silvey
Local Union 433

Management

Richard Barbour,
Chairman
The Herrick
Corporation

Jeff Casadont
Gerdau
Reinforcing Steel

Steve Davis
CMC Rebar

Charles Krebs
Rebar
Engineering, Inc.

Greg McClelland
Western Steel
Council

Dave McEuen
California Erectors,
Inc.

Dylan Olson
Olson & Co. Steel

Michael Vlaming
Industrial
Contractors, Inc.

Daniel Welsh
Washington Iron
Works, Inc.

**PENSION TRUST BOARD OF TRUSTEES
(800) 527-4613**

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District Council

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Local Union 75

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Local Union 118

Don Savory
Local Union 155

Johnny Galvan
Local Union 229

Charles Hernandez
Local Union 377

Jeff McEuen
Local Union 378

Hart Keeble
Local Union 416

Michael Silvey
Local Union 433

Management

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Washington Iron
Works, Inc.

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Inc.

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The Herrick
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Steve Davis
CMC Rebar

Charles Krebs
Rebar
Engineering, Inc.

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Council

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Inc.

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Olson & Co. Steel

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Industrial
Contractors, Inc.

**WELFARE TRUST BOARD OF TRUSTEES
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District Council

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Local Union 75

Karl Pineo
Local Union 118

Don Savory
Local Union 155

Johnny Galvan
Local Union 229

Charles Hernandez
Local Union 377

Jeff McEuen
Local Union 378

Hart Keeble
Local Union 416

Michael Silvey
Local Union 433

Management

Greg McClelland,
Chairman
Western Steel
Council

Dennis Andersen
Pacific Erectors,
Inc.

Richard Barbour
The Herrick
Corporation

Steve Davis
CMC Rebar

Charles Krebs
Rebar Engineering,
Inc.

Dave McEuen
California Erectors,
Inc.

Dylan Olson
Olson & Co. Steel

Michael Vlaming
Industrial
Contractors, Inc.

Daniel Welsh
Washington Iron
Works, Inc.

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(800) 527-4613**

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Chairman
District Council

Terry Wright
Local Union 75

Karl Pineo
Local Union 118

Don Savory
Local Union 155

Johnny Galvan
Local Union 229

Charles Hernandez
Local Union 377

Jeff McEuen
Local Union 378

Hart Keeble
Local Union 416

Michael Silvey
Local Union 433

Management

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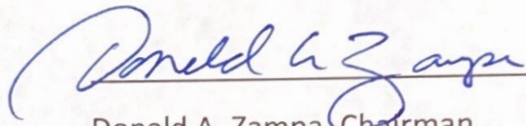
LABOR Proposal

June 18, 2020 @ 4:10 pm

AGREEMENT TO EXTEND CURRENT CBA AGREEMENT

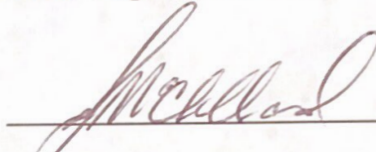
It is hereby agreed by and between the District Council of Iron Workers of the State of California and Vicinity and the California Ironworker Employers Council, Inc., as the collective bargaining representative for its employer members, that effective July 1, 2020 the total package shall be increased by \$1.15 per hour, ten cents (\$.10) of which is allocated to the H&W Trust, throughout the entire geographical areas covered by the July 1, 2017, to June 30, 2020 Collective Bargaining Agreement (CBA). The terms and conditions of the current CBA shall be extended, through midnight, December 31, 2020.

DATE: 6/18/2020



Donald A. Zampa, Chairman
DCIW Negotiating Committee

DATE: 6/18/2020



Greg McClelland, CIEC Secretary
CIEC Negotiating Committee

DATE: 6-18-2020



Daniel L. Welsh, Co-Chairman
CIEC Negotiating Committee

"Master"
Collective Bargaining Agreement

Between

International Association of
Heat and Frost Insulators
And Allied Workers
Local #135

And

Western Insulation Contractors
Association
Southern Nevada Chapter

July 1, 2019 thru June 30, 2022

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MASTER AGREEMENT

This Agreement, made and entered into this 1st day of July 2019, by and between _____ here in after called the "Association", and INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO. 135 of Las Vegas, Nevada, hereinafter called the "Union".

PREAMBLE

This Agreement provides for collective bargaining and union-management relations and as such recognizes as its principles a local union, the employees represented by it, and any individual, firm, corporation, or properly constituted association of employers as are known and recognized in the industry. A local union is a chartered local of the International Association of Heat and Frost Insulators and Allied Workers, which shall have an office address with telephone service where the business agent or authorized officer can be communicated with. An insulation employer is one maintaining a regular place of business and with a name on the premises, listed in a telephone directory and with at least one person on the premises to give service to the industry during regular business hours and the place where employees represented by the local union are employed, discharged, and may receive their wages. Each employer shall be licensed and bonded to do business within the State of Nevada.

The Union adheres to the principle of a fair day's work for a fair day's pay and recognizes the Employer's desire to improve job productivity and efficiency for the betterment of the insulation industry. The Union and the Employers will fully cooperate in utilizing new materials and approved methods to achieve these desires.

DEFINITIONS

1. Union: Allied Workers Local Union No. 135, International Association of Heat and Frost Insulators and Allied Workers.
2. Employee: Any person covered by this Collective Bargaining Agreement.
3. Employer: A contractor who is signatory or otherwise bound to this Agreement.
4. Association: Western Insulation Contractors Association, Southern Nevada Chapter.
5. Jobsite: Refers to the construction, alteration, painting, or repair of a building, structure or other work.
6. Project Agreement: Agreements negotiated on a Local Union level or on an International level for a specific project, industry, or area.

ARTICLE I - RECOGNITION AND TERRITORIAL JURISDICTION

Section A: Recognition:

It is mutually agreed, understood and acknowledged that the Heat & Frost Insulators and Allied Workers Local Union #135 is the sole and exclusive bargaining representative Of all Employees covered by this agreement. Upon the Union's request for recognition as majority representative, the Employer verified the evidence presented by the union demonstrating that the Union represents an uncoerced majority of the Employer's insulation employees. Based on this clear and unequivocal demonstration of majority support, the Employer recognizes the Union as the sole and exclusive bargaining representative and acknowledges that the Union represents a majority of employees employed to perform bargaining unit work.

This recognition agreement is made pursuant to Section 9a of the National Labor Relations Act (29 U.S.C. Section 159a).

Section B: Territorial Jurisdiction:

1. It is hereby agreed that this Agreement shall be binding upon each Employer and upon the Union and each Employee represented by the Union within the Territorial Jurisdiction boundary of the Union as designated in it's charter granted by the International Association of Heat and Frost Insulators and Asbestos Workers which are the counties of Clark, Lincoln, Nye and Esmeralda in the State of Nevada.

2. The Employer further agrees that on all operations outside the chartered territory of the Union they will abide by the rates of pay, work standards and rules established by the Collective Bargaining Agreement between the Local Insulation Contractor and the Local Union in that territorial jurisdiction. No more than one (1) member-mechanic can work on any one (1) operation of any one (1) employer within the jurisdiction of another local union, unless there is a shortage of labor in that jurisdiction. The employer is privileged to send the mechanic (job foreman) as outlined above, but cannot bring a mechanic (job foreman) into an area where he is already bound by a collective bargaining agreement. Such members must conform to the working rules and trade agreements of the local union under whose jurisdiction they work, and whose Business Manager they must notify not later than twenty-four (24) hours after said work has been started, interrupted, resumed or completed. (This means each new job foreman must report.). They shall receive the wage rate highest in either of the two locals, and the higher board or travel allowance applicable to the particular jobsite, and shall receive the fringe benefits of their home local, which shall be payable to their home local in accordance with its administration of same. If the fringe benefit package in the area worked is higher than the home local's fringe benefit package, then the difference between the benefit packages must be applied to and be part of the wages making the total package equal to the higher total package of the collective bargaining agreement in the area worked. They shall work under the working conditions, such as hours and observed holidays, of the contract of the local in whose jurisdiction the job is located. For purposes of this Article the term "fringe benefits" include welfare, pension, or other similar funds, but not vacation funds, which

for the purpose of this Article, are included as wages. An “operation” as herein defined means all contracts on or within the premises of a building, hotel, mine, mill, factories, etc.

3. Any job over 40 hours duration shall have at least (1) employee represented by Local #135 employed on the same.

ARTICLE II - WORK COVERED

Section A: General

1. This Agreement covers the rates of pay, rules and working conditions of all Mechanics and Apprentices (Improvers) covered by this Agreement and employed by an Employer signatory to or otherwise committed to abide by this Agreement, regardless of the location of their employment within the territorial jurisdiction of Local Union #135, when they are engaged in the work that has been or becomes within the craft jurisdiction of Local Union #135.

2. This work includes the preparation, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulation with such materials as may be specified when those materials are to be installed for thermal purposes and fire protection purposes in voids, or to create voids, or on piping, fittings, HVAC ductwork, grease ducts, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound attenuation purposes on mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping, Nanotechnology, energy audits, thermography, and thermal imaging. This work also includes all labor connected with the handling, truck driving and distribution of thermal insulation on the job premises. This article does not include pre-manufactured insulation or insulation accessories, however any manufacturing by signatory contractors will be covered by Local #135 employees in accordance with this agreement.

3. All duct lining, plenum lining and duct wrapping, done on the jobsite for acoustical or thermal purposes will be the work of this Local Union

4. All asbestos abatement (removal), toxic waste cleanup, handling and/or the removal of hazardous waste materials from the aforementioned subsection (2) of this Article II, Section A, and the preparation therefore will be the work of this Local Union. Hazardous and toxic materials are any and all materials, which are defined by O.S.H.A. or E.P.A.

5. All thermal tape, pads, mitered fittings (insulation, metal or plastic), batts and lags shall be fabricated by the Employees covered by this Collective Bargaining Agreement when such fabricated items are to be installed by Asbestos Workers, regardless of the location the Employer chooses to have such items fabricated, within the territorial jurisdiction of Local Union #135.

6. This Agreement covers the rates of pay, hours and other terms and conditions of employment with firestopping or fireproofing technicians, and apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing, and maintenance of the following, when applied by a machine or other application methods of all firestopping materials including, but not limited to: intumescent firestop sealant, intumescent firestop blocks, elastomeric firestop sealant, self-leveling firestop sealant, trowelable firestop compound, firestop collars, composite sheets, putty pads, fire containment pillows, wrap strips, putty sticks, firestop mortar, firestop mastic, refractory ceramic fiber blanket for kitchen exhaust and fire rated duct systems, or other materials used in connection with labor, and to include other fire protection materials such as boots and cable coatings which are connected with the handling or distributing of the above insulating materials, or the repair and maintenance of all equipment, on the job premises. The types of work shall include, but not be limited to: top of wall, curtain wall, fire rated wall penetrations, grease ducts, stairwell pressurization systems, beam, column, and deck fireproofing. Application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke, or other gases. The application included all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, and sealing of penetrating items and blank openings.

7. In addition, this shall include all other work awarded to the Union through International Union Agreements, through Decisions of Records and Agreement of Record and other actions of the National Joint Trade Board for the Settlement of Jurisdictional Disputes in the Construction Industry, or any Agreement that may be made between a representative of the International Association of Heat and Frost Insulators and Allied Workers and another representative of an International Union. In the event such an Agreement is made, said Agreement shall be furnished to the Employers.

Section B: Subcontracting:

Employers signatory hereto, agree to execute their work as described in Article II, Section A, as direct Employer of Employees represented by Local Union #135 and not sublet any of the same, nor the labor thereof, except to a contractor signatory to the Union, and Local Union #135 agrees not to contract, subcontract or estimate on work nor allow its members to do so nor to act in any trade capacity other than that of worker. It is also agreed that no member of a firm or officer of a corporation or their representatives or agents signatory to this Agreement shall execute any part of the work or application of materials. It is also agreed that no individual employer, responsible managing employee (RME), responsible managing officer (RMO), on an individual's license, officer, shareholder of a corporation, or owner of an unincorporated individual, an employer's deliveryman or warehouseman, shall use the tools of the trade, or personally perform any of the work covered by this agreement.

ARTICLE III - WORK DAY AND WORK WEEK AND SHIFT WORK

Section A: Work Day

1. Eight (8) hours shall constitute a day's work. The regular workday shall be eight (8) hours worked between 4:00 AM and 5:30 PM, Monday through Friday, except as altered for special jobs pursuant to agreement between the Employer and the Union. The Employer shall notify the union in writing prior to the change in time.
2. There shall be one (1) ten (10) minute break, in mid-morning at a location to be determined by the Employer.
3. Lunch periods will be at a pre-designated time agreed to by the Employer and the Union. Lunch period will be a 30-minute period, which will be strictly enforced.
4. There shall be a 15-minute period prior to the end of the day, where employees will be allowed to police their work area, fill out required paperwork, maintain lifts, store ladders and tools, and prepare for the next day's work, unless job conditions warrant additional time. Employees may not take "early quit" in lieu of cleanup time.

Section B: Work Week:

The regular work week shall consist of five (5) consecutive eight (8) hour workdays Monday through Friday. If jobsite conditions warrant, except as altered for special jobs pursuant to agreement between the Employer and the Union.

Section C: Shift Work

When agreed upon by the Employer and the Union, in addition to the regular day shift, swing and/or graveyard may be scheduled provided:

1. Such shifts shall continue for a minimum of three (3) consecutive workdays.
2. Employees, whether initially or subsequently assigned to a swing or a graveyard shift and who are worked on such shifts for less than three (3) consecutive workdays, shall be paid at the overtime rate for all hours worked during that shift assignment except an employee who is unable to continue on such shift for reasons which are the employee's own responsibility, or beyond the employer's power to control, subject to Article X.
3. Any overlap or interval between shifts worked on the same day shall not exceed the reasonable time necessary to change shifts and, in any event, such overlap or interval shall not exceed one (1) hour.
4. Employees assigned to the swing shift shall receive 10% per hour premium pay. Employees assigned to the graveyard shift shall receive 15% per hour premium pay.

ARTICLE IV - APPRENTICE (IMPROVER) RATIO

The ratio of Apprentices may equal but not exceed a ratio of one (1) Apprentice to three (3) Mechanics, or a fraction there of, employed in a shop. (the first Apprentice may be dispatched upon the employment of the first Journeyman) No Apprentice shall execute work unless in the company of a Mechanic.

ARTICLE V - OVERTIME AND HOLIDAYS

Section A: Overtime:

1. All hours worked outside those set forth as regular hours in Article III and on observed Holidays shall be paid as follows:

Monday through Friday 1st - 4th hours Time and one-half (1 1/2)
(either pre-shift and/or post-shift)

Saturday First 8 hours Time and one-half (1 1/2)

Sunday All hours Double Time (2)

Hours outside those above All hours Double Time (2)

Holidays (except Labor Day) All hours Double Time (2)

Labor Day All hours Triple Time (3)

Overtime shall not be used as an individual incentive.

2. In the event of emergency overtime beyond regularly scheduled shift or regularly scheduled overtime shift, provisions must be made for a thirty (30) minute meal period at the Employers expense, without loss of time to Employees after two (2) hours, and every four (4) hours thereafter; at no time shall Employees be expected to work in excess of five (5) hours without provisions for eating.

3. If an employee does not receive an eight (8) hour break between the end of his shift and the beginning of his new shift the overtime rate shall continue until the employee receives an eight (8) hour break.

4. Employees currently working on a job shall be given first consideration in the assignment of overtime work.

5. Prior to the commencement of any overtime worked (scheduled or unscheduled), there shall be (1) ten (10) minute break, and an additional ten (10) minute break every two hours thereafter, at a location to be determined by the employer.

Section B: Holidays:

The observed Holidays are New Years Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Such Holidays shall be observed on days to coincide with National Observance of the Holidays. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is

paid. When a Holiday falls on a Sunday the following Monday shall be observed as the Holiday. When a Holiday falls on a Saturday, the preceding Friday shall be observed as the Holiday. Martin Luther King Jr. Day is not a recognized holiday, however, if an individual honors this day, it will not count as absenteeism.

ARTICLE VI - JOB STEWARD AND GRIEVANCE PROCEDURES

Section A: Job Steward:

1. A Job Steward/ QCC shall be a working Employee, appointed by the Union, however the union will consult the Employer before final appointment. The Steward/ QCC will in addition to his work as a Mechanic, be permitted to perform, during working hours, such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow Job Stewards/ QCC's a reasonable amount of time for the performance of such duties.

2. The Union shall notify the Employer, in writing within three (3) days, of the appointment of a Job Steward/ QCC. The Employer, before laying off or discharging the Job Steward/ QCC, shall notify the Union, two (2) full working days prior, of their intention to do so. It is recognized by the Employer that the person appointed Job Steward/ QCC shall remain on the job as long as there is work in his particular craft or trade. The Employer shall assign overtime to the Job Steward/ QCC when four (4) or more Employees are required for such overtime work. In the event of a layoff from a specific job of Employees who include the Job Steward/ QCC, the Job Steward/ QCC will be the second employee recalled at the start-up of that specific job if that specific job starts up within five (5) working days after the layoff of the Job Steward/ QCC. In no event shall an Employer discriminate against the Job Steward/ QCC or lay him off or discharge him on account of his Union duties. An Employer shall notify the Union of their intention to discharge the Job Steward/ QCC for just cause.

3. If during the course of a jobsite visit anything that requires the attention of the Employer involved will be reported to same by means of a written report describing the incident and the issues involved. The Quality Control Craftsman's (QCC) duties will be outlined in Appendix B.

Section B: Grievance Procedures:

1. All grievance and disputes that may arise concerning the interpretation or application of the terms of this Agreement shall be submitted in writing within thirty (30) days after the Employee, the Union, or the Employer submitting the grievance first became aware, or by use of reasonable diligence should have been aware, of the occurrence upon which the grievance is based; provided that in no event may a grievance be filed more than sixty (60) days after the occurrence upon which the grievance is based. The parties shall meet at least twice (2) in order to commence to resolve the dispute. In the event the dispute or grievance has not been resolved after the second meeting, then

either the Union or the Employer may, within ten (10) working days thereafter, by written notice to the other party, submit the grievance or dispute to arbitration. An attempt by either party to call a meeting which does not result in a meeting shall be considered as a meeting for purpose of this Section.

2. In the event an Impartial Arbitrator cannot be agreed upon by the Employer and the Union, within ten (10) days after receipt of the notice provided for in Paragraph 1, of this Section B, then a list of seven (7) Arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The Employer and the Union shall alternately strike one (1) name from the list (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be accepted by both the Employer and the Union as the Arbitrator. The Arbitrator shall meet with the parties within ten (10) working days following his selection or at the Arbitrators earliest convenience. He shall have the authority to interpret and apply the provisions of this Agreement but shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement or to establish or change any wage scale. In the event there is a determination by the Arbitrator that an Employer covered by this Agreement is in violation of this Agreement, then the Arbitrator may assess compensatory damages against the Employer.

3. The Arbitrator shall have the right to subpoena records, summon, question and examine any party to the Agreement and their representative or agents, and to hear witnesses. The Arbitrator shall promptly issue his decision in writing, and the decision of the Arbitrator shall be final and binding upon the Employer, the Union and any affected Employee.

4. The compensation and expenses of the Arbitrator and the arbitration shall be divided equally, provided that (a) each party shall bear the expenses in respect to its own witness, and (b) the cost of any report or transcript shall be divided equally if furnished by mutual consent.

5. The Union will not engage in any cessation of work by reason of any dispute, including craft jurisdictional disputes, arising under the provisions of this Agreement, excluding disputes concerning failure of the Employer to make the payments provided for in any of Sections D, E, F, G, H and K, of Article VIII of this Agreement. The Employer will not engage in any lockout. Nothing contained in this Agreement shall preclude or prohibit the Union from taking economic action, including the right to strike, engage in a work stoppage, or to refuse to refer or dispatch workers, or withdraw Employees, against a delinquent Employer during any period in which such Employer is delinquent in the payments provided for in Sections D, E, F, G, H and K, of Article VIII of this Agreement. Either the Employer or the Union will be relieved of its lockout or cessation of work obligations under this paragraph in the event of failure of the other party to comply with a final decision of an Arbitrator made pursuant to the provisions of this Article VI.

ARTICLE VII - HIRING PROVISIONS

The Association and the Union agree that in the employment of workers for all work covered by this Agreement, the following conditions and procedures shall govern:

1. The Union shall establish and maintain an open and non-discriminatory employment list for employment of workers in the work and territorial jurisdiction of the Union. As used herein the term "open and non-discriminatory" employment list means that the selection by the Union of applicants for referral to jobs shall be on a nondiscriminatory basis, and shall not be based on, in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or of Union membership, policies or requirements. The union will provide language to be added to this agreement pursuant to the current list and hiring hall provisions.

2. The Employer agrees that employees he has employed for a period of thirty (30) days continuously and procured in accordance with Article VII of this agreement or procured from other sources by the Employer shall have the right to become members of the Union immediately upon terms and qualifications not more burdensome than those applicable at such times to other applicants of the union.

3. The Employer shall first call upon the Union for such employees as they may need from time to time and the Union shall immediately use their best efforts to furnish to the Employer the required number of qualified and competent workers and skilled Mechanics of the classification needed by the Employer.

4. The Union will furnish each such required competent workers or skilled Mechanics entered on its lists, to the Employer by use of a written referral and will furnish such worker and skilled Mechanics from the Union's listings in the following manner:

a) First 2 (two) Mechanics pick by name; next Mechanic from the no.1 position on the list; this procedure shall continue to alternate in order, Apprentices and Pre-apprentices will be first pick by name and second from the no. 1 position on the list. The Union will provide a current list , by category - Journeyman, Apprentice, Pre-apprentice - when requested by the employer, within 24hrs.

b) Workers whose names are entered on the list of the Union having work and craft jurisdiction and who are available for employment.

5. The Employer shall submit in writing and/or verbally the number of employees ordered from the Union. Verbal orders for employees will be followed by written verification of such order within five (5) days. The Union shall furnish such workers within seventy-two (72) hours excluding the day the order is placed with the Union, weekends and holidays. In the event the Union does not refer requested workers within seventy-two (72) hours, the employer may procure workers from any source or sources. If workers are so employed, the Employer will immediately report to the Union each such worker by name.

6. All applicants for employment may be requested to furnish the Employer satisfactory written evidence of their qualifications. All Local #135 mechanics shall have and keep current all applicable safety training as required by OSHA, which will be kept on file by the union. The Employer retains the right to reject for just cause any job applicant referred by the Union provided the Employer shall in no way discriminate against any such applicant because of Union membership or activities. Employers will E-Verify all employees at time of employment.

7. Workers, employed by the Employer, pursuant to the terms of this Agreement and remaining in good standing with the Union, shall not be removed nor transferred by the Union unless prior approval of the Employer has been obtained or as provide by Article XIV of this Agreement.

8. It is agreed that no Employee working under this Agreement need work under any conditions which may be, or tend to be detrimental to his health, morals or reputation, or cross any picket line, or enter any premises at which there is a picket line authorized by the Southern Nevada Building and Construction Trades Council, or authorized by the American Federation of Labor - C.I.O., Central Labor Council, or handle, transport, or work upon or with any product declared unfair by any such councils.

9. Upon all work performed by the Employer directly or performed by his Subcontractors, there shall be no stoppage of work on account of craft jurisdictional dispute. If any craft jurisdictional dispute arises, it must be settled in accordance with the procedure established by the Building and Construction Trades Department of the American Federation of Labor- C.I.O., and the parties signatory hereto agree to comply with the terms of the jurisdictional settlement immediately.

10. The Employer and the Union agree to post in places where notices to the Employees and applicants for employment are customarily posted, all of the provisions relating to the above hiring arrangement.

11. The Employer agrees to give one (1) warning notice in writing, with a footnote indicating the incident, to an employee concerning his work or conduct before discharge or suspension except that no such prior warning notices will be necessary if the cause for discharge or suspension is dishonesty, drinking or usage of drugs related to his employment, recklessness, carrying unauthorized passengers or gross intentional disobedience. Except for timecard related discrepancies, each warning notice must be given within ten (10) calendar days after the occurrence of the incident which is the subject of the notice. Warning notices in respect to timecard related discrepancies must be given within fourteen (14) calendar days after the occurrence. A warning notice shall remain in effect until the completion of a total of twelve (12) months of employment. A copy of all warning notices will be given to the Union.

12. The Employer shall give to a discharged employee a written notice of termination and no employee shall be discharged without just cause. Any dispute in respect to such

discharge shall be determined under the grievance procedure.

13. It is agreed that any no-rehire status of an employee by the employer, will be done at the time of discharge. This status will remain in effect and the Union will not dispatch said employee to the Employer for a period not to exceed thirty-six (36) months.

14. Any employee receiving three (3) just cause "No Rehire" terminations from an employer will only be referred to that employer at that employer's request. Applicable only to "no Rehires" received after the effective date of this agreement.

15. Prior to a layoff, the Employer must notify the Union in writing. Forty-eight hours (48), if laying off seven or more men. Employee shall not self-terminate employment until a reasonable notice (48 hours minimum) has been given to the employer. If no notice is given, employer may put a no-rehire status on the employee for a period not to exceed three (3) months.

TOOL LIST

Each employee should possess and furnish at the location of work, adequate and proper tools in good condition to perform their work as suggested herein:

1. Small and Large Knife
2. 8" Nippers
3. 12" Tape Measure
4. Flat Mill File or Stone
5. Small Pointer Trowel
6. Bull Nose Trowel
7. Flat Trowel- 10" or Larger
8. Scissors
9. Pliers
10. Lacing Needle for Wire Mesh
11. Miter Chart
12. Carpenter's and Keyhole Saw
13. Rasp
14. Utility Knife
15. Rubbers or Springs
16. Aviation Snips- Left and Right
17. Tinsnips- 10" or Larger
18. Center Cut Snips
19. Hand Brake
20. Hand Crimpers
21. Wing Dividers
22. Screw Drivers- Flat and Phillips
23. Chalk Line
24. Awl
25. Hand Tool Bag
26. 4" Paste Brush

27. Channel Locks
 28. 8",10", and 12" Crescent Wrenches

Every effort will be made by the employee to return tools and equipment furnished by the Employer in good condition, excluding normal wear and tear.

**ARTICLE VIII - WAGES, HEALTH AND WELFARE, VACATION
 SAVINGS PLAN, PENSION PROGRAM, APPRENTICESHIP FUND,
 OCCUPATIONAL HEALTH PLAN AND BONDING**

Section A: Hourly Wage Rates;

All jobs falling within the territorial jurisdiction of Local #135, Las Vegas, Nevada shall be paid as follows:

Hourly Base Wage Effective:	7/1/19	7/1/20	7/1/21
1. Mechanics Wages, per hour	\$46.25	\$48.25	\$50.25
2. Apprentice (Improver) Wages per hour, percentage of Mechanics hourly base wage: 1st year 50%, 2nd year 60%, 3rd year 70%, 4th year 80%, 5th Year-90%			
3. Vacation Savings Plan deduction, per hour (taxable)	(\$5.00)	(\$5.00)	(\$5.00)
1st and 2nd yr. Apprentice	(\$1.00)	(\$1.00)	(\$1.00)
4. Dues Check off deduction (taxable)	(\$4.50)	(\$4.50)	(\$4.50)
1st and 2nd yr. Apprentice	(\$1.00)	(\$1.00)	(\$1.00)
Pre-apprentice (Hiring Hall Fee)	(\$1.00)	(\$1.00)	(\$1.00)
5. Health and Welfare contribution, per hour	\$9.50	\$10.00	\$10.00
1st and 2nd year Apprentice, per hour	\$5.00	\$5.50	\$5.50
6. Pension Program contribution, per hour (JM II)	\$9.23	\$9.23	\$9.23
1st and 2nd year Apprentice, No Contribution			
7. Apprenticeship Fund contribution, per hr. (All Classifications)	\$1.00	\$1.00	\$1.00
8. Pre-apprentice II Wages per hour, 40% of Mechanics hourly base wage. Pre-apprentice I Wages per hour, 30% of Mechanics hourly base wage. Permit Health and Welfare Contribution			
	\$4.50	\$5.00	\$5.00
No Contributions for Pension Program or Occupational Health.			
9. LMCT Fund (All Classifications)	\$.05	\$.05	\$.05

There will be two Maintenance of Benefits increases to the Health & Welfare in the amount of \$.50 that will be Effective- 7/1/19 & 7/1/20.

Section B: Foreman and General Foreman:

1. When a journeyman is designated as a Foreman by the Employer, or is required to do the work of a Foreman, his base wage shall be increased by 8% per hour as differential pay for such services, and where four (4) or more workers are sent to a jobsite, one (1) journeyman shall receive Foreman differential pay. Each Foreman shall have a crew of no more than ten (10) men including himself.

2. When more than one (1) Foreman is required on a jobsite, one (1) foreman shall be designated as a General Foreman and his base wage rate shall increase by 16% per hour as differential pay for such services.

Section C: Payday:

1. Payment of all wages and expenses shall be each Friday for the work performed for the previous week. If an Employer fails to pay an Employee in full by the end of shift on Friday, the Employee shall be entitled to all moneys due him for that pay period plus an amount equivalent to the hourly wage rate times the number of hours of work normally performed for each and every day, including Saturdays, Sundays and Holidays, until such payment is received, regardless of whether or not the Employee performs additional work or services, therefore. In the event any such Friday falls on a Holiday specified in Article V, Section B, of this Agreement, the payday shall be the Thursday preceding the Holiday. All pay will be itemized to include all hourly wages, gross wages, overtime, travel expense, subsistence, deductions and net after deductions.

2. When an Employee is dismissed by an Employer for any reason, said Employee shall be paid in full on the jobsite by the end of the work shift on the day of discharge. If an Employer fails to pay an Employee in full at the time of dismissal, the Employee shall be entitled to all moneys due him plus an amount equivalent to the basic hourly wage rate times the number of hours of work normally performed for each and every day, including Saturdays, Sundays and Holidays, until such payment is received, regardless of whether or not the Employee performs additional work or services therefore. If an Employee quits prior to designated payday, at his option, the Employee may pick up his check at the Employer's office on the designated payday or he may have his paycheck mailed to him by next posted pay date.

3. When requested by the Union, an individual Employer must make arrangements for check cashing services near the jobsite, if a payroll check is issued on an out-of-state bank.

Section D: Health and Welfare:

1. The Employer agrees to make such payments to the Trustees of the Heat and Frost

Insulators and Asbestos Workers Health and Welfare Fund as are provided in the Agreement and Declaration of Trust for such Fund, first executed August 1, 1951, subsequently reprinted and revised August 1, 1961, as such Agreement and Declaration of Trust may be amended, supplemented and renewed from time to time. All such payments are to be used exclusively for the purposes of the Health and Welfare Fund as provided in the Agreement and Declaration of Trust.

2. The Employer accepts, and agrees to be bound by, the terms and provisions of such Agreement and Declaration of Trust.

3. Under the terms of this Collective Bargaining Agreement the Trustees of the Fund are authorized and directed to modify the benefit level and establish hourly contribution rates, in addition to those provided for in Article VIII, Section A of this Agreement, if required to assure reimbursement of then prevailing percentages of usual, customary and reasonable charges for applicable treatment. Any such modification of benefit level or contribution rate shall be made effective only on ninety (90) days notice. Any required modification of the specified contribution rates in the Agreement shall be diverted from the established wage rate, to the extent any such modification of specified contribution rates is later decreased, the amount of the decrease shall be restored to the established wage rate.

Section E: Vacation Savings Plan:

1. The Employer shall withhold as a Vacation Savings Plan allowance, \$5.00 per hour for each hour worked by the Employee. Such Vacation Savings allowance is primarily for the purpose of affording money to the Employee for vacations, but the Employee may withdraw such allowance for purposes other than vacations. Payment shall be made to the Employee, in accordance with a plan developed by the Union.

2. The Employer shall make all legal payroll withholdings for income tax and social security from the Employees total wages, which, for the purpose of this Article shall include the Vacation Savings Plan. The full amount of the Vacation Savings Plan allowance shall then be withheld from the Employee's weekly pay and shall be sent with the monthly remittance form to the I.B.E.W. Plus, South Jones Branch, Las Vegas, Nevada, or to such other bank as designated by the Union, by the tenth day of the following month and shall be considered delinquent by the twentieth. The monthly remittance shall cover every Employee subject to this Agreement who is on the payroll for the payroll periods ending within the calendar month.

3. The amount of the Vacation Savings Plan allowance shall not be excluded from the basic hourly rate for the purpose of calculating overtime pay.

4. Under the terms of this Collective Bargaining Agreement the Local Union shall be authorized and directed to modify the established hourly contribution rate, as provided for in Article VIII, Section A of this Agreement. Any such modification of the contribution rate shall be made effective only on ninety (90) days' notice and not more

than once a calendar year. Any required modification of the specified contribution rate in the Agreement shall be diverted from the established wage rate, to the extent any such modification of specified contribution rate is later decreased, the amount of the decrease shall be restored to the established wage rate.

5. In the event of the death of the Employee, the balance on deposit in his Vacation Savings Plan shall be paid to such persons as are entitled thereto upon submission of necessary proof.

6. All contributions to the Vacation Savings Plan allowance shall be subject to all provisions of Article VIII, Section J.

7. Leaves of absence for vacations will be mutually agreed upon between the Employee and the Employer.

8. Failure to make the payments described in this Article VIII, Section E, before the 20th day of the month in which they are due shall make the Employer delinquent and obligate them to pay to the Local Union as a late payment charge, the sum of \$50.00 for each such failure to pay in full within the time provided, or five percent (5%) of the amount due, whichever is greater, plus interest at five percent (5%), attorneys and accountant fees, costs of attachment bond and court cost, as well as a 5% penalty to each individual's account, except for delinquencies caused by bank error.

Section F: Pension Program:

1. The Employer shall pay to the Western States Asbestos Pension Fund the contribution per hour for each Employee as provided in Article VIII, Section A, Paragraph 1, and whatever additional amounts per hour as may be determined in accordance with agreements between the Western States Conference of Asbestos Workers and the Employers signatory, hereto, provided that any additional contribution is made by adjustment within the total hourly wage of this Agreement.

2. Pension payments are due on or before the tenth day of the month following the month in which the work was performed, and each monthly payment shall include payments for all payroll periods which ended during the previous month.

3. Failure to make the payments required before the twentieth day of the month in which they are due shall make the Employer delinquent and obligate the Employer to pay to the Pension Fund such damages, costs, and expenses as are provided for in the Pension Fund Agreement and Declaration of Trust.

4. (a) The undersigned Employer accepts (1) a true copy of the Western States Conference of Asbestos Workers and Associated Insulation Contractors Pension Fund Agreement and Declaration of Trust dated November 20, 1959, which is made a part hereof together with any amendments thereto, and (2) the several agreements between the Western States Conference and Western Insulation Contractors Association Central

Labor Committee comprising Appendix A which a made a part hereof together with any amendments thereto.

(b) The Employer agrees:

(1) That the Employer Trustees named in the Agreement and Declaration of Trust, and additional Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, and their successors in trust, are and shall be his representatives; and

(2) That the Employer approves and consents to the appointment of the Trustees of the said Agreement heretofore appointed and hereafter selected as provided for in said Agreement; and

(3) That the Employer further ratifies, confirms, approves and consents to all of the acts of the said Trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of the said Trust Agreement, including, without limitation, the establishment, maintenance, modification and termination of a pension plan, the amount and type of benefits which may be provided there under, the crediting of service for the purpose of determining the benefits of individual Employees, and the method of funding and paying the benefits; and

(4) That the Employer further ratifies, confirms, approves and consents to all amendments of the said Trust Agreement that may hereafter be made by written agreement between the Trustees and the Western States Conference of Asbestos Workers and the Employers signatory, hereto.

(c) This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, transferees and assigns of the respective parties hereto.

5. Failure to make the payments herein required before the twentieth (20) day of the month in which they are due shall make the Employer delinquent and obligate him to pay to the Pension Fund, as liquidated damages, the sum of Fifty Dollars (\$50.00) for each such failure to pay in full within the time provided, or ten percent (10%) of the amount due, whichever is the greater, plus interest at seven percent (7%), attorneys and accountant fees, costs of attachment bond and court costs.

6. The Local Union shall forthwith notify the Administration Office of the Fund of the fact and the date of execution of this Agreement by the individual Employer, such Employer's name, the name of an Employer party to a National Agreement when such Employer employs Employees in the territorial jurisdiction of a Local Union, and shall submit to such office a duplicate original of such Agreement.

Section G: Apprenticeship Fund:

The Employer shall pay a total contribution rate of one dollar (\$1.00) per hour worked which shall be paid to the Heat and Frost Insulators Local #135 Joint Apprenticeship and

Training Committee or to such depository as such Trustees may designate in writing. A report of hours worked and payment with respect to each calendar month shall be made or deposited in the mail on or before the 10th day of the succeeding calendar month and shall be considered delinquent by the twentieth.

Section H: Occupational Health Plan:

The Employer shall pay to the Western States Asbestos Health Fund the Occupational health Plan contribution provided in Article VIII, Section A, Paragraph 1, and whatever additional amounts per hour as may be determined in accordance with agreements between the Western States Conference of Asbestos Workers and the Employers signatory hereto, provided that any additional contribution is made by adjustment within the total hourly wage of this Agreement for maintaining or improving disability benefits.

Section I: Bonds:

WESTERN STATES INSULATORS & ALLIED WORKERS' PENSION PLAN WESTERN STATES INSULATORS & ALLIED WORKERS' INDIVIDUAL ACCOUNT PLAN WESTERN STATES INSULATORS & ALLIED WORKERS' HEALTH PLAN

Bonding Procedures

Adopted July 19,2016

I. Bonding Requirements

All Employers signatory to a collective bargaining agreement requiring contributions to the Western States Insulators & Allied Workers' Pension Plan, Western States Insulators & Allied Workers' Individual Account Plan and/or the Western States Insulators & Allied Workers' Health Plan shall be required to procure a surety bond or cash bond to ensure prompt payment of fringe benefits. Either a bond or cash shall be deposited with the Fund Administrator of Western States Insulators & Allied Workers' Pension Trust Fund, as custodian.

Any new Employers shall have thirty (30) days to get a bond after he/she has signed a collective bargaining agreement or any other agreement requiring contributions to the Western States Insulators & Allied Workers' Pension Plan, Western States Insulators & Allied Workers' Individual Account Plan and/or the Western States Insulators & Allied Workers' Health Plan.

All contributing employers are required to be in compliance no later than January 1, 2017 or at such later date as established by the Board of Trustees.

II. Bond Amounts

The amount of the bond shall be based on the average number of Employees in the preceding twelve-month period. For new Employers, the number of Employees shall be based on the number of the Employees employed at the time the collective bargaining agreement or any other agreement requiring contributions to the Plans is signed.

Number of Employees	Bonding Dollar Amounts
3-10	\$30,000
11-20	\$60,000
21-50	\$90,000
51+	\$250,000
Out of Conference	\$250,000
Out of Country	\$500,000

If there is a conflict between the Trust Funds' Bonding Procedures and any collective bargaining agreement, the Trust Funds' Bonding Procedures shall govern.

Employers that perform work in multiple jurisdictions may satisfy the above bonding requirements by obtaining bonds that in aggregate satisfy the required amounts or by any other appropriate arrangement as may be approved by the Trustees.

III. Lapse of Bond

If an Employer allows his/her bond to lapse or be cancelled, the Employer and the Local Union shall be notified of such occurrence by the Trust Fund Office. If a new bond or renewal of the original bond is not delivered to the Trust Fund Office within thirty (30) days, a One Hundred Dollar (\$100.00) fine shall be imposed payable to the Trust Fund. Additionally, the Trust Fund may not accept that Employer's contributions until the bond is placed and delivered to the Trust Fund Office.

IV. Bonding Reports

The Trust Fund Administrator shall maintain a record of all surety bonds in place for all employers based upon this Bonding Procedure.

V. Execution of Bonds

The local area Health and Welfare Collection Counsel will have the authority to collect upon the bonds for delinquent employers, unless the Board of Trustees direct them not to do so.

VI. Federal Bonding Exemption

If an Employer is already required to provide federal bonding pursuant to work on a federal project and does not perform any other work in the industry other than the federal project, then the Employer is exempt from providing a bond pursuant to the bonding procedures outlined

above. The Employer will be required to provide documentation and proof of such federal bonding.

VII. Authority

The Board of Trustees shall have the authority to modify these Bonding Procedures in whole or in part for any Employer, based on the Employer's facts and circumstances, at the Trustees' sole discretion.

Employer acceptance of these Bonding Procedures and its duty to be bound to same shall be evidenced by an executed Participation Agreement and Acceptance of Trust and/or by being signatory to a collective bargaining agreement that requires contributions to the Western States Insulators & Allied Workers' Pension Plan, Western States Insulators & Allied Workers' Individual Account Plan and/or the Western States Insulators & Allied Workers' Health Plan on or after January 1, 2017, unless otherwise approved by the Board of Trustees.

Section J: Employer Failure to Make Certain Contributions:

In the event of failure of an Employer to make any of the payments provided for in Article VIII, Sections D, E, F, G, H, K and L, of this Agreement, or in the event Employer fails to post a Bond in accordance with the provisions of this Article VIII, Section I, of this Agreement, the Union shall have the right to strike, engage in a work stoppage, or refuse to dispatch any workers, or to withdraw Employees from the Employer, during the periods in which Employer is delinquent in such payments, or fails to post such Bond or penalty provided for in Section F, paragraph 5 of this Article VIII.

Section K:

All of the terms and conditions of the Agreement and Declaration of Trust of the Health and Welfare, Pension, Apprenticeship Fund and Occupational Health Plan are incorporated by reference into this Agreement and the Employer agrees to be bound by all of the terms and conditions of Agreements and Declaration of Trust.

Section L.

1. The Employer shall withhold an amount as specified in Section A. of this Article VIII multiplied by number of hours actually worked in any given payroll period, as Union dues or service charges. These amounts may be modified as per Article VIII, Section E, Paragraph 4, of this Agreement. This Withholding shall be sent with the monthly remittance form to the I.B.E.W. Plus Credit Union, 1900 S. Jones Blvd. Las Vegas, NV 89146, or to such other bank as designated by the Union, by the 10th of the following month and shall be considered delinquent by the 20th.

2. Failure to make the payments described in this Article VIII, Section L, before the 20th day of the month in which they are due shall make the Employer delinquent and obligate them to pay to the Local Union as a late payment charge, the sum of interest at five

percent (5%). Redress of these delinquencies shall be handled through the grievance procedure.

ARTICLE IX - TRAVEL EXPENSE AND SUBSISTENCE

Section A: Zones:

There shall be four (4) recognized Zones with the Clark County Courthouse as center point. All Zones will be depicted on a map mutually agreed upon. The Free Zone shall be defined as that area between zero (0) and nineteen (19) mile radius of the Clark County Courthouse. Subsistence may be waived by mutual consent, if a jobsite is deemed within the physical city of Boulder City, Henderson, Las Vegas or North Las Vegas. City limits are not to be used.

Zone 1:

Shall be defined as that area between the twenty (20) mile radius of the Clark County Courthouse and within forty-five (45) miles of the Clark County Courthouse by way of the closest improved road determined by a mutually agreed upon official map of the Southern Nevada area. When Employees are dispatched to Zone 1, Four Dollars (\$4.00) per hour shall be paid as subsistence.

Zone 2:

Shall be defined as that area between the forty-six (46) mile area of Zone 1 and within seventy-five (75) miles of the Clark County Court house by way of the closest improved road as determined by a mutually agreed upon official map of the Southern Nevada area. When Employees are dispatched to Zone 2, Five Dollars (\$5.00) per hour worked shall be paid as subsistence.

Zone 3:

Shall be defined as that area beyond the seventy-six (76) mile area of Zone 2 and within the one hundred-fifty (150) mile area of Zone 4. When Employees are dispatched to Zone 3, Seven Dollars (\$7.00) per hour worked shall be paid as subsistence.

Zone 4:

Shall be defined as that area beyond one hundred-fifty (150) miles from the Clark County Courthouse. When Employees are dispatched to Zone 4, the sum of Eight Dollars (\$8.00) per hour shall be paid as subsistence for seven (7) days. In order for the Employee to receive the subsistence of Eight Dollars (\$8.00) per hour for the seven (7) days the Employee must have been on the job the Friday preceding and the Monday following the weekend.

Employees will also be paid the subsistence for Holidays, as listed in Article V of this Agreement. When an Employee is paid room and board for a Holiday not worked in these zones, he must have been on the job the last day worked preceding the Holiday and must be on the job the first day worked following the Holiday.

The Employees will also be paid the subsistence when not working due to reasons

beyond his control, such as inclement weather or a Holiday as listed under Article V, of this agreement. In such instance subsistence shall not be pro-rated. The subsistence payable to an Employee for any day during which the Employee, for any reason, voluntarily leaves his job prior to completion of the Employee's regularly scheduled workday shall be reduced in proportion to the balance of the Employee's work day remaining at the time the Employee leaves his job.

Section B: Travel Expense:

When an Employee is dispatched to Zone 1, 2, 3 or 4, mileage will coincide with the I.R.S. mileage rates currently fifty-eight cents (\$.58) per mile and straight-time wages for the time required in traveling shall be paid at the start and the finish of the job, provided, however, that pay for work and travel time in any one day shall not exceed eight (8) hours unless ordered by Employer.

On all jobs falling in zones 1, 2, 3 and 4, the fifty-eight cents (\$.58) and the travel time shall be determined by a table mutually agreed upon.

Also in zones 1, 2, 3 and 4, the Employees shall receive a daily allowance of fifty-eight cents (\$.58) per mile to and from the jobsite to the nearest area where living accommodations are available. The first ten (10) miles each way shall be exempt from such allowance.

Employees will not receive travel allowance, when driving a company vehicle.

Section C.

In the event an employee is required to work at a jobsite where it is necessary for employees to pay for parking, the employee shall submit daily receipts to the Employer for reimbursement.

ARTICLE X - REPORTING TIME

1. Workers dispatched or directed to reporting for work at the regular starting time, for whom no work is provided, shall receive pay for two (2) hours at the applicable rate, unless they have been notified before the end of the preceding shift not to report. Workers who reports for work, ready for work, and for whom work is provided, shall receive not less than four (4) hours pay at the applicable rate. If more than four (4) hours are worked in any one day, workers shall receive not less than a full day's pay at the applicable rate. If an employee is fired or laid off and not present to receive their checks, the employee must make arrangements with employer to receive their check on their own time and will not receive two (2) hours show up time. In the event of an emergency beyond the employers' control and employees are sent home, the employer will only pay employee for hours worked.

2. In the event a worker is directed to report, to the shop or job either prior to the

commencement of, or after the completion of, the workday, that time shall be compensated for at the appropriate overtime rate.

ARTICLE XI - WORK STANDARDS AND RULES

Section A:

The Union agrees that Employees covered by this Agreement shall be considered At Work from the time they accept employment and that said Employees shall proceed to and shall execute said work in a faithful, workman-like manner.

Section B:

The Union agrees they shall place no limitations or restrictions on the individual working efforts of Employees.

Section C:

The Association agrees that no work quotas shall be placed upon Employees who are subject to this Agreement. If an employer requires daily reports, the Mechanic, Foreman or General Foreman must complete the form in its entirety, however, footages recorded can't be used to discriminate against employees.

Section D:

The Association agrees that suitable change facilities will be provided when deemed necessary by the Union and the Employer.

Section E:

All Employees shall report to work in safe and adequate clothing as deemed necessary by the Union, Owner, Contractor and the Employer.

Section F:

Employer will furnish a cleansing agent when emulsified asphalts or insoluble mastics are applied for weatherproofing.

Section G:

Employee's will not use personal vehicles for the hauling of company materials.

Section H:

Employer to furnish clean disposable coveralls, when required by OSHA or MSDS

sheets.

Section I:

Tool Reimbursement- If a member or members tools are stolen from a company's gang box on a jobsite and there is a police report and insurance claim filed, the company will reimburse that member or members for their stolen tools.

ARTICLE XII - HEALTH AND SAFETY

Section A:

1. The Employers, individually, and the Union, and the Employees, individually believe that Safety is an important aspect of job and working conditions and hereby agree that all Safety laws and regulations of government agencies, and Safety rules and regulations of any plant or facility where work is performed will be complied with at all times.
2. The Employer shall furnish hard hats, gloves, safety goggles, respirators and all other safety equipment, excluding personal safety shoes, required by any plant, facility or governmental agency. A minimum of 8210/8511 Respirators will be furnished at employee's request.
3. Employees shall use such equipment where required for safe working conditions.
4. The Employer shall provide a supply of cool potable drinking water at all times. The Employer shall provide sanitary facilities when necessary.

Section B:

Health and safety rules and regulations of O.S.H.A. shall be strictly adhered to by all Employees and Employers.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

Section A:

Except as otherwise restricted, modified or limited by the provisions of this Agreement, all rights and functions relative to the conduct and management of the Employer's business, including, but not limited to the materials used, method of application,

direction of work force are vested exclusively in the Employers.

Section B:

Nothing contained in this Agreement shall prohibit an Employee or the Union on behalf of Employees from submitting claims for unpaid wages, or other financial benefits provided for under Article VIII and Article IX, of this Agreement, to appropriate governmental agency for enforcement and determination, without proceedings through grievance and arbitration procedure.

Section C:

Should wage or price controls be invoked, the Association and the Union shall meet within thirty (30) days to determine action.

Section D:

The Union will provide, every three (3) months, the Employers with a list of all members and their classification and advancement dates, upon written request of the Employer.

Section E:

1. Permit Employees referred to any job will be paid as provided for in Article VIII, Section A of this Agreement. The Employer and the Union will review periodically the work experience and proven ability to perform on the job and upgrade their wages accordingly.

2. Permit employees shall be used only on the classification of work to which they have been dispatched. Any change in classification shall be addressed by agreement between the Union and the employer.

Section F:

For months during which there are no workers on Employer's payroll, the copies of the monthly remittance forms shall be forwarded marked "No Employees".

Section G:

No individual Employer signatory hereto, shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to another individual Employers, otherwise bound to the Union by a collective bargaining agreement, employing workers performing similar work in the area covered by this Agreement, with the following exception: The favored nation provision shall not apply to the work performed under any special Project Agreement.

ARTICLE XIV - APPRENTICE COMMITTEE

Section A: All apprentices will be under the supervision and control of a Joint Apprenticeship and Training Committee consisting of six (6) members. Three (3) of whom shall be selected by the Employers and three (3) selected by the Union.

Section B: This committee will formulate and enforce such rules and regulations as they may deem necessary and which do not conflict with specific terms of this agreement to govern eligibility, registration, education, transfer, tenure of employment, wages, hours working conditions, of each apprentice and the operation of an adequate apprenticeship system to meet the needs and requirements of the industry. Signatory Employers agree to comply with any written directives from the Joint Apprenticeship and Training Committee with respect to apprentices in their employ.

ARTICLE XV - GENERAL SAVINGS CLAUSE

Any portion of this Agreement found to be in violation of Federal or State Law shall become inoperative and the balance of the Agreement as such shall continue in full force and effect until date of expiration.

ARTICLE XVI - LOCAL 135 - W.I.C.A.(SOUTHERN NEVADA CHAPTER) DRUG AND ALCOHOL TESTING POLICY

Section A: Policy Statement

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Association and the Union are committed to protect people and property to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, safe, and healthy work environment for all employees.

Section B: Definitions

1. COMPANY - The term "Company" refers to an employer who is a party to, or otherwise bound by the terms of a collective bargaining agreement with the International Association of Heat and Frost Insulators and Asbestos Workers or a Local Union affiliated with the International Association of Heat and Frost Insulators and Asbestos Workers.

2. COMPANY PREMISES - The term "Company Premises" refers to the construction job site for which the company has responsibility as well as all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the company.

3. **PROHIBITED SUBSTANCES** - The term "Prohibited Substances" refers to any drug, the possession of which is prohibited by law.

4. **ACCIDENT** - The term "Accident" refers to injury to a person, or damage to property, to which an employee's conduct contributed directly or indirectly.

5. **REASONABLE CAUSE** - The term "Reasonable Cause" refers to erratic behavior, such as noticeable imbalance, incoherence, and disorientation, or other incidents or circumstances that would lead one, reasonably, to conclude that an individual was impaired by drugs or alcohol. All such facts must be reduced to writing, by the Management official, within one (1) working day.

6. **UNION** - The term "Union" refers to the labor organization that represents the employees employed by the company.

Section C: Confidentiality

1. All parties to this program have only the interest of the employees in mind, and therefore, ENCOURAGE any employee with a substance abuse problem to come forward and voluntarily accept assistance, of the parties, in combating the problem. An employee assistance program may provide guidance and protection, for such an employee, during the period of recovery. If an employee volunteers for help, the company will make every effort to return the employee to work upon recovery. The company will also ensure that information regarding the substance abuse problem, of any employee, that volunteers for help, will remain confidential.

2. All action taken, and information obtained, pursuant to this policy, will remain confidential. Such information will not be disclosed to anyone outside the company. All test results and related records must be kept confidential. The laboratory or other facility conducting a test for the presence of illegal drugs or alcohol shall not reveal any information to anyone other than the company, the Union, and the employee. Test results shall be given to a designated representative from the company, the Union and to the employee.

3. When a test is required, the specimen will be identified by a code number, not by a name, to ensure confidentiality of the donor. Each specimen container will be properly labeled and made tamper-proof. The donor must witness this procedure.

Section D: Rules, Disciplinary Actions and Grievance Procedures

1. **Rules** - Each employee must report to work in a physical condition that will enable him/her to perform his/her job in a safe and efficient manner. Employees shall not use, possess dispense or receive illicit drugs or alcoholic beverages on or at the jobsite.

2. Discipline - The company may require an employee to submit to a drug and alcohol test if a supervisor and a Union representative have reasonable cause to believe that the employee is impaired at work by a prohibited substance or an alcoholic beverage.

In all other cases:

a. Employees who have not volunteered for an employee assistance program and who test positive, may be subject to termination.

b. If reasonable cause exists, an employee must submit to a drug and alcohol test, if the company and the Union requests him/her to do so, and an employee who refuses to do so may be subject to termination.

c. Employees using, possessing, selling, transferring, distributing, making, or transporting of, trafficking in, having in their custody, having on their person, or having in their personal effects, under their control, or under the influence of, alcohol, illegal drugs, non-prescribed controlled substances, or mind altering substances, while in a work status or during off hours at any company job site or the surrounding premises may be subject to termination. Surrounding premises are defined as company staging areas used by the company and its employees, at any jobsite.

d. Employees found to be under the influence of alcohol while on duty, or while operating a company vehicle, may be subject to termination.

3. Prescription Drugs - Employees using prescription medication that may impair the performance of job duties, by affecting either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all employees, the company will consult with the employee and his/her physician to determine if a reassignment of duties is necessary. The company will attempt to accommodate the needs of the employee by making an appropriate assignment. If, however, a reassignment is not possible, the employee will be placed on temporary medical leave until determined to be fit for duty by the prescribing physician.

4. Grievances - All aspects of this program will be subject to the grievance procedure in the applicable collective bargaining agreement between the Union and the company.

Section E: Drug and Alcohol Testing

1. The company and the Union agree that employees may be required to submit to drug and alcohol testing under the following circumstances:

a. The company may require an employee to submit to a drug and alcohol test if the employee is involved in a workplace accident. The circumstances of the accident, injury or damage will dictate if reasonable cause exists.

b. The employer shall pay \$25.00 for a negative test, to any job applicant or employee

submitting to a urinalysis/oral test under the terms of this policy.

c. An employee may be required to submit to a drug and alcohol test for a one (1) year period as part of a follow-up to counseling or rehabilitation for substance abuse.

d. Where customer generated jobsite conditions warrant, a random testing procedure shall be followed. An independent laboratory accredited by the National Institute on Drug Abuse or the College of American Pathology will conduct drug and alcohol testing.

e. Upon dispatch to each employer an individual shall be subject to drug and alcohol testing within (5) five days.

2. Drug and alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse or the College of American Pathology. For testing of employees who live in the Union's territory, the employer will ensure that the testing is done as close as possible to the employees' residence.

3. A test will be considered positive for a drug if the level detected meets or exceeds the N.I.D.A. standards established for that drug by the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Drugs Included	Cutoff Level
Amphetamines	1000 ng/ml
Barbiturates	500 ng/ml
Cocaine	300 ng/ml
Marijuana (THC)	50 ng/ml
Opiates group	300 ng/ml
Phencyclidine (PCP)	25 ng/ml

A test will be considered positive for alcohol if it shows a blood alcohol level that is sufficient to demonstrate alcohol intoxication under applicable state law.

4. Urine/ Oral samples shall be separated into two containers at the time of donation. One portion of the original urine/oral sample shall be kept secure and chemically stable and made available for verification of laboratory testing results. An employee whose urine/oral sample produces a positive result shall have the right to have his/her sample retested, at his/her expense, at an accredited laboratory of his/her choice. If the retesting produces a negative result, the result of the initial test shall be deemed negative as well.

5. The handling and transportation of each specimen will be documented in a manner that properly establishes the chain of custody.

6. Any initially positive result will be confirmed by a gas chromatography-mass spectrometry (GC/MS) test. Unless an initially positive result is confirmed by a GC/MS test, it shall be deemed negative and reported as such by the laboratory or other

testing facility.

7. If an employee tests positive, they shall have the right to discuss and explain the results of their tests with an appropriate representative of the company, including the right to advise the company of any medication, prescribed by a physician, or of any other circumstances, that may have affected the test results, they then will be given (3) three business days to either, enroll a company approved and union insurance approved Drug and Alcohol Rehabilitation Program, provide a negative test result from an approved laboratory at their own expense or be terminated. If positive, employee will be paid for hours worked not for time testing.

8. A Diluted Test result will be treated as inconclusive until retesting proves otherwise. First retest will be at employer's expense. Second diluted retest may cause employee to be suspended until receipt of negative test result at employee's expense.

9. No employee shall be required to sign any waiver forfeiting any rights of limiting the liability of the company, the owner or any other person or entity connected with the performance of drug or alcohol tests.

10. The company will bear all cost of all testing procedures.

11. All employees shall sign a release, given the employer permission to give a copy of their test results to the designated representative of Local #135.

Section F: Rehabilitation and Employee Assistance Program

1. Employees are encouraged to seek help for drug or alcohol problem before it deteriorates into a disciplinary matter. Employees who seek voluntary assistance for alcohol or substance abuse prior to testing may not be disciplined for seeking such assistance. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

2. If treatment necessitates time away from work, the company shall provide for the employee, an unpaid leave of absence to permit participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she qualifies exists.

Section G: No Discrimination

This program will be applied only to accomplish the policy set forth in Part I and will not be used to discriminate against or harass any employee.

Section H: Review

This policy may be open for review on an annual basis by the Trade Board.

ARTICLE XVII - DURATION AND TERMINATION

Section A: Duration:

This Agreement shall become effective July 1, 2019 and shall remain effective until its expiration on June 30, 2022.

Section B: Termination:

This Agreement shall automatically be renewed for an additional period of one (1) year from the termination date and from year to year thereafter unless either party serves written notice upon the other at least sixty (60) days prior to its expiration date or prior to the end of each yearly renewal, thereafter, requesting that the agreement be amended or terminated.

ARTICLE XVIII - JOINT TRADE BOARD

Shall be formulated and established within 60 days from the effective date of this Agreement.

ARTICLE XIX – CONTRACTORS ASSOCIATION FUND

1. Employers bound to this Agreement by reason of written authorizations given to the Association, or by becoming signatory thereto on an individual basis, acknowledge that services of great value are performed by the Association in the negotiation and administration of this Agreement, and in maintaining an open line of communications with Union, all levels of governmental authority, and the industry in general.
2. Each Employer bound to this Agreement, whether through representation by the Association or individually, shall pay Contract Administration Funds in the amount of thirty-five (35) cents per hour for each hour worked by all employees covered by this Agreement.
3. Contract Administration Funds shall be administered solely at the discretion and direction of the Board of Directors of the Association, or by agents duly authorized by said Board.
4. Any dispute regarding Employer's obligation to make the payments provided for by this Article, shall be resolved by arbitration and in no other manner.
5. In the event an independent Employer specifically excludes the provisions from the Employer's Agreement, the Employer shall pay for each man-hour worked including hours worked on prevailing wage projects, an additional contribution to the Joint Apprenticeships and Training Committee in the same amount that would otherwise be paid to the Contractor Administration Fund. Upon demand of any Employer, who objects to the payments specified in Section B, the Union shall bargain individually with the Employer concerning the Union's request that the Employer include Section E. However, the additional training fund

contribution due from Employers who have excluded the provisions of this Agreement is not subject to such individual bargaining.

6. The Association shall pay for all administrative expenses incurred in the operation of the Contractor Administration Fund.

SIGNED:

INTERNATIONAL ASSOCIATION OF
HEAT & FROST INSULATORS AND
ALLIED WORKERS, LOCAL #135

EMPLOYER

BY _____
President

Company Name

BY _____
Business Manager/ Secretary

Name _____
Owner/President

Signature _____

Title _____

Date _____

Date _____

APPENDIX A

ATTACHMENT NO. 1	Settlement Agreement Dated February 17, 1992
ATTACHMENT NO. 2	Memorandum of Agreement For the Individual Account Plan Dated April 21, 1992
ATTACHMENT NO. 3	Memorandum of Agreement For the Defined Benefit Plan Dated April 21, 1992
ATTACHMENT NO. 4	Memorandum of Agreement For the Health Plan dated April 21, 1992
ATTACHMENT NO. 5	Letter of Understanding Dated April 21, 1992

All executed by the Western States Conference and Western Insulation Contractors Association Central Labor Committee.

APPENDIX A
PER ARTICLE IX, SECTION 5 (a)
ATTACHMENT NO 1
SETTLEMENT AGREEMENT

1. PARTIES

This is a Settlement Agreement between the parties to the Federal Court lawsuit entitled “Asbestos Workers Local Union no. 5 et al. v. Western Contractors Association et al.” (U.S.D.C., E.D. Cal. No. CivS.91-328LKK) (herein “the Lawsuit”). Western Insulation Contractors has entered into the Agreement on its behalf and on behalf of all its member chapters and Employer members.

2. PURPOSE OF SETTLEMENT AGREEMENT

This Agreement is entered into for the purpose of resolving controversies between the parties which have led to the filing of the Lawsuit and to provide for the termination of the Lawsuit and attendant legal expense.

3. CONTINUATION OF DEFINED BENEFIT PLAN

(a) Subject to the provision of subparagraph (b) of this Paragraph 3, the Western states Conference of Asbestos Workers Defined Benefit Pension Plan will be continued.

(b) The Defined Benefit Pension Plan will be managed in such fashion as to insure, the fullest extent legally possible, that no withdrawal liability of any participating Employer will ever be incurred, that benefit improvements will be made whenever feasible without creating withdrawal liability, and that the Trust Agreement will be amended by the bargaining parties to reflect this provision. Maintenance of a Plan that is free of Employer withdrawal liability is a necessary status for the Plan to avoid termination. The Plan will be terminated if two consecutive annual actuarial valuations show that any participating Employer could incur withdrawal liability. However, prior to Plan termination, the Trustees shall take action to eliminate the unfounded withdrawal liability. Such action may include, but not be limited to, accepting uniform allocations from existing Local Union wage packages in amounts no greater than are needed to eliminate the possible withdrawal liability. This additional allocation is subject to ratification by a majority of Local Union. If the Defined Benefit Plan is terminated, rates of contributions made to the Defined Benefit Plan will be added to and deposited into the Individual Account Plan. The terms of Trust Agreement governing the Plan will remain the subject negotiation between the bargaining parties.

4. STATUS OF MEMORANDUM OF AGREEMENT

The Memorandum of Agreement executed July 11, 1984 between Western Insulation Contractors Association (“WICA”) and the Western States Conference of Asbestos Workers (“the Conference”) is canceled. The contribution rates, provided for in Articles I and II of said Memorandum of Agreement, and those amended by the addenda dated May 7, 1988 and September 15, 1989, shall remain in effect until a new Memorandum of Agreement is negotiated between the Conference and WICA. These rates shall be as follow:

Defined Benefit Plan \$1.66/hr

Defined Contribution Plan \$1.25/hr to \$1.80/hr

Health Plan \$0.07/hr

The new memorandum of Agreement will become effective upon ratification by participating Local WICA chapters and Local Unions of the WICA-Conference negotiations, such ratification to be in the manner prescribed by WICA and the Conference, respectively. When ratified, the new Memorandum of Agreement will become a part of the collective bargaining agreements of each participating Local Union.

5. DISMISSAL OF THE LAWSUIT

The parties to the Lawsuit will stipulate for the dismissal of the Lawsuit without prejudice. Payment for attorney’s fees incurred by the parties to the Lawsuit in the prosecution and the defense of the Lawsuit will remain as previously agreed between the parties.

APPENDIX A
ATTACHMENT NO. 2
MEMORANDUM OF THE AGREEMENT
FOR THE
INDIVIDUAL ACCOUNT PLAN

This MEMORANDUM OF AGREEMENT made and entered into on this 21st day of April 1992 by and between Western Insulation contractors Association and its members (hereinafter called the "Association") and the Western States Conference and its members (hereinafter called the "Conference").

ARTICLE 1
INDIVIDUAL ACCOUNT PLAN

Section 1: The Conference and Association have agreed to a defined Contribution Plan which will be known as the Individual Account Plan which operates as part of the Western States Asbestos Pension Fund and covers all eligible members in participating Local unions.

Section 2: The contributions to the Individual Account Plan shall be made in accordance with the following conditions:

(a) Classifications

Class I employees shall consist of all apprentices.

Class II Employees shall consist of employees who have attained Journeyman Status and who have participated between 1 year and 5 years in the IAP Plan or in the industry.

Class III employees shall consist of Journeyman employees who have participated between 6 years and 15 years in IAP Plan or in the industry.

Class IV employees shall consist of journeyman employees who have participated between 16 years and 19 years in the IAP Plan or in the industry

Class V employees shall consist of journeyman employees who have participated at least 20 years in the IAP Plan or in the industry.

For those individuals who have not participated in the IAP for the time defined above but have the requisite years of industry service (i.e. travelers, transfers, etc.), the Union shall submit classification evidence to the Trust Fund Office no than October 1. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Western States Conference Officers and approved by the WICA Central Labor Committee. Upon notification to the Employer of an approved classification, the employer shall pay wages and fringe contributions and the approved classification level unless and until notified by the Trust Fund Office of a classification change.

The foregoing classifications shall be effective for hours worked on or after July 1, 1992. Initial employee classification requests must be submitted to the Union by June 1, 1992. Employees who fail to submit a change request will remain in Class I or Class II in accordance with the applicable collective bargaining agreement.

(b) It is agreed that every individual employer shall pay in the Western States Asbestos Individual Account Plan for each hour worked including overtime, and as further provided in the MOA:

Class I Apprentice contribution rates as set forth in the applicable collective bargaining agreement in effect on January 1, 1992.

Class II Journeyman Mechanic contribution rate as set forth in the applicable collective bargaining agreement in effect on January 1, 1992

Class III Applicable Class II Contribution rate plus \$.50 per hour.

Class IV Applicable Class II contribution rate plus \$1.00 per hour.

Class V Applicable Class II contribution rate plus an amount per hour to be determined by the actuary for the Plan to be no more than the maximum allowable contribution rate under Section 415 of the Internal Revenue Code

Notwithstanding any provisions herein to the contrary, the contribution levels to the Pension Fund provided herein shall not cause the Plan to be in violation of Section 415 of the Internal Revenue Code (or any other sections of the Code): if necessary, adjustments to the contribution rates shall be agreed to by the Union and WICA Chapter to comply with the Code.

ARTICLE II DEFINITIONS

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers and is a construction Local Union in the International Association of Heat and Frost Insulators and Asbestos Workers.

Section 2: Local employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.

ARTICLE III RATIFICATION AND INCORPORATION INTO LOCAL AGREEMENTS

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall

become effective upon ratification of its provisions by (1) a majority vote of the Local Unions in the Conference and (2) a majority vote by the Association thought their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding upon all Local Unions represented by the Conference in the negotiation of this Agreement. This MEMORANUDM OF AGREEMENT shall also be binding upon the Association, its Employers agreeing to be bound by the form of collective bargaining agreement negotiated between such chapters and Local Unions represented by the Conference. The provisions of any local collective bargaining agreement executed between and of such Employer parties and Local Unions represented by the Conference shall be void and unenforceable during the term of this MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of this MEMORANDUM OF AGREEEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

ARTICLE IV

TERM OF MEMORANDUM

Section 1: "Subject to the ratification provisions of Article III, this MEMORANDUM OF AGREEMENT shall be effective on January MEMORANDUM Section 11, 1992 and shall remain in full force and effect in its present form until December 31, 1997."

APPENDIX A

ATTACHMENT NO. 3

MEMORANDUM OF AGREEMENT

FOR THE

DEFINED BENEFIT PLAN

This MEMORANDUM OF AGREEEMENT made and entered into on this 21st day of April, 1992 by and between Western Insulation Contractors Association and its members hereinafter called the ("Association") and the Western States Conference and its members (hereinafter called the "Conference").

ARTICLE I

DEFINED BENEFIT PLAN

Section 1: The Conference and Association have agreed to a Defined Benefit Plan which operates as part of the Western States Asbestos Pension Fund an covers all eligible members in all participating Local Unions.

Section 2: The contribution rate to the Defined Benefit Plan will be \$1.66 per hour worked by covered employees from the effective date of this agreement, and from year to year thereafter until either the Association or the Conference gives notice in writing to the other at least sixty (60) days in advance of its intent to modify, amend or to terminate this agreement.

Section 3: Appropriate representatives of the Conference and the Association shall meet as necessary to determine any changes to the contribution rate, provided for in Section 2 as required by the Settlement Agreement dated February 27, 1992.

Section 4: The contribution rate provided for in Section 2 above shall be made within the total cost package of the collective bargaining agreements in effect between the Local Unions and the local Employers.

ARTICLE II DEFINITIONS

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers and is a construction Local Union in the International Association of Heat and Frost Insulators and Asbestos Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.

ARTICLE III RATIFICATION AND INCORPORATION INTO LOCAL AGREEMENTS

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall become effective upon ratification of its provisions by (1) a majority vote by the Local Union in the Conference and (2) a majority vote by the Association's authorized representative(s). The Conference and Association thought their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding upon all Local Unions represented by the Conference in the negotiation of this agreement. This MEMORANDUM OF AGREEMENT shall also be binding upon the Association, its Employer members, all chapter organizations of the Association, all Employer members of such chapters, and all Employers agreeing to be bound by the form of collective bargaining agreement negotiated between such chapters and Local Unions represented by the conference. The provisions of any local collective bargaining agreement executed between any of such employer parties and Local Unions represented by the conference shall be void and unenforceable during the term of this MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of this MEMORANDUM OF AGREEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

ARTICLE IV TERM OF MEMORANDUM

Section 1: "Subject to the ratification provisions of Article III, this MEMORANDUM OF AGREEMENT shall be effective on January 1, 1992, and shall remain in full force and effect in its present form until December 31, 1997."

APPENDIX A

ATTACHMENT NO. 4
MEMORANDUM OF AGREEMENT
FOR THE
HEALTH PLAN

This MEMORANDUM OF AGREEMENT made and entered into on this 21st day of April, 1992 by and between Western Insulation Contractors Association and its members (hereinafter called the "Association") and the Western States Conference and its members (hereinafter called the "Conference").

Section 1: The Conference and Association have agreed to a Health Plan which operates as part of the Western States Asbestos Pension Fund and covers all eligible members in all participating Local Unions

Section 2: The contribution rate to the Health Plan will be \$0.07 per hour worked by covered employees from the date of this agreement, and from year to year thereafter until either the Association or the Conference gives notice in writing to the other at least sixty (60) days in advance of its intent to modify, amend or terminate this agreement.

Section 3: Appropriate representatives of the Conference and the Association shall meet as necessary to determine any changes to the contribution rate. If any changes are made to the Health Plan those changes shall be effective January 1st of the following year.

Section 4: The contribution rate provided for in Section 2 above shall be made within the total cost package of the collective bargaining agreements in effect between the Local Unions and the local Employers.

ARTICLE II
DEFINITIONS

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers and is a construction Local Union in the International Association of Heat and Frost Insulators and Asbestos Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.

ARTICLE III
RATIFICATION AND INCORPORATION
INTO LOCAL AGREEMENTS

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall become effective upon ratification of its provisions by (1) a majority vote by the Local Unions in the Conference and (2) a majority vote by the Association's authorized representative(s). The

Conference and Association thought their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding upon all Local Unions represented by the Conference in the negotiation of the agreement. This MEMORANDUM OF AGREEMENT shall also be binding upon the Association, its Employer members, all chapter organizations of the Association, all Employer members of such chapters, and all Employers agreeing to be bound by the form of collective bargaining agreement negotiated between agreement executed between any of such Employer parties and Local Unions represented by the Conference shall be void and unenforceable during the term of the MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of the MEMORANDUM OF AGREEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

ARTICLE IV TERM OF MEMORANDUM

Section 1: "Subject to the ratification provisions of Article III, this MEMORANDUM OF AGREEMENT shall be effective on January 1, 1992. And shall remain in full force and effect in its present form until December 31, 1997."

APPENDIX A ATTACHMENT NO. 5 LETTER OF UNDERSTANDING

This letter is intended to clarify the attached Memoranda of Understanding for the Western States Asbestos Individual Account Plan, the Western States Asbestos Health Plan, and the Western States Asbestos Pension Fund which were executed on April 21, 1992 and effective for the period from January 1, 1992 to December 31, 1997.

1. In the event of any conflict between the Memoranda or any of them and the Settlement Agreement executed February 27, 1992; the Settlement Agreement shall control.
2. Article I, Section 1 of the Memorandum of Understanding for the Health Plan is amended to delete the phrase, "operates as part of the Western States Asbestos Pension Fund." This change is merely a technical correction and is not intended to affect the meaning of the Memorandum.
3. The word "changes" in the second sentence of Article I, Section 3 of the Memorandum for the Health Plan refers solely to changes in the health plan contribution rate.
4. The changes set forth in the Memorandum of Understanding for the Individual Account Plan are not intended to affect the plan's qualified status under Section 401 (a) of the Internal Revenue Code, and the parties agree to make whatever further modification may be legally required to maintain qualified status under Section 401 (a).

5. For the purposes of the employee classifications set forth in the Memorandum for the Individual Account Plan, a year of employment in the trade shall require the same number of hours as a year of vesting service under the Western States Asbestos Pension Fund. Employees service must be verified by the Pension Fund Administrative Office before assignment to Class III, IV or V is approved by the union.

6. The wage rates for an employee in Class III, Class IV or Class V shall be reduced by the same amount that the employer's contribution for that employee to the Individual Account Plan exceeds the contribution payable for Class II.

Executed this 21st day of April 1992 at Oakland, California.

Western Insulation
Contractors Association
Central Labor Committee

Western States Conference
of Asbestos Workers

AGREEMENT TO EXTEND MEMORANDA OF UNDERSTANDING

This Agreement is entered into on February 20, 1998 by and between Western Insulation Contractors Association and its members (hereinafter called the "Association") and the Western States Conference of Asbestos Workers and its members (hereinafter called the "Conference").

The Association and the Conference executed Memoranda of Agreement for the Western States Asbestos Individual Account Plan, the Western States Asbestos Health Plan, and the Western states Asbestos Pension Fund on April 21, 1992, to be effective from January 1, 1992 to December 31, 1997. The Memoranda were clarified by a letter of understanding also executed by the parties on April 21, 1992.

The Memoranda of Agreement as clarified by the letter of understanding have been incorporated into local area collective bargaining agreements with terms extending beyond December 31, 1997, and therefore remain binding on the parties to such local collective bargaining agreements. Neither the Association nor the Conference desires to terminate or modify any of the Memoranda of Agreement at this time.

The parties hereby agree that Article IV, Section 1 of each Memorandum of Agreement shall be revised to add the following language.

Subject to the ratification provisions of Article III, this MEMORANDUM OF AGREEMENT, as clarified by the letter of understanding executed on April 21, 1992, shall be extended from December 31, 1997 through December 31, 2000, and from year to year thereafter until the Association or the Conference shall give notice in writing to the other party at least sixty (60) days prior to July 31 of any year of its intent to terminate or modify such Memorandum of Agreement.

This extension is subject to the ratification requirements set forth in Article III. Section I of each

Memorandum of Agreement. Upon ratification, the revised language of Article IV, Section 1 of each Memorandum shall be incorporated into each local area collective bargaining agreement as provided in Article II, Section 2 of each Memorandum of Agreement.

Western Insulation
Contractors Association
Central Labor Committee

Western States Conference
of Asbestos Workers

Appendix B
September 7, 2006

Re: Proposed Amendment to the Defined Benefit Contribution

The WSC Bargaining Parties met in Seattle WA on September 7, 2006 in order to negotiate an increase in the contribution rate to the Defined Benefit Plan.

The current memorandum of agreement allocates \$2.36 per hour worked to the DBP. The Bargaining Parties propose an increase as follows:

01/01/07 \$.40 diverted from wages & \$.20 Employer contribution= \$.60

01/01/08 \$.40 diverted from wages & \$.20 Employer contribution= \$.60

01/01/09 \$.40 diverted from wages & \$.20 Employer contribution= \$.60

This will increase the DBP contribution by a total of \$1.80 from \$2.36 to \$4.16 per hour worked over the next three years.

Re: Proposed Amendment to the Defined Benefit Contribution

01/01/10- \$.40 diverted from wages

01/01/11- \$.40 Employer Contribution

01/01/12- \$.40 Employer Contribution

Professional Craftsman of Conduct (PCCC)
&
Quality Control Craftsman (QCC)

Overview

The International Association of Heat and Frost Insulators and Asbestos Workers (IAHFIAW) "Professional Craftsman Code of Conduct" is a program for IAHFIAW Local Unions in the construction industry to promote and bring about the best from our construction members on jobs performed by our signatory contractors.

The Professional Craftsman Code of Conduct

Highest Quality anti Quantity 01'work

Using best skills

Using best work practices

The goal of the Professional Craftsman Code of Conduct is a job built on time, under budget, and built right the first time.

The Professional Craftsman Code of Conduct will instill in our membership pride in their craftsmanship. Upon completion of the job, the lasting impression of quality workmanship will remain with the customer, prompting him to utilize the IAHFIAW again.

The Professional Craftsman Code of Conduct will be accomplished through teamwork on the job and projecting a positive attitude about the work we perform on and off the job.

The Professional Craftsman Code of Conduct must have the total support of the Local Union at all levels. The Officers of every Local Union must pay particular attention to this task by setting an example for others to follow, as well as the promotion of the Professional Craftsman Code of Conduct.

Because the role of a "Quality Control Craftsman" (QCC) is critical to the program's success, the Business Manager, with the full support of the Officers of the Local Union, will carefully appoint, extensively train, and activate QCC's on the job.

The QCC shall have full responsibility for communicating the Professional Craftsman Code of Conduct to all members, and ensuring all members are fully meeting their responsibility to our Professional Craftsman Code of Conduct.

IAHFTAW Local Union Responsibilities

The Business Manager, through and in partnership with the QCC's, shall insure the responsibilities of the IAHFIAW Local Union in implementing the Professional Craftsman Code of Conduct assuring it is met every day, by every member. Responsibilities include but are not limited to:

All members are adhering to the contractual starting and quitting times.

Break times are limited to the time allowed by the Contract, or Agreement(s).

Members are adhering to the lunch periods established in the Agreement.

Members shall meet their responsibility to have all tools on the established tool list and will carry the necessary and proper tools to meet their contractual responsibility as highly skilled, qualified craftsmen.

Members meet their responsibility in taking care of the tools provided by the employer.

Members meet their responsibility to be fit for duty, and our zero-tolerance policy for substance abuse is strictly met.

Members are productive and efficient.

Members meet their responsibility to the employer and fellow members employed on the job arrive for work on time and ready to work.

Members will meet their contractual responsibility to eliminate disruptions on the job.

Members will respect the property of the customer, graffiti and other forms of destruction and waste will not be tolerated.

Member will respect the Customer, Client(s), Contractor, and the IAHIPIAW by not wearing clothing or buttons that contain offensive wording or symbols.

The QCC and Leaders on the job will work with other members who demonstrate bad work habits, setting a standard of quality and productivity second to none, to which each member on the job, will comply effectively working as a team;

Slowdowns, and other methods utilized to extend jobs or provide for overtime will not be tolerated;

In accordance with Article 24 Section 1 -J of the Constitution and By-Laws Walk-offs will not be tolerated. Causing or participating in a work stoppage of work because of any alleged grievance or dispute without having the

approval of the Local Union, or its duly authorized officers, shall result in a minimum fine of one thousand dollars (\$1,000), no portion of which shall be held in abeyance.

Outside activities that cast the IAHFIAW or the Local Union in a negative manner, and are not approved by the Business Manager or QCC will not be tolerated.

Any inappropriate behavior toward another member or group of members will not be tolerated.

Members will meet their contractual responsibility to utilize proper safety equipment and methods.

Members must meet their responsibility to not leave the jobsite without prior approval.

No member shall solicit funds on any project or job without the prior approval of the Business Manager.

No use of personal cell phone(s) will be allowed on the project, except for lunch or break periods.

No sale of merchandise without the prior approval of the Business Manager.

Employer Responsibilities

Signatory Employers have a responsibility to manage their jobs effectively, and as such have the following responsibilities under the Professional Craftsman Code of Conduct:

To address ineffective Superintendents, General Foremen, and Foremen.

To ensure proper job layout, to minimize down time.

To ensure there are proper numbers and types of specialized tools available.

To ensure proper storage for contractor and employee tools.

To ensure adequate change facilities.

To ensure there are adequate numbers of employees to perform the work efficiently, and conversely, to limit the number of employees to the work at hand, which demonstrates to the customer the efficiency of our partnership.

To provide the necessary leadership and training skills for Superintendents/General Foremen/Foremen to eliminate potential problems.

To ensure proper types and quantities of materials are available and properly stored to help facilitate job progress.

To ensure Superintendents/General Foremen/Foremen accept the necessary responsibility for mistakes created by management decisions.

To eliminate unsafe working conditions, and ensure proper safety training, equipment, and methods are utilized.

Absenteeism: Three Strikes You're Out - Policy involves three steps: (1) verbal warning, (2) written warning, and (3) discharge.

Termination Slips: Issued in triplicate, one to Employee, one to Local Union and one maintained by the Employer.

Methods of resolving problems through the Professional Craftsman Code of Conduct

It is understood that both the IAHFIAW Local Union and the Signatory Contractor have obligations and responsibilities under the Professional Craftsman Code of Conduct. The Local Union's role is to assist management with individual problems with its members, assuring the Local Union's obligation to provide honest and diligent service to the employer is maintained and improved.

Local Union Responsibilities

The QCC empowered by the Business Manager will work with members to correct and solve problems related to job performance.

The Local Union must provide specialized training for QCC's.

The QCC will communicate on a regular basis with the management team to communicate job progress, work schedules, and work process problems to the members.

Meetings will be established between the International Vice President, Business Manager, or his/her representative to discuss and resolve issues related to the compliance of the Professional Craftsman Code of Conduct. If applicable, management will be invited to attend and participate in the process.

In the event an individual member is not meeting membership responsibilities, the Local Union Executive Board will assume the responsibility to address problem member(s) not meeting their obligation to the IAHFIAW, up to and including charges being filed. The role of the local union is to correct the problem, by whatever means at its disposal.

Three Strikes You're Out Policy; A three strike policy would severely sanction a union member after the third violation, up to and including removal from the referral procedure. After 1st discharge, member to be brought in front of Local Union Executive Board. After 2nd discharge, Local Union Business Manager to file charges; Local Union Executive Board hears charges and if found guilty member fined accordingly. After 3rd discharge, Local Union Executive Board and Business Manager will file charges to be heard by General Executive Board/General President; disciplinary action up to and including fine, suspension or expulsion.

Management Responsibilities

The ultimate responsibility of managing the job falls squarely on the shoulders of contractor management. Problems with job performance may be addressed as follows:

Management will address concerns brought forth by the QCC. If the lowest level of management does not resolve the problem, the Business Manager and QCC will address the issue with higher levels of management.

If the issue is not resolved, the Local Union or Contractor shall call for a contractually established Labor–Management meeting to resolve concerns or issues.

Labor and Management may elicit customer support to address the problem.

Other methods for consideration with Contractor and Local Union Support:

Weekly job progress "toolbox" meetings.

International Vice Presidents by request from either party to be involved in Labor–Management sessions to mediate problems between Employers, and solutions to job problems.

Foremen and General Foremen should be certified as "Professional Craftsman Code of Conduct" job leaders through attendance of International Association of Heat and Frost Insulators and Asbestos Workers Project Supervision classes.

The QCC and Management will endeavor to correct problems with individual members on the jobsite. If the member is unwilling or unable to make the necessary changes, management must make the decision whether that employee/member is detrimental to the goals of the Professional Craftsman Code of Conduct and should or should not remain employed.

PROFESSIONAL CRAFTSMAN CODE OF CONDUCT



Project Notification Form

LOCAL #: _____

PROJECT NAME AND OWNER:

PROJECT LOCATION:

INSULATION CONTRACTOR NAME:

NAME / SIGNATURE OF QCC FOR THIS PROJECT:

_____ / _____

BUSINESS MANAGER SIGNATURE/ CONTRACTOR SIGNATURE

_____ / _____

DATE: _____

The Heat and Frost Insulators and Allied Workers
Labor-Management Cooperative Trust
(LMCT)

Section 1: Commencing as of effective date of this Agreement, and for the duration of this Agreement, the Employer agrees to make payments to the Heat and Frost Insulators and Allied Workers Labor- Management Cooperative Trust (LMCT) for each employee covered by this Agreement, as follows:

- A) For each hour worked, for which an employee works, the Employer shall make a contribution of five cents (\$.05) to the LMCT. These funds will be sent to the LMCT on a monthly basis via the Local Union Financial Secretary Monthly Financial Report.
- B) For the purpose of this Article, each hour worked, shall be counted as hours worked for which contributions are payable.
- C) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, Insulation workers, firestop workers, and hazardous waste workers in the following classifications: journeyman, apprentices, helpers, trainees, and probationary employees.
- D) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCT.

PENDING

INSIDE CONSTRUCTION AGREEMENT

Agreement by and between the Southern Nevada Chapter of the National Electrical Contractors Association, Inc., and Local Union 357, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term “Chapter” shall mean Southern Nevada Chapter of the National Electrical Contractors Association, Inc., and term “Union” shall mean Local Union 357, IBEW. The term “Employer” shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry; therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public. Progress in the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. All statements and words in this agreement, referring to gender in any way, include all genders. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1

Effective Date – Changes – Grievances – Disputes

Section 1.01

This Agreement shall take effect June 1, 2018, and shall remain in effect until May 31, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05

There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06

All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight hours, they shall refer the same to the Labor-Management Committee.

Section 1.07

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

Section 1.08

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE 2

Employer Rights-Union Rights

Section 2.01

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the employer's and/or owner's rules and regulations not inconsistent with this agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.02

The Employer recognizes the Union as the sole collective bargaining agency between itself and employees covered under the scope of this Agreement.

Section 2.03

Members of the IBEW, except those meeting the requirements of an “Employer” as defined herein, shall not contract for any electrical work. Person or persons taking out licenses as contractors shall not be allowed to work back and forth as contractor or journeyman as the occasion arises.

Section 2.04

The Union agrees that if, during the life of this Agreement, it grants to any other employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.05

Certain qualifications, knowledge, experience, and financial responsibility are required of everyone desiring to be an employer in the electrical industry. Therefore, an employer who contracts for electrical work is a person, firm, or corporation having these qualifications, a suitable financial status to meet payroll requirements and, where required, must be in possession of a valid Nevada State License as an electrical contractor, and employ at least one (1) journeyman regularly.

Section 2.06

For all employees covered by this Agreement, the Employer shall carry Workman’s Compensation Insurance with a company authorized to do business in this state, and shall furnish satisfactory proof of such to the Union; he shall also make contributions to the Nevada Unemployment Compensation Commission.

Section 2.07

The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Section 2.08

It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

Section 2.09

Any employee exercising such right shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

Section 2.10

The Employer shall not work with the tools (except in emergency cases to protect life and property) or be personally employed except in a supervisory or managing capacity, except that employers continuously employing three (3) or less journeymen may do small jobs necessary for the efficient operation of the business.

Section 2.11

The Employer shall not loan or cause to be loaned the workmen in his employ to any other employer without first securing permission of the Union and then only when applicants possessing the required skills are not available under the referral procedure.

Section 2.12

The Union shall have the right to appoint a steward at any shop or job where workmen are employed under the terms of this Agreement. At any time on any one project the Employer and the Union through written mutual consent may choose to have additional stewards appointed. If a second steward has not been previously agreed by written mutual consent, the Union shall have the right to appoint an additional steward without written mutual consent after 125 workmen, as described above, are so employed. Such stewards shall be allowed sufficient time during the regular working hours, without loss of pay to see that the terms and conditions of this Agreement are enforced. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement. An additional working steward shall be appointed for each one hundred and twenty- five (125) workmen thereafter.

Steward Qualifications

- (a) The Union will appoint only individuals who meet minimal or greater qualifications and certifications as required to serve as a steward. Qualifications shall include: Demonstrated understanding of the Inside Construction Agreement, effective communication and conflict resolution skills.
- (b) The steward will notify his immediate supervisor of the duties that would cause him to be away from his assigned work before he performs said duties provided the said supervisor is immediately available and on the job. No steward will interfere with the work of any other employer.
- (c) A steward will not be laid off or fired until the matter has first been discussed with the Union. If no agreement is reached within twenty-four (24) hours, the matter will then be referred to the Business Manager and the Chapter Manager, and in the event they cannot agree within an additional twenty-four (24) hours, either party may then request a hearing before the Labor Management Committee. It is understood that the steward will be comparable to other workmen on the job and will not have preference over regular foremen in the reduction of force.
- (d) The steward's appointment will become effective upon notification in writing to the individual employer and the chapter office.
- (e) No steward will be authorized to cause a stoppage of work on any job and in the event he is unable to adjust any matter, the Business Manager of the Local Union will be notified immediately.

Section 2.13

The representatives of the Union shall be allowed access to any shop or job where workmen are employed under the terms of this Agreement provided there be no interference with any work being performed. When practical, the Business Manager or representative will notify the Employer's supervision on the site prior to meeting with the employees. The Employer shall be notified in advance of any jurisdictional meeting at the job site.

Section 2.14

No complaint dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Chapter within fifteen (15) regular working days from the date on which the alleged complaint, dispute or grievance first

occurred except in cases involving fringe benefit payments. The parties may mutually agree to extend the filing period to provide an opportunity for an amicable resolution of the dispute.

Section 2.15

No employee, or members of the Union or their agents shall give or accept, directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having his agreement terminated upon written notice thereof being given by the Union.

Section 2.16

The policy of this Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hours and working conditions, by their fellow members of the International Brotherhood of Electrical Workers.

Section 2.17

The Local Union is part of the International Brotherhood of Electrical Workers and any violations or annulment by an individual employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of Section 2.18 of this Article, will be sufficient cause for the cancellation of this Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

Section 2.18

The subletting, assigning, or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

Section 2.19

All charges of violations of Section 2.18 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.20 – Substance Abuse Policy

The dangers and costs that alcohol and other chemical abuses can create in the contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate safeguards to ensure fairness in application and protection of legitimate interest of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA Chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 2.21(a) – Labor Management Cooperation Committee

The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. § 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Each Employer shall contribute thirty-cents (\$.30) per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southern Nevada Chapter NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Section 2.21(b) - National Labor Management Cooperation Committee

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C § 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C.§ 186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to

achieving organizational effectiveness;

- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Southern Nevada Chapter NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees, shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of

the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Section 2.22

- (a) All signatory contractors shall complete State and Federal Davis-Bacon Prevailing Wage Survey forms and file them with both the governing body and the LMCC office by the due date. Those contractors not complying with these requirements will be in violation of this agreement and will be subject to a two thousand five hundred dollar (\$2,500.00) fine payable to the LMCC.
- (b) In the event an employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this agreement, the predetermined prevailing rates shall apply to that project for the duration of that project but not to exceed two (2) years. Fringe benefits increases will apply with any allocation directed by the membership. Any agreement that requires maintenance of all fringe benefits shall be recognized. For example: PLA's, CWA's etc. The union shall have access to view a conformed copy of the bid as provided to the Southern Nevada Sub-contractors Bid Depository. This subsection will expire on May 31, 2021.

Section 2.23

It is agreed that the transfer of employees to different shifts shall be by mutual consent of the Employer and employee. Employees not wishing to transfer to a different shift or job, due to a mutually agreed hardship, shall receive a reduction in force.

Section 2.24

Employees and applicants for employment shall comply with the Substance Abuse Policy established by the parties to this Agreement. Any disputes regarding an interpretation of this Substance Abuse Policy shall be handled in accordance with Article 1 of this Agreement. Where such testing is effected, the Employer shall pay for the required test and shall compensate each employee for one (1) hour's wages. If the employee's test result is not negative the employee will not be paid the one (1) hour for taking the drug test, the Employer agrees to pay only the hours spent in orientation and actual time worked.

This Section shall remain in full force and effect until such time as the new Drug Free Workforce Policy is negotiated between the two parties. Employer to contribute \$.06 per hour worked to the Drug Free Fund to be designated and utilized for the implementation and funding of the Drug Free Workforce Program. A subcommittee will be established to implement the program as soon as possible. Employer to contribute \$.08 per hour worked to the Drug Free Fund beginning on 6/1/2020.

Section 2.25

Following a demand by the Local Union for recognition as the NLRA Section 9(a) majority collective bargaining representative, the Employer recognizes the Local Union as the Section 9(a) majority collective bargaining representative for all employees performing bargaining unit work, based on a showing by the Local Union or an offer by the Local Union to show evidence that a majority of the employees authorize the Local Union to represent them in collective bargaining.

ARTICLE 3 Referral Procedure

Section 3.01

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral applicants for employment, preserving that legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.02

The Union shall be the sole and exclusive source of referral of applicants for employment.

(a) Any employee covered by this agreement having no work hours reported during two consecutive fringe benefit transmittal periods shall be terminated by the Employer except for the following:

1) Employees who have received written mutual consent of the Business Manager and Chapter Manager for a longer leave. It is agreed that mutual consent will not be withheld for extended vacations, medical leave, hunting trips, etc., but the employee shall share enough information to verify his/her intentions.

2) Employees on FMLA

3) Employees collecting Workman's compensation lost time insurance benefits

Section 3.03

The Employer shall have the right to reject any applicant for employment.

Section 3.04

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.05

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman-wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a journeyman wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one local union at a time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and

designates that local as his or her Group I local union, the business manager of the new Group I status local union shall, by electronic means, notify the business manager of the applicant's former Group I status local union.

GROUP II

All applicants for employment who have four or more years' experience in the trade, and who have passed a journeyman-wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a journeyman wireman by an Inside Joint Apprenticeship and training Committee.

GROUP III

All applicants for employment, who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one year.

Section 3.06

If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the referral procedure but such applicants, if hired, shall have the status of "temporary employees."

Section 3.07

The Employer shall notify the Business Manager promptly of the names and social security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the referral procedure.

Section 3.08

"Normal Construction Labor Market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area

from which the normal labor supply is secured: Clark and Lincoln Counties and that portion of Nye County south of the Mt. Diablo Base Line, State of Nevada.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 3.09

“Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 3.10

An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 3.11

The Union shall maintain an “out of work list” which shall list the applicants within each group in chronological order of the dates they register their availability for employment.

Section 3.12

An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration be restored to his appropriate place within his group.

Section 3.13

- (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in order of their place on the “out of work list” and then referring applicants in the same manner successively from the “out of work list” in Group II, then Group III and Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his group and shall be referred to other employment in accordance

with the position of his group and his place within his group.

- (b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within ten calendar days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:
1. Require the applicant to obtain further training from the JATC before again being eligible for referral;
 2. Disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct;
 3. Refer the applicant to an employee assistance program, if available, for evaluation and recommended action;
 4. Restore the applicant to his/her appropriate place on the referral list.

Section 3.14

The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided however, that all names in higher priority groups, if any, shall first be exhausted before such overage reference can be made.

Section 3.15

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.16

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.01 through 3.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

Section 3.17

A representative of the Employer or of the association, as the case may be, designated to the Union in writing, shall be permitted to inspect the referral procedure records at any time during normal business hours.

Section 3.18

A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the office of the employers who are parties to this Agreement.

Section 3.19

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the parties.

ARTICLE 4 Regular Work Week

Section 4.01

Eight (8) hours work, Monday through Friday, between the hours of 6:00 a.m. and 4:30 p.m., with thirty (30) minutes for lunch established between the fourth and fifth hour of the work day shall constitute a day's work. All work performed outside of the stated hours will be paid at the overtime rate.

Eight (8) hours work, Monday through Friday, between the hours of 5:00 a.m. and 5:30 p.m., with thirty (30) minutes for lunch established between the fourth and fifth hour of the work day shall constitute a day's work. All work performed outside of the stated hours will be paid at the overtime rate. This paragraph will expire on May 31, 2021.

- (a) Starting time adjustments shall be for no less than five (5) continuous working days at the shop or the job specified. Regular starting time established outside of the normal 7:00 a.m. will be made by providing written notification of requested

- changes to the IBEW Business Manager and the NECA Chapter Manager. In order to promote peaceful harmony on any job or project, the lunch period starting time can be changed by mutual consent.
- (b) Where required by the job conditions, the Employer may request a job site conference with the authorized representative of the Local Union and Southern Nevada Chapter of NECA to resolve the job site conditions. Should the authorized representative be unable to mutually agree to resolve the conditions, they shall be referred to the procedure outlined in Article 1.
 - (c) There shall be a ten (10) minute break each regular work day in the first half of each work day. If an employee is required to work two (2) or more hours overtime after the regular work day (or shift) a ten (10) minute break will be taken at the end of the regular work day (or shift) or at the time established by the Employer. In no case shall an employee work four (4) consecutive hours without a ten (10) minute break. If an employee is required to work two hours prior to the regular work day this break shall be taken within the first four hours of the employee's starting time. All breaks shall be taken in the employees' immediate work area.

Section 4.02

Saturdays, Sundays and holidays will not be considered as regular work days.

Section 4.03

When an employee is required to work more than two (2) hours overtime after the regular work day or shift, a supplemental meal period of thirty (30) minutes will be established and at the completion of each six (6) hour period thereafter. If an employee works more than two (2) hours before the start of a regular work day or shift a fifteen (15) minute break will be established, this break is to be taken in the immediate work area. Employees released from work on or before a meal period will not be entitled to the meal provisions. Supplemental meal periods and the aforementioned fifteen (15) minute break are subject to variation so that continuous service may be maintained. On each occasion, the Employer may elect to purchase and furnish the meal to be eaten on the employees' own time or have the employee purchase the meal to be eaten on the Employer's time.

Section 4.04

No employee will be required to take time off from the regular work day or work

week for overtime worked or to be worked, excepting to provide for eight (8) hour rest periods as provided for in Section 4.09 of this Article.

Section 4.05

When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the “day shift” shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the “swing shift” shall be paid at the regular hourly rate of pay plus 15% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the “graveyard shift” shall be paid at the regular hourly rate of pay plus 30% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer’s work schedule. However, any such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after completion of eight (8) hours of any shift shall be paid at one and one-half times the “shift” hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirements for a day shift when either the second or third shift is worked.

Section 4.06

Any four (4) hours overtime each day, either before and/or after the regular work day shall be paid at one and one-half times (1½x) the straight time hourly rate. All other overtime including Saturdays, Sundays, and holidays shall be paid at double (2x) the straight time rate of pay.

Section 4.07

Intentionally left blank.

Section 4.08

When an employee works overtime four (4) hours or less immediately preceding his regular starting time, on regular work days or shifts, he shall be paid at the time and one-half rate of pay only until his regular starting time. When an employee works in excess of four (4) hours, immediately preceding this regular starting time, or regular work days or shifts, he shall continue to be paid at the double time rate of pay beyond his regular starting time for a minimum of eight (8) hours work at which time he may be released from work for that day or shift or will continue to be paid at the appropriate overtime rate until released.

As an example, an employee starting work at 2:00 a.m. whose regular starting time is 8:00 a.m. will be paid at the double time rate of pay until 10:00 a.m., at which time he may be released.

Section 4.09

When an employee works overtime after any day or shift, he will continue to be paid at the appropriate overtime rate of pay until he is granted an eight (8) hour rest period. The rest period may extend into the regular work day thereby postponing the time for an employee to return to work to complete the regular work day. Travel time is included as part of the rest period. The eight (8) hours rest period provisions does not apply to emergency call outs.

Section 4.10

In a sincere effort to further the best interests of the electrical industry, to stabilize the employment opportunities within the trade jurisdiction and to provide equal economic opportunities for all, employer and employee alike, it is mutually agreed that no construction work will be performed outside of the regular work week on family dwellings, except by prior notification to the Local Union of the specific hours to be worked and the names of the employees involved.

Section 4.11

The following days are recognized holidays:

New Year's Day
 Martin Luther King Holiday*
 Washington's Birthday (President's Day)
 Memorial Day
 Independence Day
 Labor Day
 Nevada Day*
 Veteran's Day
 Thanksgiving Day
 Friday following Thanksgiving Day
 Christmas Day

- * Denotes that upon each of the member local unions belonging to the Southern Nevada Building Trades Council having initiated observance of this proposed holiday, the holiday will be recognized as part of the holidays observed by the parties to this Agreement.

If any of the above holidays should fall on Saturday, the preceding workday will be observed as the legal holiday. If any of the above holidays should fall on Sunday, the following workday will be considered the legal holiday. All work performed on the above holidays shall be paid at the double (2X) the straight time rate of pay.

An employee shall be allowed to observe Martin Luther King Day, and/or Nevada Day as a day off without pay or penalty provided the Employee notifies the Employer not less than forty-eight (48) hours prior to the day of observance and the Employer mutually agrees.

Section 4.12

No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager of the Union.

Section 4.13

The minimum wage schedule shall be:

General Foreman:

Not less than twenty-two percent (22%) an hour differential above the journeyman's rate of pay.

Foreman:

Not less than eleven percent (11%) differential above the journeyman's rate of pay.

Journeyman Wireman:

Effective	Increase	Wages
06/01/2018	\$1.65	\$45.48
06/01/2019	\$1.90	\$47.38
06/01/2020	\$2.05	\$49.43

Journeyman Technician:

Effective	Increase	Wages
06/01/2018	\$1.65	\$45.48
06/01/2019	\$1.90	\$47.38
06/01/2020	\$2.05	\$49.43

Journeyman Cable Splicer:

Premium pay for Cable Splicer will be \$.50 per hour.

Effective	Increase	Wages
06/01/2018	\$1.65	\$45.98
06/01/2019	\$1.90	\$47.88
06/01/2020	\$2.05	\$49.93

A journeyman wireman when welding shall receive five percent (5%) over the journeyman wireman rate of pay.

Apprentice shall be classified and accredited with time having been served

according to the decision of and approved by the Joint Apprenticeship Committee.

Apprentices indentured after June 1, 2003 and before June 1, 2018 shall enter the program on the following progression:

1st	Period	45%	of JW rate
2nd	Period	50%	of JW rate
3rd	Period	60%	of JW rate
4th	Period	65%	of JW rate
5th	Period	75%	of JW rate
6th	Period	85%	of JW rate

Apprentices indentured after June 1, 2018 shall enter the program on the following progression

1st	Period	35%	of JW rate
2nd	Period	40%	of JW rate
3rd	Period	45%	of JW rate
4th	Period	50%	of JW rate
5th	Period	60%	of JW rate
6th	Period	65%	of JW rate
7th	Period	75%	of JW rate
8th	Period	80%	of JW rate
9th	Period	85%	of JW rate
10th	Period	90%	of JW rate

Apprentices indentured after June 1, 2018 will receive Pension Plan A contributions starting in the 5th period and if the total pension package in Article 6 is higher than the Plan A amount the remainder will be paid into Plan B fund.

Section 4.14 –Hazard Work Payment

- (a) All employees working on temporary staging, ladders, apparatus, devices and other structures that are not protected by a guardrail system that meets OSHA standards as specified in Subpart M of CFR 1926 and are within five (5) feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (½) the straight time hourly rate of pay for all such work performed. The use of body harnesses, and/or nets, shall not circumvent the payment of hazard pay as referenced in this Article nor will their use require the payment of hazard pay.
- (b) Employees required by the Employer to wear both full protective clothing

(coveralls, boots, gloves, caps, etc.) and a full face respirator shall receive ten percent (10%) above their rate of pay. Thirty (30) minutes or more of wearing both the clothing and respirator, mentioned above, will entitle the workman to a minimum of two (2) hours premium pay for that day. When the workmen are required to wear both the clothing and the respirator over two (2) hours, they shall be paid premium pay for the actual time both the clothing and the respirator are worn.

Section 4.15

- (a) Wages shall be paid weekly in cash or by payroll check not later than quitting time on Friday and not more than three (3) days wages may be withheld at that time. If a holiday falls on Friday, payday will be on the preceding work day.
- (b) Direct Deposit – Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employees choice, if offered by the Employer. Weekly check stubs showing all deductions shall be supplied to the employee by the Employer. This manner of payment, once adopted, may not be changed except upon a 14 day advance written notification between the employee and the Employer with notification copied to the Union. If the monies are delayed and it is not the fault of the contractor, waiting time will not apply.

Section 4.16

In the event the employee is not paid before the end of his regular eight (8) hour shift on his regular payday, the employee shall remain on waiting time at the straight time rate of pay until such pay is received. Such waiting time shall not exceed eight (8) hours per day.

Section 4.17

Any Employer delivering a check for wages without sufficient funds to cover said check shall be considered as not having paid his employee and the waiting time described herein shall begin at the end of the shift that such employee received the insufficient check.

Section 4.18

Any workman laid off or discharged by the employer shall be paid all his wages immediately; in the event that he is not paid off, waiting time at the regular rate shall be charged until payment is made. Such waiting time shall not exceed eight (8) hours per day.

Section 4.19

Any Employer delivering a check for wages or fringe benefits without sufficient funds to cover said check shall automatically be placed on a cash basis for all such payments.

Section 4.20

Any employee who resigns or quits his employment shall be paid the day on which he would have regularly been paid the wages or compensation; or seven (7) calendar days after he resigns or quits, whichever is earlier.

Section 4.21

Any workman being terminated for any reason will be given a “termination slip” clearly setting forth the reason for termination and eligibility for rehire. Termination slips will be furnished to the Employers by the Union. Employers shall send a copy to the Union within ten (10) calendar days.

Section 4.22

Workmen to be laid off will be given sufficient advance notice, up to a maximum of thirty (30) minutes, to gather his personal belongings and get checked out.

Section 4.23

Any employee reporting for work and being laid off, having not been notified of a lay-off the previous day shall receive not less than two (2) hours wages. If the laid off employee performs any work on the job, the employee shall receive a minimum of four (4) hours wages for that day.

Section 4.24

Any employee called out on an emergency to perform work shall be paid from the time they leave their home and shall end when they return home. The travel time allowance provided for in the above shall be interpreted to mean a reasonable amount of time allowed for traveling from the employee’s home to the job site and back.

- (a) Inclement weather. When workmen are directed to report to a job or project and do not start work due to weather conditions, they shall receive two (2) hours pay unless notified before the regular established work day. Workmen may be required to remain at the job site for the hours paid.
- (b) When workmen are directed to report to a job and do not start work because work

and/or materials are not available, they shall receive two (2) hours pay plus any applicable zone pay.

Section 4.25

All service work performed after the end of an eight (8) hour day until midnight for the first five (5) days of each week shall be one and one-half (1½x) times the regular rate of pay.

Employers performing service work may schedule two (2) journeymen per job (excluding emergencies which could require more than two (2) journeymen) to work Saturday at the time and one-half (1½x) rate for service work only.

From 12:00 midnight until the regular hour for starting the work day, the service rate shall be double (2x) the straight time rate of pay.

Journeymen shall not be required to take time off during the regular working day for the Saturday worked, or to be worked. The Employer agrees to schedule a minimum of four (4) hours at the time and one-half (1½) rate of journeymen so employed.

Section 4.26 – Referral Pay

Applicants who are referred by the Union to the Employer and are rejected shall receive one (1) hour's pay plus any applicable zone pay. The above will not apply if the Employer has previously notified the Union in writing that the applicant is not eligible for rehire.

Section 4.27

A foreman is an employee in charge of a crew and directing others.

A job foreman, shop foreman, job general foreman, shop general foreman, must be qualified as a journeyman in the particular branch of the trade in which he is employed.

A foreman or general foreman may not direct or supervise men on more than one (1) shift. However, this shall not prevent any employee from being held over from one (1) shift to another for the purpose of relaying information necessary to the continuity of the job.

Section 4.28

- (a) On any job requiring three (3) or more workmen, one shall be designated as foreman by the Employer. A foreman is a workman who may supervise a crew of

- ten (10) journeymen or fifteen (15) workmen including himself/herself.
- (b) On any job requiring more than ten (10) journeymen, an additional foreman is required.
 - (c) No foreman shall give orders to or take orders from another foreman.
 - (d) All foremen and general foremen shall have the classifications and qualifications of journeyman wireman.
 - (e) On jobs having a foreman, workmen are not to take orders, or accept the layout of any job from anyone except their foreman, except where an immediate decision is necessary.
 - (f) No foreman of one job shall at the same time supervise work on another job. No foreman of one job shall be transferred to another job and displace a journeyman of that job on overtime.

Section 4.29

A general foreman is an employee in charge of a job and directing other foremen. A general foreman will be designated at such time as there is in excess of two (2) foremen under this Agreement on any job or project.

Section 4.30

- (a) In any shop employing up to fifteen (15) employees, one (1) of the journeymen may be designated as shop foreman. He shall be in charge of laying-out work and may directly supervise up to ten (10) journeyman and/or foremen provided that the aggregate total of the journeymen and/or foremen does not exceed a total of fifteen (15) employees.

In any shop employing more than fifteen (15) employees, one (1) journeyman may be designated as shop general foreman. The shop general foreman may supervise foremen, and he may supervise journeymen when they are on a job that does not include a foreman.

Except as provided above in this section, no foreman may direct another foreman.

- (b) The Employer shall have the right to call foremen by name provided:
 1. The employee has not quit his previous employer within the past two weeks.

2. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a foreman. Upon such request, the Business Manager shall refer said foreman provided the name appears on the highest priority group.
3. When an employee is called as a foreman, he must have worked for the Employer within the last six (6) months in this jurisdiction, also he must remain as a foreman for five hundred (500) hours or must receive a reduction in force. Only one (1) foreman may be called per job, off of Book 1 only.

Section 4.31

The Business Manager of the Union shall have the privilege of checking time books for Employers with respect to workmen employed under the terms of this Agreement when necessary.

Section 4.32

On all jobs requiring five (5) or more journeymen, at least every fifth (5th) journeyman, if available, shall be fifty (50) years of age or older.

Section 4.33

Journeymen shall provide themselves with the following tools only:

Knife, Pencil, Claw Hammer, Level (small magnetic torpedo), Screw Drivers (not over 8"), Center Punch or Scratch Awl, Keyhole Saw, Hacksaw Frame, two (2) Crescents (one 12"), Tri-square, Chalk Line, Pliers (side cutter, diagonal, long-nose), Tool Box, Tool bag or Pouch, two (2) Channel Lock Pliers not to exceed size 430, Voltage Tester or optional voltage multi-meter, small wire strippers (equal to Ideal – 45-120), tape measure (25' to 30'), 1 flashlight or head lamp (Employer to supply "AA" and/or "AAA" batteries), Allen Set up to 3/8, Tin Snips (straight cut). Journeyman Cable Splicer shall furnish hand tools only.

Section 4.34

The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, tool boxes or other safe places for storage.

Section 4.35

The Employer shall furnish a lockable place for the employees to leave their tools during the time that the employees are off the job or project. Where substantial evidence of loss by fire, vandalism or burglary, outside of regular working hours, of tools from the place provided by the Employer is established, the Employer will replace tools within seventy-two (72) hours. The Employer will be held responsible for all tools and replacement of tools shall not exceed Section 4.33.

Section 4.36

Workmen shall install all electrical work in a safe and workmanlike manner in accordance with applicable code.

Section 4.37

A journeyman shall be required to make correction on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and Union assumes responsibility for the enforcement of this provision; correction to be made only after a fair investigation by the Employer and the Business Manager of the Union.

Section 4.38 – Zone Pay

Any shop established for a period of one (1) year (such a shop with business phone, open to the public during normal work hours) in Boulder City, Henderson, Pahrump, North Las Vegas and Las Vegas, the employee will report to the shop free.

- (a) The area bound by a twenty-five (25) mile radius from the intersection of Main Street and Fremont Street in Las Vegas is hereby established as Free Zone.
- (b) The area bound by a fifty-five (55) mile radius from the intersection of Main and Fremont Street shall receive two dollars and fifty cents (\$2.50) per hour at the straight time rate for Zone Pay.
- (c) The area outside of fifty-five (55) mile radius from Main Street and Fremont Street shall receive three dollars and fifty cents (\$3.50) per hour at the straight time rate for Zone Pay.
- (d) The area bound by one (1) mile on either side of I-15 from Main Street and Fremont Street, south to the California State Line and north to the Arizona State Line, shall be an established Free Zone.
- (e) Radius to be determined by Google Maps or equivalent as agreed upon by both the Business Manager and Chapter Manager.

Section 4.39

If on a regularly scheduled work day an employee is not permitted to work due to weather conditions or lack of materials or other causes beyond the employee's control, said employee shall, notwithstanding, be paid zone pay according to the zone to which he reports.

Section 4.40

Vehicles used for transporting men must be covered, have adequate seats, and shall observe established speed limits.

Section 4.41

Employees instructed to report to a job will not be requested or required to transfer to any other job during the course of the workday unless the Employer furnished the transportation and returns the men to the original job site by the normal quitting time.

Section 4.42

Carrying company tools or materials to or from the job is considered working. No employee shall carry company tools or materials outside of working hours except that designated employees may use company vehicles for their own transportation provided such use is not in connection with any work in progress.

Section 4.43

The employee will be responsible for furnishing his own mode of transportation to and from work. Employees shall report to the job site, at the points designated by the Employer, anywhere five (5) floors above or below ground level. Additional reporting sites, not included above, may be added with approval of the Business Manager.

On Remodel Projects, Employees shall report to the job site, at the points designated by the Employer, provided there are active elevators or personnel hoists available for the employees to reach their designated reporting points.

(A) In the interest of promoting mutual cooperation between the union and the employer, where parking is available within 1/4 mile from designated reporting point employees shall walk out on their own time. From 1/4 mile to 1/2 mile the employees shall be given 10 minutes of walk out on the employer's time.

(B) Travel beyond 1/2 mile from the designated reporting point, the employer shall provide transportation to and from jobsite. Transportation shall leave the remote parking area no earlier than fifteen (15) minutes before starting time. Such transportation shall leave the jobsite early enough to arrive at the remote parking area by quitting time.

Section 4.44

Workmen employed under the terms of this Agreement shall perform all electrical-electronic construction, installation or erection work and all electrical-electronic maintenance thereon, including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heating and power equipment.

This agreement covers the installation, construction and maintenance of any electrical system that is covered by the National Electrical Code. The contractor and the workers employed under the terms of this agreement shall perform the following work: Blueprint reading, layout, the handling, moving and installation and/or removal of all electrical or electronic material, equipment or apparatus including rigging, forklift operations, movement and transport of all electrical equipment and material by any means; install all raceways, temporary or permanent whether inside, outdoors, underground, concealed, surface or overhead, and poles specifically used to support electrical fixtures or equipment. Raceways are to include any enclosed metallic or nonmetallic materials and their encasement, designed expressly for holding electrical wires, cables or bus bars and the support thereof. The installation of bonding and grounding systems, lightning protection, cathodic protection, current carrying conductors, fiberoptic conductors, cables, pull ropes or wires and the operation of equipment to install such; energized or de-energized systems; all electrical or electronic construction and erection work; installation and connecting of motors, controllers, generators, all lighting fixtures, supports and controllers. The work shall also include installing temporary lighting, landscape lighting, lighting systems and the adjusting, focusing or refocusing thereof. Installation of all electrical and electronic equipment, electronic systems, communication systems, photo-voltaic systems, solar and wind generating systems, fire alarm, voice-data-video systems, audio, security, CCTV, and surveillance with all related control wiring, terminations and devices, up to and including the final running test and any related instrumentation work. Such work as welding, heat stress for welds, burning, brazing, bending, drilling and shaping of all copper, channel iron, angle iron, I beams and brackets to be used in connection with the installation and erection of electrical wiring or equipment. The installation and maintenance of all temporary wiring and of all electrical lighting, heating, power equipment and generating systems. The cutting, threading, bending of all conduit whether metallic or non-metallic, by hand or machine and installation of such conduit. The work also covers the installation of street lighting, traffic signals and intelligent transportation systems and all associated work. Removal and

discarding of all packaging and waste materials related to the above scope of work, excluding demolition waste.

All work, including medium voltage (15KV), of joining, splicing, and insulating, and the placing of flame proof covering where wiped lead joints are necessary, shall be performed by cable splicers. Journeymen only shall be used in assisting cable splicers. Cable splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors or between any conductor and ground, unless assisted by another journeyman. In no case shall cable splicers be required to work on energized cables carrying in excess of four hundred and forty (440) volts.

Section 4.45

Employees under the terms of this Agreement shall handle and install all electrical equipment, appliances, apparatus and materials furnished under the scope of the Employer's contract on the job or project. Any jurisdictional disputes shall be handled in accordance to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry including Procedural Rules and Regulations.

Section 4.46

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeymen must work together, one standing by, wearing rubber gloves that have been tested per OSHA Standard 1910.137(b) (2) (viii).

In accordance with industry practice, the tagging, and/or locking out of any circuits or equipment shall be performed by the employee who is to work such circuits or equipment. The employee's supervisor shall also be responsible to know the locations where such equipment and circuits may be isolated.

Section 4.47

No workman shall use any automobiles in a manner detrimental to the best interests of other workmen nor shall any workman use his automobile to transport the Employer's tools or materials.

Section 4.48

Where pipe cutting and threading machines are used on the job, same shall be

operated by a journeyman or under his immediate supervision.

Section 4.49

An Employer signatory to a collective bargaining agreement or to a Letter of Assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice-President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 4.50

In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible within time constraints, such special terms, conditions, modifications, or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nations clause in the Agreement.

Section 4.51

It shall be the Employer's responsibility to see that bottled or adequately filtered iced or chilled potable drinking water is provided on all jobs. Cups are required when other than single serving bottled water is provided. Containers shall be clearly marked for the purpose, shall be washed daily, sealed and on the job within one hour after starting time. Carrying ice or water to a job in a company vehicle is not considered working.

Section 4.52

All vehicles operated by employees covered under the terms of this Agreement must have company identification signs not less than two hundred twenty-five (225) square inches each visible from the outside on both sides of the vehicles. Newly acquired vehicles will be so identified within fifteen (15) days. This identification does not apply to government furnished vehicles.

Section 4.53

Safety. There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules, and the other safety rules provided in this Article are minimum rules and are not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

- (a) It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.
- (b) It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.
- (c) Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 4.54

In the event employees are required to wear uniforms or other identical clothing while working, the Employer shall furnish same and pay for all laundering.

Section 4.55

Intentionally left blank.

Section 4.56

Additional shifts, such as 4-10's, not included above, may be added with approval of the Business Manager.

ARTICLE 5

Apprenticeship and Training

Section 5.01

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of eight (8) members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members four (4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02

All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC Committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05

The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's job description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06

To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one Employer to another. The Employer shall cooperate in providing apprentices with needed work experiences. The Local Union Referral Office shall be notified, in writing, of all job training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07

All apprentices shall enter the program through the JATC as provided for in the registered Apprenticeship Standards and Selection Procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in a related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08

The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09

Though the JATC cannot guarantee any number of apprentices; if a qualified Employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the Employer – agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introductions to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11

The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Section 5.12

Each job site shall be allowed a ratio of 2 apprentice(s) for every 3 Journeyman Wiremen(man).

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13

An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four (4) years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job

site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15

The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local Apprenticeship and Training Trust Agreement. The Current rate of contribution is seventy-six cents (\$.76) on all hours worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE 6

Health and Welfare & Pension Fund

Section 6.01

- (a) The Inside Agreement between the IBEW Local 357 and the Southern Nevada Chapter NECA prescribe that all contributions to Trusts and Depositories must be received (not postmarked) by the 15th of the month following the month in which the work is performed. Each payment must be accompanied by reports in a form prescribed by the Trusts. Any payment due which is not received in the office or depository of the Trust by the 15th of the month shall be considered delinquent.

Any Employer considered delinquent on the 30th calendar day in the month which the funds were due, may be issued a seventy-two (72) hour notice, by the Business Manager, that bargaining unit employees may be removed from all work and no further referrals will be made until all accounts are settled. This does not waive any other legal or contractual rights that the Union, NECA, or the Trust Fund Trustees may have with respect to delinquent reports and/or contributions.

This does not relieve any Employer from any responsibility outlined in any Agreement to which the firm is signatory.

- (b) It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by the Restated Employees Benefit Agreement and Trust.

Section 6.02

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

Section 6.03

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Section 6.04

Each signatory contractor shall contribute to the IBEW Local Union #357 Pension Trust Fund the sum of nine dollars and seventy-two cents (\$9.72) per hour on straight time, fourteen dollars and fifty-eight cents (\$14.58) per hour on time and one-half, and nineteen dollars and forty-four cents (\$19.44) per hour per person on all double time hours paid on employees covered by this Agreement. Local Pension contributions for apprentices indentured on or after June 1, 1985, will be at the same percentage rate of journeyman wireman's contribution as the apprentice wage percentage of journeyman wireman's wage rate.

Section 6.05

A Board of Trustees for the Pension Trust Fund is hereby established and shall consist of an equal number of members selected by the Union and the Employers. The Board of Trustees is hereby authorized to establish and implement such Trust Fund Pension Plan, Trust Agreement and reporting forms as they consider necessary to the finalization of the Pension Plan.

Section 6.06

All disbursements shall be in accordance with the Trust Agreement. The cost of implementing and the administration of the Pension Plan and Trust, including legal fees, bonding of trustees, postage, printing, etc., shall be borne by and from the Pension Trust Fund.

Section 6.07

This Pension Fund and Trust Document shall comply with and conform to all applicable laws.

Section 6.08

The Employers shall contribute seven dollars and forty-five cents (\$7.45) per hour on straight time, eleven dollars and eighteen cents (\$11.18) on time and one-half, fourteen dollars and ninety cents (\$14.90) on all double time hours paid, to be forwarded monthly to a depository designated by the Trustees of the Health and Welfare Fund. This section will expire on May 31, 2021.

The Health and Welfare contribution rate will be paid on all hours worked by such Employees, unless renegotiated.

As of 6/1/2018 Heath Reimbursement Accounts (HRA's) are a legally established fringe fund.

Section 6.09

The payment shall be mailed to reach the depository not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.10

Individual Employers who fail to remit shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the designated depository.

Section 6.11

The Union shall have the option of apportioning any part of its wage to any legally established fringe fund upon thirty (30) days written notice to the Southern Nevada Chapter NECA.

Section 6.12

Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local chapter approved by the trustees, with the following exclusions:

- (a) Twenty-five percent (25%) of all productive electrical payroll in excess of seventy five thousand man hours paid for electrical work in any one chapter area during any one (1) calendar year, but not exceeding one hundred fifty thousand man hours.
- (b) One hundred percent (100%) of all productive electrical payroll in excess of one hundred fifty thousand man hours paid for electrical work in any one chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages including overtime paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Subsection A

The Employer shall pay an amount equal to not to exceed two tenths of one percent (.2%) of his gross monthly payroll covering all work under the terms of this Agreement to the Contract Administration Fund (CAF).

Subsection B

These contributions will assist in offsetting the costs associated with administering the Apprenticeship and Journeyman Training Trust, Contract Administration Fund, Health and Welfare Trust, Labor-Management Cooperation Committee, Pension Trust, and Voluntary Dues Deduct Fund. These funds will also assist in offsetting the costs associated with negotiating the Inside Construction Agreement, grievance processing and resolution, resolution of referral system appeals and promoting of the interests of the union electrical construction industry.

Subsection C

These funds will not be used to the detriment of Local Union 357 or the International Brotherhood of Electrical Workers.

Subsection D

CAF contributions shall be submitted with all other fringe benefit contributions on the monthly fringe benefit transmittal report. Such monies shall be paid on or before the fifteenth (15th) day of the month succeeding the month in which the work was performed.

Subsection E

The Fund is to be administered solely by the Southern Nevada Chapter NECA. The enforcement of collections regarding delinquent payments shall be the sole responsibility of the Fund which may pursue all available avenues, exclusive of the grievance and arbitration procedure in this Agreement. The Fund agrees to indemnify and hold harmless the Union against any and all forms of liability that may arise out of any actions which have been requested by the Fund in complying with the provisions of this Article. The Administrator shall have the authority to recover the amounts owing plus attorney fees, court costs and interest at the prime rate plus two percent (2%).

ARTICLE 7

Section 7.01

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 7.02

The Employer shall deduct Union dues in the amount certified by the Local Union from weekly wages of those employees who have executed a Dues Deduction Authorization form for such deductions for the term of this Agreement. The Employer shall remit all sums deducted to the Financial Secretary of the IBEW Local 357 to be received no later than the fifteenth (15th) of the month following in which the deductions are withheld. If an employee, or employees who have executed a Dues Deduction Authorization form, should at any time claim or contend that the Employer acted illegally in deducting Union dues, the Union shall indemnify, defend, and hold the Employer harmless against all claims, damages, contentions, causes of action and/or lawsuits brought by such employee, or employees, including all costs, professional fees, and reasonable attorney fees, which the Employer may incur.

ARTICLE 8

Section 8.01

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

DEFINITIONS

Regular Foreman: A regular foreman is an employee employed by a Contractor as a foreman on a full time basis.

Shift Differential: Shift differential is a percentage increase for working second (2nd) or third (3rd) shifts.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws:

SOUTHERN NEVADA CHAPTER NECA



Donald V. Campbell
Executive Director

5/31/18

Date

IBEW LOCAL UNION NO. 357



Al D. Davis
Business Manager/Financial Secretary

5/31/18

Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

June 29, 2018

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

SOUND AND COMMUNICATIONS
AGREEMENT
BETWEEN
IBEW LOCAL UNION #357
AND
SOUTHERN NEVADA CHAPTER
NECA

JUNE 1, 2018

TO

MAY 31, 2021

Local Union #357, IBEW and Southern Nevada Chapter NECA Agreement by and between the signatory NECA Chapter and signatory IBEW Local Union.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term “Chapter” shall mean the signatory NECA Chapter and the term “Union” shall mean the signatory IBEW Local Union.

The term “Employer” shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. All statements and words in this agreement, referring to gender in any way, include all genders. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows.

ARTICLE 1

Effective Date — Changes — Grievances — Disputes

Section 1.01

This Agreement shall take effect June 1, 2018, and shall remain in effect until May 31, 2021, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 each year, unless changed or terminated in the way later provided herein.

Section 1.02

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular

meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

- (e) When a case has been submitted to the Council, it shall be the responsibility of the local negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04

There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 1.05

There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the Management representatives.

Section 1.06

All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight hours, they shall refer the same to the Local Labor-Management Committee.

Section 1.07

All matters coming before the Local Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

Section 1.08

Should the Local Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE 2**Employer Rights — Union Rights****Section 2.01**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job-to-job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.02

The Employer recognizes the Union as the sole collective bargaining agency between itself and employees covered under the scope of this Agreement.

Section 2.03

Members of the IBEW, except those meeting the requirements of an "Employer" as defined herein, shall not contract for any electrical work. A person or persons taking out licenses as contractors shall not be allowed to work back and forth as contractor or technician as the occasion arises.

Section 2.04

- (a) The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

- (b) The Local Union Business Manager will notify the NECA Chapter of any concession that will be made on a particular job. It will be the responsibility of the Individual Employer to contact the NECA Chapter to determine if any special conditions will apply to a particular job.

Section 2.05

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications, a suitable financial status to meet payroll requirements, and where required, must be in possession of a valid Nevada State License as an electrical contractor, and employ at least one (1) senior technician regularly.

Section 2.06

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this state, and shall furnish satisfactory proof of such to the Union; he shall also make contributions to the Nevada Unemployment Compensation Commission.

Section 2.07

The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.08

It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

Section 2.09

Any employee exercising such right shall carefully put away all tools, materials, equipment or any property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

Section 2.10

The Employer shall not work with the tools (except in emergency cases to protect life and property), or be personally employed except in a supervisory or managing capacity, except that Employers continuously employing ten (10) or fewer workmen may do small jobs necessary

for the efficient operation of the business, or working up to four (4) hours each day on service, repair calls, and checking and inspecting.

Section 2.11

The Employer shall not loan or cause to be loaned the workmen in his employ to any other Employer without first securing permission of the Union and then only when applicants possessing the required skills are not available under the referral procedure.

Section 2.12

The Union shall have the right to appoint a steward at any shop or job where workmen are employed under the terms of this Agreement. At any time on any one project the employer and the Union through written mutual consent may choose to have additional stewards appointed. If a second steward has not been previously agreed by mutual consent, the Union shall have the right to appoint an additional steward without written mutual consent after 125 workmen, as described above, are so employed. Such stewards shall be allowed sufficient time during the regular working hours, without loss of pay to see that the terms and conditions of this Agreement are enforced. Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this Agreement. An additional working steward shall be appointed for each one hundred and twenty-five (125) workmen thereafter.

- (a) Steward qualifications: The Union will appoint only individuals who meet minimal or greater qualifications and certifications as required to serve as a steward. Qualifications shall include a demonstrated understanding of the Sound and Communications Agreement, and effective communication and conflict resolution skills.
- (b) The steward will notify his immediate supervisor of the duties that would cause him to be away from his assigned work before he performs said duties provided the said supervisor is immediately available and on the job. No steward will interfere with the work of any other Employer.
- (c) A steward will not be laid off or fired until the matter has first been discussed with the Union. If no agreement is reached within twenty-four (24) hours, the matter will then be referred to the Business Manager and the Chapter Manager, and in the event they cannot agree within an additional twenty-four (24) hours, either party may then request a hearing before the Labor Management Committee. It is understood that the steward will be comparable to other workmen on the job and will not have preference over regular foremen in the reduction in force.

The steward's appointment will become effective upon notification in writing to the individual Employer and the Chapter Office.

No steward will be authorized to cause a stoppage of work on any job and in the event he is unable to adjust any matter, the Business Manager of the Local Union will be notified

immediately.

Section 2.13

The representative of the Union shall be allowed access to any shop or job where workmen are employed under the terms of this Agreement provided there will be no interference with any work being performed. When practical the Business Manager or representative will notify the Employers' supervision on the site prior to meeting with the employees. The Employer shall be notified in advance of any jurisdictional meeting at the job site.

Section 2.14

No complaint dispute or grievance shall be considered unless written notice is delivered by the aggrieved party to the Union and Chapter within fifteen (15) regular working days from the date on which the alleged complaint, dispute or grievance first occurred except in cases involving fringe benefit payments. The parties may mutually agree to extend the filing period to provide an opportunity for an amicable resolution of the dispute.

Section 2.15

No Employer, or members of the Union or their agents shall give or accept, directly or indirectly, any rebate of wages. Any Employer found violating this provision shall be subject to having his agreement terminated upon written notice thereof being given by the Union.

Section 2.16

The policy of this Local Union and its members is to promote the use of material~ and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions, by their fellow members of the International Brotherhood of Electrical Workers.

A signatory Employer shall not perform work as a Senior Technician except one (1) designated member of Employer shall be permitted to work with the tools at any time on work covered by this Agreement, when not more than one (1) Senior Technician is in his employ. Such working member of a firm (Employer) shall work under all the terms and conditions of this Agreement. When working under the terms of this Agreement, the company shall have one (1) Senior Technician, who is not a member of the company, employed under the terms of this Agreement, at all times. Nothing contained in this section shall be construed to prevent any Employer from performing work during emergencies for the protection of life or property.

Section 2.17

The Local Union is a part of the International Brotherhood of Electrical Workers, and any violations or annulment by an individual Employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of Section 2.18 of this Article, will be sufficient cause for the cancellation of his agreement by the Local Union, after a finding has

been made by the International President of the Union that such a violation or annulment has occurred.

Section 2.18

The subletting, assigning or transfer by an individual Employer of any work in connection with the electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any sound and communication or electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building structure or other work, will be deemed a material breach of this Agreement.

Section 2.19

All charges of violations of Section 2.18 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.20

The dangers and costs that alcohol and other chemical abuses can create in the contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 2.21(a) - Labor Management Cooperation Committee

The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of Labor and Management;
- 2) to provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Fund shall function in accordance with, and as provided in its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of a Trust.

Each Employer shall contribute thirty-cents (\$.30) per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southern Nevada Chapter NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Section 2.21(b) - National Labor Management Cooperation Committee

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, new methods of improved productions;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Fund shall function in accordance with, and as provided in its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Each Employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and

manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southern Nevada Chapter NECA, or its designee, shall be the collection agent for this Fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting payment together with attorneys' fees.

Section 2.22

- (a) All signatory contractors shall complete State and Federal Davis-Bacon Prevailing Wage Survey forms and file them with both the governing body and the LMCC office by the due date. Those contractors not complying with these requirements will be in violation of this agreement and will be subject to a two thousand five hundred dollar (\$2,500.00) fine payable to the LMCC.
- (b) In the event an employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this agreement, the predetermined prevailing rates shall apply to that project for the duration of that project but not to exceed two (2) years. Fringe benefits increases will apply with any allocation directed by the membership. Any agreement that requires maintenance of all fringe benefits shall be recognized. For example: PLA's, CWA's etc. The union shall have access to view a conformed copy of the bid as provided to the Southern Nevada Sub-contractors Bid Depository. This subsection will expire on May 31, 2021.

Section 2.23

It is agreed that the transfer of employees to different shifts shall be by mutual consent of the Employer and employee. Employees not wishing to transfer to a different shift or job, due to a mutually agreed hardship, shall receive a reduction in force.

Section 2.24

Employees and applicants for employment shall comply with the Substance Abuse Policy established by the parties to this Agreement. Any disputes regarding an interpretation of this Substance Abuse Policy shall be handled in accordance with Article 1 of this Agreement. Where such testing is effected, the Employer shall pay for the required test and shall compensate each employee for one (1) hour's wage. If the employee's test result is not negative the employee will

not be paid the one (1) hour for taking the drug test, the Employer agrees to pay only the hours spent in orientation and actual time worked.

This Section shall remain in full force and effect until such time as the new Drug Free Workforce Policy is negotiated between the two parties. Employer to contribute \$.06 per hour worked to the Drug Free Fund to be designated and utilized for the implementation and funding of the Drug Free Workforce Program. A subcommittee will be established to implement the program as soon as possible. Employer to contribute \$.08 per hour worked to the Drug Free Fund beginning on 6/1/2020.

Section 2.25

Following a demand by the Local Union for recognition as the NLRA Section 9(a) majority collective bargaining representative, the Employer recognizes the Local Union as the Section 9(a) majority collective bargaining representative for all employees performing bargaining unit work, based on a showing by the Local Union or an offer by the Local Union to show evidence that a majority of the employees authorize the Local Union to represent them in collective bargaining.

ARTICLE 3 Referral Procedure

Section 3.01

In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.02

The Union shall be the sole and exclusive source of referral of applicants for employment

(a) Any employee covered by this agreement having no work hours reported during two consecutive fringe benefit transmittal periods shall be terminated by the Employer except for the following:

1) Employees who have received written mutual consent of the Business Manager and Chapter Manager for a longer leave. It is agreed that mutual consent will not be withheld for extended vacations, medical leave, hunting trips, etc., but the employee shall share enough information to verify his/her intentions.

2) Employee on FMLA

3) Employees collecting Workman's compensation lost time insurance benefits

Section 3.03

The Employer shall have the right to reject any applicant for employment.

Section 3.04

The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 3.05

The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority **GROUP** for which he qualifies.

Group I

All applicants for employment who have three (3) or more years experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the Local Union.

Group I status shall be limited to one local union at a time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall, by electronic means, notify the business manager of the applicant's former Group I status local union.

Group II

All applicants for employment who have three (3) or more years experience in the trade and who have passed a Sound and Communication Journeyman Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee.

Group III

All applicant who has a minimum of two (2) years experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement, but does not meet the requirements of Group I or Group II.

Group IV

All applicants for employment who have worked at the trade for more than one year.

Section 3.06

If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees."

Section 3.07

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 3.08

Normal Construction Labor Market is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured: Clark and Lincoln Counties and that portion of Nye County south of the Mt. Diablo Base Line, State of Nevada.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to the appropriate prevailing wage areas under the Davis-Bacon Act to which this agreement applies.

Section 3.09

Resident means a person who has maintained his permanent home in the above geographical area for a period of not less than one (1) year or having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 3.10

Examinations: An "examination" shall include experience rating tests if such

examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure shall include only written and/or practical examinations given by a duly constituted Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three years' experience in the trade.

Section 3.11

The Union shall maintain an "out-of-work list" which shall list the applicants within each group in chronological order of the dates they register their availability for employment.

Section 3.12

An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration be restored to his appropriate place with this group.

Section 3.13 (a)

Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Section 3.13 (b)

An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within ten calendar days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion:

- (1) require the applicant to obtain further training from the JATC before again being eligible for referral;
- (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct;
- (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or
- (4) restore the applicant to his/her appropriate place on the referral list.

Section 3.14

The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his

request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities. Requests for bona fide skills not covered in this section will be granted with permission of the Chapter Manager and Business Manager.

- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 3.15

An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.16

It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 3.01 through 3.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.17

A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the referral procedure records at any time during normal business hours.

Section 3.18

A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the office of the Employers who are parties to this Agreement.

Section 3.19

Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the agreement between the parties.

Section 3.20

Experience in the trade is defined as performing work covered by the scope of this Agreement.

ARTICLE 4

Regular Work Week

Section 4.01

Eight (8) hours work, Monday through Friday, between the hours of 6:00 a.m. and 4:30 p.m., with thirty (30) minutes for lunch established between the fourth (4th) and fifth (5th) hour of the work day shall constitute a day's work. All work performed outside of the stated hours will be paid at the overtime rate.

Eight (8) hours work, Monday through Friday, between the hours of 5:00 a.m. and 5:30 p.m., with thirty (30) minutes for lunch established between the fourth and fifth hour of the work day shall constitute a day's work. All work performed outside of the stated hours will be paid at the overtime rate. This paragraph will expire on May 31, 2021.

- (a) Starting time adjustments shall be for no less than five (5) continuous working days at the shop or the job specified. Regular starting time established outside of the normal 7:00 a.m. will be made by providing written notification of requested changes to the IBEW Business Manager and the NECA Chapter Manager. In order to promote peaceful harmony on any job or project, the lunch period starting time can be changed by mutual consent.
- (b) Where required by the job conditions, the Employer may request a job site conference with the authorized representative of the Local Union and Southern Nevada Chapter NECA to resolve the job site conditions. Should the authorized representative be unable to mutually agree or resolve the conditions, they shall be referred to the procedure outlined in Article 1.
- (c) There shall be a ten (10) minute break each regular work day in the first half of each work day. If an employee is required to work two (2) or more hours overtime after the regular work day (or shift) a ten (10) minute break will be taken at the end of the regular work day (or shift) or at the time established by the Employer. In no case shall an employee work four (4) consecutive hours without a ten (10) minute break. If an employee is required to work two hours prior to the regular work day this break shall be taken within the first four hours of the employee's starting time. All breaks shall be taken in the employees' immediate work area.

Section 4.02

Saturdays, Sundays, and holidays will not be considered as regular work days.

Section 4.03

When an employee is required to work more than two (2) hours overtime after the regular work day or shift, a supplemental meal period of thirty (30) minutes will be established and at the completion of each six (6) hour period thereafter. If an employee works more than two (2) hours before the start of a regular work day or shift, a fifteen (15) minute break will be established, this break is to be taken in the immediate work area. Employees released from work on or before a meal period will not be entitled to the meal provisions. Supplemental meal periods and the aforementioned fifteen (15) minute break are subject to variation so that continuous service may be maintained. On each occasion, the Employer may elect to purchase and furnish the meal to be eaten on the employees' own time or have the employee purchase the meal to be eaten on the Employer's time.

Section 4.04

No employee will be required to take time off from the regular work day or work week for overtime worked or to be worked, excepting to provide for eight (8) hour rest periods as provided for in Section 4.09 of this Article.

Section 4.05

When so elected by the Contractor multiple shifts of eight (8) hours at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 15% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 30% for all hours worked.

The employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates, and double the straight time rate shall be the maximum compensation of any hour worked. There shall be no requirements for a day shift when either the second or third shift is worked.

Section 4.06

Any four (4) hours overtime each day, either before and/or after the regular work day shall be paid at one and one-half times (1½x) the straight time hourly wage. All other overtime including Saturdays, Sundays, and holidays shall be paid at double (2x) the straight time rate of pay.

Section 4.07

Overtime work on conventions, expositions, and related shows shall be at time and one-half (1½x) the straight time hourly rate for the first two (2) hours after the regular work day and for eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. on Saturdays. All other overtime work for conventions, expositions, and related shows shall be at double (2x) the straight time rate of pay.

Section 4.08

When an employee works overtime four (4) hours or less immediately preceding his regular starting time, on regular work days or shifts, he shall be paid at the time and one half rate of pay only until his regular starting time. When an employee works in excess of four (4) hours, immediately preceding his regular starting time, or regular work days or shifts, he shall continue to be paid at the double time rate of pay beyond his regular starting time for a minimum of eight (8) hours work at which time he may be released from work for that day or shift or will continue to be paid at the appropriate overtime rate until released.

As an example, an employee starting work at 2:00 a.m. whose regular starting time is 8:00 a.m. will be paid at the double time rate of pay until 10:00 a.m. at which time he may be released.

Section 4.09

When an employee works overtime after any day or shift, he will continue to be paid at the appropriate overtime rate of pay until he is granted an eight (8) hour rest period. The rest period may extend into the regular work day thereby postponing the time for an employee to return to work to complete the regular work day. Travel time is included as part of the rest period. The eight (8) hours rest period provisions does not apply to emergency call outs.

Section 4.10

In a sincere effort to further the best interests of the electrical industry, to stabilize the employment opportunities within the trade jurisdiction and to provide equal economic opportunities for all, Employer and employee alike, it is mutually agreed that no sound and

communication work will be performed outside of the regular work week on family dwellings except by prior notification to the Local Union of the specific hours to be worked and the names of the employees involved.

Section 4.11

The following day, or days celebrated as such, shall be recognized holidays:

New Year's Day
 Martin Luther King's Holiday*
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Nevada Day*
 Veteran's Day
 Thanksgiving Day
 Friday after Thanksgiving Day
 Christmas Day

- * **Denotes that upon each of the member local unions belonging to the Southern Nevada Building Trades Council having initiated observance of this proposed holiday, the holiday will be recognized as part of the holidays observed by the parties to this Agreement.**

If any of the above holidays should fall on Saturday, the preceding work day will be observed as the legal holiday. If any of the above holidays should fall on Sunday the following work day will be considered the legal holiday. All work performed on the above holidays shall be paid at double time (2x) the straight time rate of pay.

An employee shall be allowed to observe Martin Luther King Day, and/or Nevada Day as a day off without pay or penalty provided notice is given by the employee not less than forty-eight (48) hours prior to the day of observance and the Employer mutually agrees.

Section 4.12

No work shall be performed on Labor Day, except in case of emergency, or with the permission of the Business Manager of the Union.

Section 4.13 - Wages

The minimum wage schedule shall be:

General Foreman: Not less than twenty-two percent (22%) an hour differential above the Senior Technician's rate of pay.

Foreman: Not less than eleven percent (11%) differential above the Senior Technician's rate of pay.

Increases per hour for Senior Technician

Effective	Increase	Wages
06/01/2018	\$1.65	\$45.13
06/01/2019	\$1.90	\$47.03
06/01/2020	\$2.05	\$49.08

Installer Technician

The Installer Technician hourly rate of pay shall be maintained at 70% of the Senior Technician rate of pay.

APPRENTICE WAGES

Apprentices indentured before June 1, 2018:

The wage percentage shall be as follows:

Job Hours:	Percentage of Installer Technician
0-1000	65%
1001-2000	75%
2001-3500	85%
3501-5000	95%

Apprentices indentured on or after June 1, 2018:

The wage percentage shall be as follows:

1st	Period 50%	of Installer rate
2nd	Period 55%	of Installer rate
3rd	Period 60%	of Installer rate
4th	Period 70%	of Installer rate
5th	Period 75%	of Installer rate
6th	Period 80%	of Installer rate
7th	Period 85%	of Installer rate
8th	Period 90%	of Installer rate

Apprentices shall be classified and accredited with time having been served according to

the decision of and approved by the Joint Apprenticeship Committee.

Apprentices indentured on or after June 1, 2018 will receive Pension Plan A contributions starting in the 5th period.

Section 4.14 — Hazard Work Payment

- (a) All employees working on temporary staging, ladders, apparatus, devices and other structures that are not protected by a guardrail system that meets OSHA standards as specified in Subpart M of CFR 1926 and are within five (5) feet of a direct fall of sixty (60) feet or more shall be paid an additional one-half (½) the straight time hourly rate of pay for all such work performed. The use of body harnesses, and/or nets, shall not circumvent the payment of hazard pay as referenced in this Article nor will their use require the payment of hazard pay.
- (b) Employees required by the Employer to wear both full protective clothing (coveralls, bootees, gloves, caps, etc.) and a full face respirator shall receive ten percent (10%) above their rate of pay. Thirty (30) minutes or more of wearing both the clothing and the respirator, mentioned above, will entitle the workman to a minimum of two (2) hours premium pay for that day. When the workmen are required to wear both the clothing and the respirator over two (2) hours, they shall be paid premium pay for the actual time both the clothing and respirator are worn.

Section 4.15

- (a) Wages shall be paid weekly in cash or by payroll check not later than quitting time on Friday and not more than three (3) days wages may be withheld at the time. If a holiday falls on Friday, payday will be on the preceding work day.
- (b) Direct Deposit

Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the Employees choice, if offered by the Employer. Weekly check stubs showing all deductions shall be supplied to the Employee by the Employer. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the Employee and Employer with notification copied to the Union. If the monies are delayed and it is not the fault of the contractor, waiting time will not apply.

Section 4.16

In the event the employee is not paid before the end of his regular eight (8) hour shift on his regular payday, the employee shall remain on waiting time at the straight time rate of pay until such pay is received. Such waiting time shall not exceed eight (8) hours per day. On convention work, anyone being laid off after 5:00 p.m. shall receive his check by 10:00 a.m. the next morning at the Union Hall.

Section 4.17

Any Employer delivering a check for wages without sufficient funds to cover said check shall be considered as not having paid his employee and the waiting time described herein shall begin at the end of the shift that such employee received the insufficient check.

Section 4.18

Any workman laid off or discharged by the Employer shall be paid all his wages immediately; in the event that he is not paid off, waiting time at the regular rate shall be charged until payment is made. Such waiting time shall not exceed eight (8) hours per day.

Section 4.19

Any Employers delivering a check for wages or fringe benefits without sufficient funds to cover said check shall automatically be placed on a cash basis for all such payments.

Section 4.20

Any employee who resigns or quits his employment shall be paid the day on which he would have regularly been paid the wages or compensation; or seven (7) calendar days after he resigns or quits, whichever is earlier.

Section 4.21

Any workman being terminated for any reason will be given a "termination slip" clearly setting forth the reason for termination and eligibility for rehire. Termination slips will be furnished to the Employers by the Union. Employers shall send a copy to the Union within 10 calendar days.

Section 4.22

Workmen to be laid off will be given sufficient advance notice, up to a maximum of thirty (30) minutes, to gather his personal belongings and get checked out.

Section 4.23

Any employee reporting for work and being laid off, having not been notified of a lay-off the previous day shall receive not less than two (2) hours wages. If a laid-off employee performs any work on the job, the employee shall receive a minimum of four (4) hours wages for that day.

Section 4.24

Any employee called out on an emergency to perform work shall be paid from the time

they leave their home and shall end when they return home. The travel time allowance provided for above shall be interpreted to mean a reasonable amount of time allowed for traveling from the employee's home to the job site and back.

- (a) Inclement Weather. When workmen are directed to report to a job or project and do not start work due to weather conditions, they shall receive two (2) hours pay unless notified before the regular established work day. Workmen may be required to remain at the job site for the hours paid.
- (b) When workmen are directed to report to a job and do not start work because work and/or materials are not available, they shall receive two (2) hours pay plus any applicable zone pay.

Section 4.25

Workmen shall not be required to take time off during the regular working day for the Saturday worked, or to be worked. The Employer agrees to schedule a minimum of four (4) hours at the time and one-half (1 ½x) rate of journeyman so employed.

Section 4.26

Referral Pay: Applicants who are referred by the Union to the Employer and are rejected shall receive one (1) hour's pay plus any applicable zone pay. The above will not apply if the Employer has previously notified the Union in writing that the applicant is not eligible for rehire.

Section 4.27

A foreman is an employee in charge of a crew and directing others.

A job foreman, shop foreman, job general foreman, shop general foreman, must be qualified as a Senior Technician in the particular branch of the trade in which he is employed.

A foreman or general foreman may not direct or supervise men on more than one (1) shift. However, this shall not prevent any employee from being held over from one (1) shift to another for the purpose of relaying information necessary to the continuity of the job.

Section 4.28 Foreman

- (a) On any job requiring four (4) or more workman, one shall be designated as foreman by the Employer. A foreman is a workman who may supervise a crew of ten (10) journeymen or fifteen (15) workmen including himself/herself.
- (b) On any job requiring more than ten (10) journeymen, an additional foreman is required.
- (c) No foreman shall give orders to or take orders from another foreman.

- (d) All foreman and general foreman shall have the classifications and qualifications of a senior technician.
- (e) On jobs having a foreman, workmen are not to take orders, or accept the layout of any job from anyone except their foreman, except where an immediate decision is necessary.
- (f) No foreman of one (1) job shall at the same time supervise work on another job. No foreman of one (1) job shall be transferred to another job and displace a journeyman of that job on overtime.

Section 4.29

A general foreman is an employee in charge of a job and directing other foreman. A general foreman will be designated at such time as there are in excess of two (2) foremen under this Agreement on any job or project.

Section 4.30

- (a) In any shop employing up to fifteen (15) employees, one (1) of the senior technicians may be designated as shop foreman. He shall be in charge of laying-out work and may directly supervise up to fifteen (15) employees.

Except as provided above in this section, no foreman may direct another foreman.

- (b) The Employer shall have the right to call foreman by name provided:
 - (1) The employee has not quit his previous Employer within the past two (2) weeks.
 - (2) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a foreman. Upon such request, the Business Manager shall refer said foreman provided the name appears on the highest priority group.
 - (3) When an employee is called as foreman, he must have worked for the Employer within the last six (6) months in this jurisdiction, and also must remain as a foreman for at least 500 hours or must receive a reduction in force. Only one (1) foreman may be called per job, off Book 1 only.

Section 4.31

The Business Manager of the Union shall have the privilege of checking time books of Employers with respect to workmen employed under the terms of this Agreement when necessary.

Section 4.32

On all jobs requiring five (5) or more workmen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

If the age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided however, that all names in higher priority groups, if any, shall first be exhausted before such coverage reference can be made.

Section 4.33

(a) Workmen shall provide themselves with the following tools only:

1 Tone Generator *	1 Volt OHM Meter (not to exceed \$150.00)
1 Large Diagonal Wire Cutters	1 Probe*
1 Flush Cutter	1 Pair Needle Nose Pliers
Screw Drivers Flat & Phillips #1 & #2	1 4 Way Screw Driver
Pocket Size Screw Driver, Flat & Phillips	1 Sheetrock Saw (Hand Type)
1 Cat 6 Strippers	1 Level (Torpedo Type)
1 Pair Wire Strippers (Equal to Ideal 45/120)	1 Hammer
1 Pair Lineman Pliers	1 Flashlight or head lamp (employer to supply batteries)
1 Crescent Wrench (8 Inch)	1 Pair Channel Lock Pliers (not to exceed 430)
1 Hacksaw	1 Punch Down Tool with 110 and 66 blades only (employers to supply replacement blades)
1 Tape Measure	1 Tool Box 20x8x9, tool bag, or backpack
1 Scissors	
1 Utility Knife	
1 Tool Pouch	

*Only furnished by Senior Technicians

(Installer Technicians working under this Agreement shall not be required to furnish testing equipment.)

Section 4.34

The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

Section 4.35

The Employer shall furnish a lockable place for the employees to leave their tools during the time that the employees are off the job or project. Where substantial evidence of loss by fire, vandalism or burglary, outside of regular working hours, of tools from the place provided by the

Employer is established, the Employer will replace tools within seventy-two (72) hours. Employers will be held responsible for all tools and replacement of tools shall not exceed Section 4.33.

Section 4.36

Workmen shall install all electrical work in a safe and workmanlike manner in accordance with applicable code and contract specifications.

Section 4.37

A journeyman shall be required to make correction on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision; correction to be made only after a fair investigation by the Employer and the Business Manager of the Union.

Section 4.38

- (a) The area bound by a twenty-five (25) mile radius from the intersection of Main Street and Fremont Street in Las Vegas is hereby established as Free Zone.
- (b) The area bound by a fifty-five (55) mile radius from the intersection of Main and Fremont Street shall receive two dollars and fifty cents (\$2.50) per hour at the straight time rate for Zone Pay.
- (c) The area outside of fifty-five (55) miles radius from Main Street and Fremont Street shall receive three dollars and fifty cents (\$3.50) per hour at the straight time rate for Zone Pay.
- (d) The area bound by one (1) mile on either side of I-15 from Main Street and Fremont Street, south to the California State Line and north to the Arizona State Line, shall be an established Free Zone.
- (e) Radius to be determined by Google Maps or equivalent as agreed upon by both the Business Manager and Chapter Manager.

Section 4.39

If on a regularly scheduled work day an employee is not permitted to work due to weather conditions or lack of materials or other causes beyond the employee's control, said employee shall, notwithstanding, be paid zone pay according to the zone to which he reports.

Section 4.40

Vehicles used for transporting men must be covered, have adequate seats, and shall observe established speed limits.

Section 4.41

Employees instructed to report to a job will not be requested or required to transfer to any other job during the course of the work day unless the Employer furnishes the transportation and returns the men to the original job site by the normal quitting time.

Section 4.42

Carrying company tools or materials to or from the job is considered working. No employees shall carry company tools or materials outside of working hours except that designated employees may use company vehicles for their own transportation provided such use is not in connection with any work in progress.

Section 4.43

The employee will be responsible for furnishing his own mode of transportation to and from work. Employees shall report to the job site, at the points designated by the Employer, anywhere five (5) floors above or below ground level. Additional reporting sites, not included above, may be added with approval of the Business Manager.

On Remodel Projects, Employees shall report to the job site, at the points designated by the Employer, provided there are active elevators or personnel hoists available for the employees to reach their designated reporting points.

In the interest of promoting mutual cooperation between the union and the employer, where parking is available within 1/4 mile from designated reporting point employees shall walk out on their own time. From 1/4 mile to 1/2 mile the employees shall be given 10 minutes of walk out on the employer's time.

Travel beyond 1/2 mile from the designated reporting point, the employer shall provide transportation to and from jobsite. Transportation shall leave the remote parking area no earlier than fifteen (15) minutes before starting time. Such transportation shall leave the Jobsite early enough to arrive at the remote parking area by quitting time.

Section 4.44— Scope of Work

The work covered by this Agreement shall include the installation, maintenance, service and testing of all apparatus, fire alarm systems and interconnection cables, including fiber optics

and/or ethereal aid associated with systems utilizing the transmission including ultra high frequencies, video, and digital for the commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background music, intercom and telephone interconnect, inventory control systems, microwave transmission, Halon systems, C02, FM200, intergen, also all other suppression systems, multi-media, multiplex, PCM (Pulse Code Modulation), SCADA (Supervisory Control and Data Acquisition), nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems, and data systems that transmit or receive information and control and all other systems which are intrinsic to the above listed systems.

Installations of raceway systems are not covered under the terms of this Agreement (excluding Ladder Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 ft.) may be installed on open wiring systems. Removal and discarding of all packaging and waste materials related to the above scope of work, excluding demolition waste.

Senior Technician:

Pull cable, install and trim devices, terminate loops, circuits or other data gathering points. Terminate energized main control panels, racks or other head end equipment as well as test all circuits from the field to the main control panels and/or equipment. A senior technician will supervise and coordinate all work under this Agreement.

Installer Technician / Installer Technician Apprentice:

Pull cable, trim devices, terminate loops, circuits or other data gathering points. Terminate non-energized main control panels, racks, or other head end equipment, as well as test all circuits from the field device to the non-energized panels and / or equipment. The Installer Technicians and Installer Technician Apprentices shall not energize, or work on any energized circuits, loops or equipment, except under the direction of the on site Senior Technician.

Section 4.45

Employees under the terms of this Agreement shall handle and install all electrical equipment, appliances, apparatus and materials furnished under the scope of the Employer's contract on the job or project. Any jurisdictional disputes shall be handled in accordance to the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry including Procedural Rule and Regulations.

Section 4.46

In accordance with industry practice, the tagging and/or locking out of any circuits or equipment shall be performed by the employee who is to work such circuits or equipment. The employee's supervisor shall also be responsible to know the locations where such equipment and

circuits may be isolated.

Section 4.47

No workman shall use any automobiles in a manner detrimental to the best interests of other workmen nor shall any workman use his automobile to transport the Employer's tools or material.

Section 4.48

Where pipe cutting and threading machines are used on the job, same shall be operated by a journeyman or under his immediate supervision.

Section 4.49

An Employer signatory to a collective bargaining agreement or to a Letter of Assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction in to this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee portability, upon recommendation of either or both the appropriate IBEW International Vice-President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 4.50

In order to be competitive in the market and to meet the special needs of Employers on particular jobs, the Union may provide special consideration to Employers who request such treatment and who demonstrate, to the Union's satisfaction, a specific marketing need with regard to a particular job. Any special terms, conditions, modifications, or amendments so provided by the Union, shall be implemented with regard to the particular job for which they were requested. To the extent feasible within time constraints, such special terms, conditions, modifications, or amendments shall be made available to all signatory Employers with regard to the particular job in question, but shall not constitute an action subject to the favored nations clause in the Agreement.

Section 4.51

It shall be the Employer's responsibility to see that bottled or adequately filtered iced or chilled potable drinking water is provided on all jobs. Cups are required when other than single serving bottled water is provided. Containers shall be clearly marked for the purpose, shall be

washed daily, sealed and on the job within one hour after starting time. Carrying ice or water to a job in a company vehicle is not considered working.

Section 4.52

All vehicles operated by employees covered under the terms of this Agreement must have company identification signs not less than two-hundred twenty-five (225) square inches, each visible from the outside on both sides of the vehicles. Newly acquired vehicles will be so identified within fifteen (15) days. This identification does not apply to government furnished vehicles.

Section 4.53 — Safety

There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupation Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and are not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

- (a) It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.
- (b) It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.
- (c) Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to succeed himself.
- (d) The Employer shall furnish all safety equipment required on the job.

Section 4.54

In the event employees are required to wear uniforms or other identical clothing while working, the Employer shall furnish same and pay for all laundering.

Section 4.55

On any job or project the ratio shall be one (1) senior technician for every four (4) installer technicians.

Section 4.56

Additional shifts, such as 4-10's, not included above, may be added with approval of the Business Manager.

ARTICLE 5

Apprenticeship and Training

Section 5.01

The local Joint Apprenticeship and Training Committee (JATC) properly established between the Chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of three members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Telecommunications Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee shall include: interviewing, ranking, and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02

Where the JATC elects to establish a subcommittee, an equal number of members (three) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

Subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms

shall likewise be in writing.

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

The JATC or its subcommittee shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee, where a subcommittee is properly established.

Section 5.03

The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

Section 5.04

Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05

All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06

The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician Apprentices. All such job training assignments, or reassignments, shall be made in writing and the local Union Referral Office shall be notified in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 5.07

The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified

as an Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 5.08

Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of one apprentice to one Telecommunication Installer/Technician, or technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09

Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10

The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and be properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

Section 5.11

The apprentice is to be under the supervision of an Installer/Technician, a technician level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/technicians and technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

Section 5.12

The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices.
Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13

Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Installer/Technicians to work in the jurisdiction covered by this agreement.

Section 5.14

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local Apprenticeship and Training Trust Agreement. The Current rate of contribution is seventy-six cents (\$.76) on all hours worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE 6 – Fringe Benefits

Section 6.01

- (a) The Sound & Communication Agreement between the IBEW Local 357 and the Southern Nevada Chapter NECA prescribe that all contributions to Trusts and Depositories must be received (not postmarked) by the 15th of the month following the month in which the work is performed. Each payment must be accompanied by reports in a form prescribed by the Trusts. Any payment due which is not received in the office or depository of the Trust by the 15th of the month shall be considered delinquent.

Any employer considered delinquent on the 30th calendar day in the month which the funds were due, may be issued a seventy-two (72) hour notice, by the Business Manager, that bargaining unit employees may be removed from all work and no further referrals will be made until all accounts are settled. This does not waive any other legal or contractual rights that the Union, NECA, or the Trust Fund Trustees may have with respect to delinquent reports and/or contributions.

This does not relieve any employer from any responsibility outlined in any Agreement to which the firm is signatory.

- (b) It is agreed that in accord with the National Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical

Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent, an amount equal to three percent (3%) of his gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by the Restated Employees Benefit Agreement and Trust.

Section 6.02

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agency.

Section 6.03

The failure of an individual Employer to comply with the applicable provision of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

Section 6.04

Each signatory contractor shall contribute for each senior technician, to the IBEW Local Union #357 Pension Trust Fund, the sum of nine dollars and seventy-two cents (\$9.72) per hour on straight time, fourteen dollars and fifty-eight cents (\$14.58) per hour on time and one-half, and nineteen dollars and forty four cents (\$19.44) per hour per person on all double time hours paid on employees covered by this Agreement. Each signatory contractor shall contribute for each Installer Technician and third and fourth period installer apprentices to the IBEW Local Union Pension Trust Fund, the sum of five dollars and twenty-six cents (\$5.26) per hour on straight time, seven dollars and eighty-nine cents (\$7.89) per hour on time and one-half, and ten dollars and fifty-two cents (\$10.52) on all double time hours paid on employees covered by this Agreement. Under the terms of this agreement the first and second period apprentice during their probationary period will receive no local pension contributions.

Installer apprentices indentured on or after June 1, 2018 shall receive Pension Plan A contributions starting in the 5th period. Each Signatory contractor shall contribute for 5th period through 8th period installer apprentices to the IBEW Local Union Pension Trust Fund, the sum

of five dollars and twenty-six cents (\$5.26) per hour on straight time, seven dollars and eighty-nine cents (\$7.89) per hour on time and one-half, and ten dollars and fifty-two cents (\$10.52) on all double time hours paid on employees covered under this agreement.

Section 6.05

A Board of Trustees for the Pension Trust Fund is hereby established and shall consist of an equal number of members selected by the Union and the Employers. The Board of Trustees is hereby authorized to establish and implement such Trust Fund, Pension Plan, Trust Agreement and reporting forms as they consider necessary to the finalization of the Pension Plan.

Section 6.06

All disbursements shall be in accordance with the Trust Agreement. The cost of implementing the administration of the Pension Plan and Trust, including legal fees, bonding of trustees, postage, printing, etc., shall be borne by and from the Pension Trust Fund.

Section 6.07

This Pension Fund and Trust Document shall comply and conform to all applicable laws.

Section 6.08

The Employers shall contribute seven dollars and forty-five cents (\$7.45) per hour on straight time, eleven dollars and eighteen cents (\$11.18) on time and one-half, fourteen dollars and ninety cents (\$14.90) on all double time hours paid, to be forwarded monthly to a depository designated by the Trustees of the Health and Welfare Fund. This section will expire on May 31, 2021.

The Health and Welfare contribution rate will be paid on all hours worked by such Employees, unless renegotiated.

As of 6/1/2018 Health Reimbursement Accounts (HRA's) are a legally established fringe fund.

Section 6.09

The payment shall be mailed to reach the depository not later than fifteen (15) calendar days following the end of each calendar month.

Section 6.10

Individual Employers who fail to remit shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the designated depository.

Section 6.11

The Union shall have the option of apportioning any part of its wage to any legally established fringe fund upon, thirty (30) days written notice to the Southern Nevada Chapter NECA.

Section 6.12

Each individual Employer shall contribute an amount of not to exceed one percent (1%) or less than .2 of 1% of the productive electrical payroll, as determined by each local chapter and approved by the trustees, with the following exclusions:

- (a) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man hours paid for electrical work in any one chapter area during any one (1) calendar year, but not exceeding 150,000 man hours.
- (b) One hundred percent (100%) of all productive electrical payrolls in excess of 150,000 man hours paid for electrical work in any one (1) chapter area during any one (1) calendar year.

(Productive electrical payroll is defined as the total wages, including overtime, paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Subsection A

The Employer shall pay an amount equal to and not to exceed two tenths of one percent (.2%) of his gross monthly payroll covering all work under the terms of this Agreement to the Contract Administration Fund (CAF).

Subsection B

These contributions will assist in offsetting the costs associated with administering the

Apprenticeship and Journeyman Training Trust, Contract Administration Fund, Health & Welfare Trust, Labor-Management Cooperation Committee, Pension Trust, and Voluntary Dues Deduct Fund. These funds will also assist in offsetting the costs associated with negotiating the Sound and Communications Agreement, grievance processing and resolution, resolution of referral system appeals and promoting of the interests of the Union Electrical Construction industry.

Subsection C

These funds will not be used to the detriment of Local Union 357 or the International Brotherhood of Electrical Workers.

Subsection D

CAF contributions shall be submitted with all other fringe benefit contributions on the monthly fringe benefit transmittal report. Such monies shall be paid on or before the fifteenth (15th) day of the month succeeding the month in which the work was performed.

Subsection E

The Fund is to be administered solely by the Southern Nevada Chapter NECA. The enforcement of collections regarding delinquent payment shall be the sole responsibility of the Fund which may pursue all available avenues, exclusive of the grievance and arbitration procedure in this Agreement. The fund agrees to indemnify and hold harmless the Union against any and all forms of liability that may arise out of any actions which have been requested by the Fund in complying with the provisions of this Article. The Administrator shall have the authority to recover the amounts owing plus attorney fees, court costs and interest at the prime rate plus two percent (2%).

ARTICLE 7

Section 7.01

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union upon receipt of a voluntary written authorization the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the employer.

Section 7.02

The Employer shall deduct Union dues in the amount certified by the Union from weekly wages of those employees who have executed a Dues Deduction Authorization Form for

such deductions for the term of this Agreement. The Employer shall remit all sums deducted to the Financial Secretary of the IBEW Local 357 to be received no later than the 15th of the month following in which the deductions are withheld. If an employee, or employees, who have executed a Dues Deduction Authorization Form, should at any time claim or contend that the Employer acted illegally in deducting Union dues, the Union shall indemnify, defend, and hold the Employer harmless against all claims, damages, contentions, causes of action and/or lawsuits brought by such employee, or employees, including all costs, professional fees, and reasonable attorney fees which the Employer may incur.

ARTICLE 8

Section 8.01

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

DEFINITIONS

Regular Foreman: A regular foreman is an employee employed by a contractor as a foreman on a full time basis.

Shift Differential: Shift differential is a percentage increase for working second and/or third shifts.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

FOR the UNION

FOR the CHAPTER



Al D. Davis
Business Manager/Financial Secretary
IBEW LOCAL UNION #357

Donald V. Campbell
Executive Director
Southern Nevada Chapter NECA

5/31/18

5/31/18

Date

Date

<p>APPROVED INTERNATIONAL OFFICE - I.B.E.W.</p> <p>June 29, 2018</p> <p>Lonnie R. Stephenson, Int'l President This approval does not make the International a party to this agreement</p>

LABOR AGREEMENT

Between

**LOCAL UNION 357,
I.B.E.W.**

and

THE SIGN COMPANIES

EFFECTIVE

OCTOBER 1, 2017

through

SEPTEMBER 30, 2020

ARTICLE 1

Recognition and Basic Principles

This Agreement made and entered into this October 1st, 2017, by and between the Sign Companies, hereinafter referred to as the “Employer(s)” and Local Union #357 of the International Brotherhood of Electrical Workers, hereinafter referred to as the “Union”, on behalf of those employees performing work in the classifications listed herein, hereinafter referred to as “employee(s)”.

The Employer recognizes the Union as the sole collective bargaining agent for all the employees employed in the classifications hereinafter listed working within the geographical jurisdiction of the Union. The geographical jurisdiction of the Union under the terms of the Labor Agreement covers the counties of Clark, Lincoln, and that portion of Nye County south of the Mt. Diablo Base Line, State of Nevada. Pursuant to negotiations and collective bargaining, the parties have now reached a complete agreement covering wages, hours, working conditions and other related negotiable subjects.

In consideration of these premises and the mutual promises contained herein, this Agreement shall be binding on the successors or assigns for the full term thereof.

ARTICLE 2

Duration of Agreement

Section A

This Agreement shall take effect October 1, 2017, and shall remain in effect through September 30, 2020. It shall continue in effect from year to year thereafter from October 1st through September 30th each year unless changed or terminated in the manner provided in Section B of this Article 2.

Section B

Either party desiring to change or terminate this Agreement must notify the other party in writing by registered or certified mail at least ninety (90) days prior to the renewal date of September 30, 2020. Whenever notice is given for changes, the nature of the changes or additions desired shall be specified in this notice. Negotiations on the proposed changes shall commence within fifteen (15) days after notice is given for changes. Any time thereafter either party may give thirty (30) day notice for cancellation of this Agreement and request the assistance of the Federal Mediation and Conciliation Service. If settlement is not reached within the said thirty (30) day period, the Agreement shall terminate on its anniversary date or at the expiration of the thirty (30) day cancellation period, whichever occurs later, unless the parties mutually agree to an extension of its terms pending further negotiations.

ARTICLE 3

Grievance and Arbitration Procedure

Section A

All disputes or grievances arising out of the interpretation or application of this Agreement shall be handled in the following manner:

1. Conferences shall first be had between the Employer or its designated representative and the Business Representative of the Union or his designated representative. If the dispute is not settled within ten (10) working days, either party may elect to proceed to arbitration within the ten (10) additional days.
2. Any dispute not submitted within twenty (20) working days of its occurrence, or from the date the employee should reasonably have known the cause to exist, will be considered closed.

Section B

Within three (3) days after written notification by either party to the other that arbitration is being invoked, the Employer and the Union shall each appoint one (1) member of the Board of Arbitration. These two (2) members shall within the next two (2) days, meet and attempt to mutually agree on a third member of the Board of Arbitration, who shall be the neutral member and Chairperson of the Board. Failing to agree on a neutral third arbitrator, a list of seven (7) names shall be requested from the Federal Mediation and Conciliation Service and each party shall alternately strike three (3) names with the remaining person to be declared the neutral arbitrator who shall act as Chairperson. The party seeking arbitration shall strike first.

Section C

All arbitration shall utilize the facilities of Federal Mediation and Conciliation Service, and the Neutral Chairperson shall prescribe the arbitration procedures to be followed.

Section D

The majority decision of the Arbitration Board shall be final and binding on the parties signatory to this Contract.

Section E

The Board of Arbitration shall not have the right to add to or subtract from nor modify any of the terms of this Agreement and all decisions must be within the scope and terms of this Collective Bargaining Agreement.

Section F

Each party shall bear the expense of preparing and presenting its own case. The expenses of the neutral arbitrator shall be shared equally.

Section G

Time limits in any particular instance above may be extended by mutual written agreement.

ARTICLE 4
No Strike Clause

During the term of this Agreement, there shall be no slowdown or stoppage of work, either by strike or lockout because of any dispute over matters pertaining to this Agreement. All such matters shall be settled in accordance with the Grievance Procedure.

ARTICLE 5
Union Rights - Employer Rights

Section A

The Union agrees that employees covered by this agreement shall not contract for any work which is performed by said employee's Employer without the prior written consent of said Employer.

Section B

An employer shall, for the purpose of this section, be defined as any person who owns the business individually, in whole or in part, or is financially interested in the business as a co-partner, or any person who owns directly or indirectly ten percent (10%) or more of the outstanding shares of stock of the corporation, or who has subscribed to ten (10) or more percent of the total capital. The company signatory to this Contract must employ one (1) journeyman at all times.

Section C

Certain qualifications, knowledge, experience and responsibility are required of everyone desiring to qualify as an Employer within the meaning of this Agreement in the sign industry. Therefore, no Employer shall be qualified to become or remain a party to this Agreement unless it maintains a legitimate place of business, with telephone aside from his residence, and is able to meet the financial requirements of this Agreement each and every week and has the necessary State, City, County Contractors License or Certification in good standing and deemed necessary by the governmental authority having jurisdiction.

Section D

Only employees covered under the terms of this Labor Agreement shall be allowed to work with their tools. The Employer shall not work with the tools (except in emergency cases to protect life and property), or be personally employed except in a supervisory or managing capacity, except that Employers continuously employing two or less journeymen may do small jobs necessary for the efficient operation of the business. Any Employer working shall observe the requirements of the Agreement.

Section E

The Employer agrees to comply with and cover all employees, one (1) or more, under the State of Nevada Industrial Act, the Nevada Unemployment Insurance Act and the Social Security Act. The Employer agrees to furnish satisfactory proof that these requirements are being maintained when reasonable need for such proof exists.

Section F

The Union will not furnish workmen to any person, firm or corporation not in contractual relations with the International Brotherhood of Electrical Workers, nor will it aid or assist any such person, firm or corporation.

Section G

The Employer shall have the authority to do whatever is necessary to conform to the requirements of the A.D.A. and F.M.L.A.

ARTICLE 6
Assistance to Other Unions

Section A

It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another Employer or the employee's own Employer.

Section B

Any employee exercising such right shall carefully put away all tools, materials, equipment or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer.

ARTICLE 7

Recognition-Referral Procedure

Section A

The Employers agree to recognize the Union as the sole collective bargaining agent for the employees employed in the Classifications listed in Article 25 herein. The Union agrees to establish and maintain hiring hall procedures for the purpose of furnishing qualified, competent workmen for the Classifications listed in Article 25 herein. Said hiring hall to be exclusively to provide said workmen for the Sign Industry.

Section B

The Employers agree to notify the Union when a vacancy exists in the bargaining unit so that the Union may nominate qualified applicants for the position to be filled. The Employer may select an applicant referred by the Union or one recruited from other sources but where all qualifications are relatively equal, he shall give preference in employment to applicants who have previously been employed by Employers engaged in the Industry in Southern Nevada. The Union shall be given forty-eight (48) hours to refer qualified applicants to the Employer. However, the Employer reserves the right to hire temporary employees when necessary during said forty-eight (48) hour period if the Union is unable to immediately upon request furnish such qualified employees. It is understood that said forty-eight (48) hour period shall commence at the time of the Employer's request to the Union and end forty-eight (48) hours thereafter.

In the event that an applicant other than one referred by the Union is hired, the Employer shall notify the Union in writing within 72 hours of the Name, Address, Classification, rate of pay and date of hire of the applicant selected.

This Agreement shall not be applied nor interpreted to cause the Employers or the Union to violate their respective policies on non-discrimination. The Employers and the Union shall cooperate to assure that no employee or applicant for employment is discriminated against by reason of race, religious creed, color, natural origin, sex, disability, or age. Any reference in this agreement to "he", "his" or "men" shall also be intended to mean "she", "hers" or "women" as the case may apply.

The desirability of maintaining stability of employment within the Sign Industry is recognized by the Union and, to that end, the Union agrees to support the efforts of the Employers in promoting measures to reduce turnover and encourage continuity of employment.

Section C

The Employer shall have the right to determine the competency and qualifications of its employees and the right to discipline or discharge such employees for any just and sufficient cause. The Union may institute a grievance under the terms of this Agreement if it feels any employee has been unjustly disciplined or discharged.

Section D

In applying the above provisions, the Employer shall not discriminate against any employee in regard to hire or tenure of employment by reason of Union membership. All workmen, Union or otherwise, shall be classified and receive the minimum wage scales as provided by the Agreement.

ARTICLE 8
Sub-Letting or Contracting Work with Employees

No Employer shall directly or indirectly sub-let or contract with persons who are normally employees, all or, any part of, the labor services required to be performed by the Employer under any contract with his customers. This provision excludes "sign patrol."

ARTICLE 9
Non-Discrimination

The Employer agrees that he shall not discriminate against any employee for making a complaint to a Union Representative or giving evidence with respect to an alleged violation of any provision of this Agreement.

ARTICLE 10
Union Access to Employer's Shop or Job

Section A

The Employer shall not prohibit representatives of the Local Union from visiting the shop or job at any reasonable time for the purpose of conducting union business that cannot otherwise be conducted conveniently and efficiently. Such visits by Local Union Representatives may be frequent or infrequent, but the business necessitating the visit will be conducted in an orderly and expeditious manner and with a minimum of interruption or interference with the work being performed. The Union agrees that its personnel will check in at the front office of the Employer before such visits and the Employer shall not be held liable for any accidental injuries that such representatives might incur on such visits.

Section B

Authorized representatives of the Union shall have the right during normal business hours, to request and receive pertinent information from the records of the Employer which may deal with the timekeeping, payroll and expense records applying to individual employees covered by this Agreement.

ARTICLE 11

Classification of Employees

No employees shall be reclassified from a higher classification to a lower classification except by written mutual agreement between the Employer, Union and the Employee.

The Employers further agree that if a bargaining unit employee is laid off through a reduction in force or transferred to a non-bargaining unit position and subsequently is rehired or reinstated by the same employer within 12 months in the same department, said employee shall be reinstated to his/her prior rate of pay within one year of rehire or reinstatement.

ARTICLE 12

Stewards

Section A

A shop steward shall be a working Journeyman appointed by the Union, who shall, in addition to his work as an employee, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow stewards a reasonable amount of time for the performance of such duties. The Union shall furnish the Employer with written list of names of those employees who have been designated as stewards.

Section B

An employee will not be considered a Union Representative until such time as the Employer has received notification of his designation, and, such employee will be considered a Union Representative until the Employer has received notification from the properly designated official of the Union to the contrary. All such notifications shall be in writing.

Section C

The Union agrees to limit the number of stewards to one (1) steward for each major department of the plant, which are: Electrical, Paint and Sheet Metal.

Section D

A steward will not be fired except for gross misconduct such as, but not limited to, intoxication or drinking on the job, use of illegal drugs on the job, fighting on the job, or theft until such proposed firing is first discussed with the Business Agent or Assistant Business Agent of the

Union, either by telephone or in person.

The Employers agree that if there is a layoff or reduction in force, in each department including a shop steward, the shop steward shall be laid off based on the seniority of all journeymen in the department.

ARTICLE 13

Hours, Wages and Working Conditions (Overtime)

Section A

Eight (8) hours shall constitute a day's work. Five Days, Monday through Friday, shall constitute a regular work week. Starting times may vary from 4:00 a.m. to 7:00 a.m.

Section B

Starting times outside the normal 4:00 a.m. to 7:00 a.m. may be changed, by mutual consent between the Union and the Employer. The Union will not refuse a reasonable request.

1. When the starting time is changed, the eight (8) hours provisions of Section A above shall apply and only the hours will be changed.
2. When the starting time is changed due to excessive workloads, the employees scheduled to report at such earlier starting times shall be paid for the first eight (8) hours of work at the straight-time rate and they shall be provided with overtime at the end of the shift in an amount equal to that by which the starting time has been advanced.

3. Schedules:

When so elected by the Employer, multiple shifts of at least five (5) days duration may be worked, when two (2) or three (3) shifts are worked.

The first shift (day shift) shall begin between the hours of 4:00 a.m. and 7:00 a.m. and shall work until 12:30 p.m. to 3:30 p.m.; workers on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall begin between the hours of 12:00 p.m. and 3:00 p.m., and shall work until 8:30 p.m. to 11:30 p.m. Workmen on the swing shift shall receive eight (8) hours pay at their hourly rate, plus \$.75 per hour above the contract minimum rate specified in Article 25, Wage Rates and Classifications.

The third shift (graveyard shift) shall begin between the hours of 8:00 p.m. and 11:00 p.m., and

shall work until 4:30 a.m. to 7:30 a.m. Workmen on the graveyard shift shall receive eight (8) hours pay at the regular hourly rate, plus \$1.00 per hour above the contract minimum rate specified in Article 25, Wage Rates and Classifications.

Section C

A total, or any part of three (3) hours immediately before or immediately following the scheduled eight (8) hour day of work shall be at one and one-half times ($1\frac{1}{2}x$) the regular rate. When an employee starts in excess of three (3) hours immediately preceding his regular starting time, he shall be paid at the double time rate for all work prior to said three (3) hours immediately preceding his regular starting time, at which time he may be released from work for that day or shift. Saturdays shall be paid at one and one-half time ($1\frac{1}{2}x$) the regular rate, for eight (8) hours worked. No employee shall be required to suspend work during regularly assigned hours to offset overtime. Travel time outside the regular workday shall be paid for at the rate of time and one-half times ($1\frac{1}{2}x$) the regular straight-time rate of the individual involved. Double time ($2x$) the regular straight-time hourly rate shall be paid for all hours in excess of eleven (11) hours per day.

Section D

All time worked, Saturdays after eight (8) hours and Sundays, not falling on a recognized holiday, shall be paid at the double ($2x$) the rate of pay. The following recognized holidays or days recognized as such: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day if worked shall be paid at the rate of triple ($3x$) the regular straight-time hourly rate, except as provided in Section E below. Whenever the holiday falls on Sunday, the following Monday shall be observed.

Section E

All employees called in or scheduled to work on Saturday on emergency repairs shall be paid one and one-half times ($1\frac{1}{2}x$) the regular rate.

Section F

Overtime shall be divided as equitably as possible within each department. Inequity shall be resolved by offering the affected employee the next available overtime opportunity within the employees department.

Section G

The Employer will notify the Steward if it knows in advance when men are to work overtime on Saturday, Sunday, and Holidays. Saturday and Sunday work shall be on a voluntary basis.

Section H

Wages shall be paid weekly or bi-weekly before quitting time with not more than one (1) weeks' pay held back. Time shall be computed from shop check-in to shop checkout time or its equivalent.

Section I

Whenever an Employer discharges an employee, said employee's wages and compensation earned and unpaid at the time of such resignation or quitting shall be paid within five (5) business days.

Section J

Any employee performing work in a higher wage classification other than his own shall receive the higher applicable rate for the actual hours worked in the higher classification. And likewise if any employee is required by mutual agreement of the Employer, Employee and Union to work in a lower classification they will receive the lower applicable rate.

Section K

The loading of signs on trucks shall always be performed under the supervision of a Journeyman or a Supervisor.

Section L

Two (2) ten (10) minute rest periods at the job site shall be allowed an employee, the first rest period within the first four (4) hours of work and the second rest period within the last four (4) hours of work. Abuse of this provision shall be the basis of immediate discharge of an employee.

ARTICLE 14
Reporting for Work

Section A

Employees shall report to the shop ready to work at the regular starting time unless notice is given to the contrary on the previous day.

Section B

Employees must receive eight (8) hours rest period before they are required to report for their next regular workday. Otherwise, they shall receive double time (2X) until such relief is furnished.

Section C

An employee who reports to work on his/her scheduled shift, for whom no work is provided, shall receive two (2) hour's pay at his/her regular rate of pay for the shift, unless he/she has been notified before leaving home not to report. Any employee who reports for work at his/her regular starting time, whom work is provided, shall receive pay for not less than four (4) hours. If more than four (4) hours are worked in any one (1) day, he/she shall receive pay at the applicable rate for the time worked. These provisions shall not be applicable if failure to provide work is due to inclement weather, power outages, fire or other similar conditions beyond the control of the Employer.

Section D

"In the event the employee leaves his/her job of his/her own volition, he/she shall be paid for actual hours worked."

Section E

Employees working under this Agreement shall not be permitted or required, as a condition of employment, to furnish the use of an automobile or other conveyance to transport men, tools, equipment or material. All facilities for such transportation shall be provided for by the Employer.

Employees may report directly to an off-site job/project if said project is within Las Vegas Valley, approved by the employer, parking is provided and/or paid for by the Employer.

Section F

If an employee is injured while working and is required to receive medical attention away from his Employer's premises and cannot, under doctor's orders, return to work, such employee will receive his full day's pay unless it is established that negligence on behalf of the employee resulted in the accident.

ARTICLE 15

Vacations

Section A

For new employees in the area with less than one (1) year service, the Employers shall commence accruing a vacation payment of two percent (2%) of each employee's total hours worked computed on gross pay in effect at the time the hours were worked.

For employees with more than one (1) but less than ten (10) years continuous service, the Employers shall accrue a vacation payment of four percent (4%) of each employee's total hours worked computed on gross pay in effect at the time the hours were worked.

For employees with ten (10) years or more continuous service, the Employers shall accrue a vacation payment of six percent (6%) of each employee's total hours worked computed on gross pay in effect at the time the hours were worked.

Section B

Employees with one (1) year service but less than two (2) years service shall be granted time off for vacation purposes in the amount of five (5) normal working days.

Employees with two (2) years service but less than ten (10) years shall be granted time off for vacation purposes in the amount of ten (10) normal working days.

Employees with ten (10) or more years service shall be guaranteed time off for vacation purposes in the amount of fifteen (15) normal working days.

Employees with twenty (20) or more years service shall be guaranteed time off for vacation purposes in the amount of twenty (20) normal working days.

Section C

Vacation periods will normally be scheduled at a time convenient to the employee; however, the final right of allotment of vacation periods rests with the Employer in order to insure the orderly operation of the Employer's business.

Section D

Any employee who is terminated shall receive at the time of termination liquidated vacation pay computed on the basis of two percent (2%), four percent (4%), or six percent (6%) of gross pay for all hours worked.

Section E

Any employee entitled to a vacation shall not work at the trade during such vacation period. Any unpaid vacation time, in excess of that provided herein, shall only be granted by mutual consent of the Employer and the employee.

Section F

For the purposes of this section, the percentages are accrued for all time worked continuous service in the Las Vegas area under a signatory contractor without a break in service.

A break in service is defined as a voluntary absence for six (6) months.

Section G

For the purposes of this section, the time off accrues with each respective employer.

Section H

Accrued vacation pay shall be given to an employee upon two (2) weeks written request. Account balance(s) shall be paid out by policy adopted by each Employer.

ARTICLE 16
Holidays

Employees who are not required to work on the following recognized holidays shall, nevertheless, receive one day's pay computed at the regular straight-time rate. Employees required to work on recognized holidays shall be paid at triple (3X) the regular straight time rate of pay in lieu of receiving holiday pay. To be eligible for the above holiday pay, an employee must have been available to work the last scheduled work shift prior to the holiday and the first scheduled work shift immediately following the holiday, unless permission to the contrary has been granted by the Employer. Any eligible employees shall receive one (1) paid holiday that falls during the period of time he is sick, injured or on vacation, providing sickness or injury does not exceed two (2) weeks prior to the holiday date. Proof of such sickness or injury may be required by the Employer.

New Year's Day
 President's Day
 Memorial Day
 Fourth of July
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Friday after Thanksgiving Day
 Christmas Day

ARTICLE 17
Safety

Section A - Safety

The Union, on behalf of the employees and the Employer agree to comply with all rules and regulations applicable by Federal, State or Municipal regulations regarding safety and health. Employees working under this Agreement shall not be required to work with faulty or unsafe equipment. The Union agrees that employees covered by this Agreement will make every attempt to assist the Employer in complying with the above regulations; i.e., immediately reporting to his designated supervisor any faulty equipment used on the job. All jobs requiring a swing chair, or a swing stage shall require two (2) men, one of which shall be a Journeyman.

The parties agree to implement a shop Safety Committee, comprised of equal numbers of employee representatives and management representatives. A steward will be a member of the Safety Committee.

Section B - High Time

On jobs where employees are required to work on stacks, towers, overhang structure, roof structures, chairs, stages, ladders, ladder trucks, or other supporting levels where the workman is subject to a direct fall, they shall be paid \$2.25 pay in addition to their regular rate for all work performed above sixty-five (65) feet and to one-hundred twenty-five (125) feet or when repelling below sixty-five (65) feet when required by job conditions.

Any high-time work will entitle the workman to a minimum of two (2) hours of high-time pay. High-time work in excess of two (2) hours will be paid at the high-time premium to the next one-half (½) hour.

Employees working in excess of one-hundred twenty-five (125) feet shall be paid \$3.25 high-time pay rate in addition to their regular rate, with a minimum of four (4) hours pay for such work with actual hours paid for those hours in excess of four (4) hours. High time rate in Section B shall be adjusted proportionately for non-journeyman.

Section C - Drug Testing

Pre-employment, post accident, random, reasonable cause, and return to work drug testing is hereby agreed to providing said policy meets guidelines in policy agreed to in contract negotiations of 1997. However said policies shall be amended to include the DOT and SAMSHA standards in effect as of 2003, and the Employer shall provide each employee with a copy of said policy within thirty (30) days from execution of this Agreement.

Parties agree to swab testing added to the additional testing methods, pending D.O.T. approval. Sign Companies must notify the employees and the Union thirty (30) days prior to implementation.

ARTICLE 18

Health and Welfare / Pension

Section A - Health and Welfare

The Employer will pay 75% of the cost of Health and Welfare, and the employee will pay 25%. The Employer will continue during this Agreement the group insurance program covering their employees and their dependents, beginning thirty (30) days from employment to thirty (30) days after termination. The parties agree if there are any proposed changes to the cost or coverage, the Employers shall provide written notice to the Union and either party, upon written notification to the other party, may request to meet and discuss changes to the existing health and welfare

benefits and/or proposed future additional benefits and costs. It is recognized that any increased costs brought about by additional benefits agreed by both parties and ratified by the Bargaining Unit would be negotiated, with the industry employee portion to be derived from the next annual package increase. The Employers agree that they may have additional benefit obligations as a result of the Affordable Care Act and agree to maintain the appropriate level of benefits under the Affordable Care Act.

Any Employer may elect to switch to the IBEW Health & Welfare Trust Fund Plan at any time during the term of the Agreement, with the Union's approval, which will be paid at the established contribution rates at the date of such election. Any Employer sponsored or selected Health & Welfare plan costs will be paid 75% by the Employer and 25% by the Employee regardless of the plan option selected.

Section B - Pension

Employers shall contribute for Journeyman employees the following amounts to the I.B.E.W. Local 357 Annuity Plan:

\$7.45 per hour worked

Non-journeymen who have been with a Signatory Employer working within the geographical jurisdiction of the Union over a year shall have his applicable percentage of the above amounts contributed. The geographical jurisdiction of the Union under the terms of the Labor Agreement covers the counties of Clark, Lincoln, and that portion of Nye County south of the Mt. Diablo Base Line, State of Nevada.

ARTICLE 19 General Working Conditions

Section A

On sign installation and work, the first workman on an erection truck shall be a Journeyman Sign Hanger-Welder, designated as job foreman. The Foreman shall be charged with authority and responsibility for proper completion of the work assigned, have a C.D.L., and a 6G Certification, and shall receive one dollar (\$1.00) per hour above the Journeyman rate. The second workman shall be a Journeyman Sign Hanger-Welder or Apprentice. The third workman may be a Journeyman Sign Hanger Welder or Journeyman Sign Hanger-Welder or Journeyman Sign Electrician.

Section B

A Foreman/Department Head is an Employee in charge of crew and directing others. When a Foreman has five (5) or more men on his crew reporting to him, he shall receive one dollar and twenty five cents (\$1.25) an hour above the Journeyman rate of pay.

Section C

When performing service work the first workman shall be a Journeyman Serviceman, or in emergency cases may be a Journeyman Sign Electrician or Journeyman Sign Hanger-Welder. On work requiring only one (1) man, such man may be a qualified Apprentice; such Apprentice to be at eighty percent (80%) of the Journeyman bracket or above, and assigned only jobs of eight (8) hours or less duration. The second man may be an Apprentice Sign Electrician, Apprentice Serviceman or Apprentice Sign Hanger-Welder.

Section D

On crews in excess of three (3) men, the same Journeyman/Apprentice ratio shall apply.

Section E

It is understood and agreed that the Employer may temporarily modify the above manning requirements in the event sufficient qualified Journeymen are not immediately available.

Section F

Each Employee shall be allowed sufficient time for pick-up time at the end of the workday.

Section G

The bombarding transformers and its aerials or leads shall be installed in safe and workmanlike manner. Such transformer shall be operated by a remote control switch, in such manner that the workmen operating the equipment must maintain physical contact to maintain the flow of current to the primary of the transformer.

A pilot light shall be installed in the primary circuit of this bombarding transformer as a further safety measure. Proper insulating material shall cover the floor in the vicinity of the pumping area.

ARTICLE 20
Company Identification All Trucks

Employers signatory to this Agreement shall have each truck equipped with identification signs, decals or stickers or not less than two hundred twenty-five (225) square inches in area visible.

ARTICLE 21

Savings Clause

Section A

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Section B

Either party hereto shall be entitled to require specific performance of the provisions of the Agreement. If at any time either party hereto shall elect not to assert its rights under any provision of this Agreement in the breach of said provision by the other party, its action or lack of action in that respect shall not be construed as a contractual waiver of its right under such provision of this Agreement.

ARTICLE 22

Management Rights

Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary agreements that may hereinafter be made between the parties hereto, all of the rights, powers and authority of management not so specifically qualified are retained by the Employer and will remain exclusively and without limitation within the rights of management.

ARTICLE 23

Favored Nations Clause

In the event that the Local Union enters into any written or implied contract or contracts or any renewals or modifications of contract or contracts with any other Employer or Employers in the Sign Industry more favorable than the terms set forth herein, the Employer or Employers herein shall be entitled to the full benefits of any and all such more favorable terms and conditions. The Union agrees immediately to furnish the Employers signatory hereto a copy of any contract signed in their jurisdiction in the Sign Industry. This Article shall not apply to first time contracts with newly organized employers so long as such agreements do not exceed three (3) years in duration or do not have a wage and benefit package less than 85% of the package contained in this agreement. This Article shall also not apply to agreements modified with the consent or direction of the U.S. Bankruptcy Court.

ARTICLE 24 Apprenticeship

Upon the execution of this Agreement and by written notice to the Union, the Employer shall be bound by either Section A, B or C below, to which it shall be bound as part of this Agreement. The Employer shall provide a written selection to the Union at the time that it executes this Agreement as to which Section it intends to be bound.

Section A

Subsection 1

The Employer agrees to form, at its expense, a Taft Hartley labor management trust fund, to provide training necessary for employees to successfully pass evaluations and increases in wage rates as set forth in Article 25.

Subsection 2

All trustees shall be employed by the Employer at its Las Vegas operation. The trustees representing labor on said trust fund shall be appointed by the Union, however, the Union may appoint one trustee that is not employed by the Employer and who is not employed in the Sign Industry.

Subsection 3

The Employer shall contribute to the trust fund, the amount of ten cents (\$.10) for each hour worked for all bargaining unit employees no later than the 15th day following the month in which the work is performed.

Section B

Subsection 1

Any Employer that does not make contributions under Section A or C in this article shall pay an additional \$.10 per hour above the rates set out in this Agreement to all of its employees.

Section C

Subsection 1

The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

Subsection 2

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Subsection 3

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local Apprenticeship and Training Trust Agreement. The Current rate of contribution Ten cents (\$0.10) per hours paid. This sum shall be due the Trust Fund by the 15th of the following month.

ARTICLE 25**Wage Rates and Classifications**

The following jobs classifications are hereby established and the corresponding hourly wage rates shall become effective on the dates indicated.

Upon notification to the Employer, the Union may distribute each annual increase into wages, benefits, or other economic items. Other classifications that are based upon a percentage of the journeymen rate will be recalculated accordingly if portions of the wage increase is diverted to other areas.

INSTALLATION DEPARTMENT

CLASSIFICATIONS	HOURLY WAGE RATES					
	EFFECTIVE 10/01/2017	EFFECTIVE 04/01/2018	EFFECTIVE 10/01/2018	EFFECTIVE 04/01/2019	EFFECTIVE 10/01/2019	EFFECTIVE 04/01/2020
Journeyman Sign Hanger	33.67	34.07	34.57	34.97	35.47	35.97

MAINTENANCE AND SERVICE

CLASSIFICATIONS	PERCENTAGE	HOURLY WAGE RATES					
		EFFECTIVE 10/01/2017	EFFECTIVE 04/01/2018	EFFECTIVE 10/01/2018	EFFECTIVE 04/01/2019	EFFECTIVE 10/01/2019	EFFECTIVE 04/01/2020
Journeyman Rate:							
Journeyman		33.67	34.07	34.57	34.97	35.47	35.97
Serviceman							
Serviceman-	90%	30.30	30.66	31.11	31.47	31.92	32.37
Serviceman-	80%	26.94	27.26	27.66	27.98	28.38	28.78
Serviceman-	75%	25.25	25.55	25.93	26.23	26.60	26.98

Serviceman-	70%	23.57	23.85	24.20	24.48	24.83	25.18
Serviceman-	65%	21.89	22.15	22.47	22.73	23.06	23.38
Serviceman-	60%	20.20	20.44	20.74	20.98	21.28	21.58
Serviceman-	55%	18.52	18.74	19.01	19.23	19.51	19.78
Serviceman-	50%	16.84	17.04	17.29	17.49	17.74	17.99
Senior Sign	85%	28.62	28.96	29.38	29.72	30.15	30.57
Repaintman-							
Sign Repaintman-	72%	24.24	24.53	24.89	25.18	25.54	25.90
Sign Repaintman-	64%	21.55	21.80	22.12	22.38	22.70	23.02
Sign Repaintman-	60%	20.20	20.44	20.74	20.98	21.28	21.58
Sign Repaintman-	56%	18.86	19.08	19.36	19.58	19.86	20.14
Sign Repaintman-	52%	17.51	17.72	17.98	18.18	18.44	18.70
Sign Repaintman-	48%	16.16	16.35	16.59	16.79	17.03	17.27
Senior Panel:							
Changer/Relamper-	60%	20.20	20.44	20.74	20.98	21.28	21.58
Panel	45%	15.15	15.33	15.56	15.74	15.96	16.19
Changer/Relamper-							
Panel	42%	14.14	14.31	14.52	14.69	14.90	15.11
Changer/Relamper-							
Panel	39%	13.13	13.29	13.48	13.64	13.83	14.03
Changer/Relamper-							
Panel	36%	12.12	12.27	12.45	12.59	12.77	12.95
Changer/Relamper-							

The first workman in the Electrical Service Department assigned to service work shall be a Journeyman Serviceman.

APPRENTICE TO ALL JOURNEYMAN CLASSIFICATIONS

CLASSIFICATIONS	PERCENTAGE	HOURLY WAGE RATES					
		EFFECTIVE 10/01/2017	EFFECTIVE 04/01/2018	EFFECTIVE 10/01/2018	EFFECTIVE 04/01/2019	EFFECTIVE 10/01/2019	EFFECTIVE 04/01/2020
Journeyman		33.67	34.07	34.57	34.97	35.47	35.97
1 st Six Months	50%	16.84	17.04	17.29	17.49	17.74	17.99
2 nd Six Months	55%	18.52	18.74	19.01	19.23	19.51	19.78
3 rd Six Months	60%	20.20	20.44	20.74	20.98	21.28	21.58
4 th Six Months	65%	21.89	22.15	22.47	22.73	23.06	23.38
5 th Six Months	70%	23.57	23.85	24.20	24.48	24.83	25.18
6 th Six Months	75%	25.25	25.55	25.93	26.23	26.60	26.98
7 th Six Months	80%	26.94	27.26	27.66	27.98	28.38	28.78
8 th Six Months	90%	30.30	30.66	31.11	31.47	31.92	32.37

FABRICATION DEPARTMENT

CLASSIFICATIONS	HOURLY WAGE RATES					
	EFFECTIVE 10/01/2017	EFFECTIVE 04/01/2018	EFFECTIVE 10/01/2018	EFFECTIVE 04/01/2019	EFFECTIVE 10/01/2019	EFFECTIVE 04/01/2020
Journeyman	33.67	34.07	34.57	34.97	35.47	35.97
Sheet Metal						
Man						
Journeyman	33.67	34.07	34.57	34.97	35.47	35.97
Sign						
Painter						

Journeyman Glass Blower	33.67	34.07	34.57	34.97	35.47	35.97
Journeyman Layout Man	33.67	34.07	34.57	34.97	35.47	35.97
Journeyman Plastic Man	33.67	34.07	34.57	34.97	35.47	35.97

PERCENTAGE OF JOURNEYMAN RATE

CLASSIFICATIONS	PERCENTAGE	HOURLY WAGE RATES					
		EFFECTIVE 10/01/2017	EFFECTIVE 04/01/2018	EFFECTIVE 10/01/2018	EFFECTIVE 04/01/2019	EFFECTIVE 10/01/2019	EFFECTIVE 04/01/2020
Senior Shopman	75%	25.25	25.55	25.93	26.23	26.60	26.98
Shopman	66%	22.22	22.49	22.82	23.08	23.41	23.74
Shopman	63%	21.21	21.46	21.78	22.03	22.35	22.66
Shopman	59%	19.87	20.10	20.40	20.63	20.93	21.22
Shopman	56%	18.86	19.08	19.36	19.58	19.86	20.14
Shopman	52%	17.51	17.72	17.98	18.18	18.44	18.70
Shopman	49%	16.50	16.69	16.94	17.14	17.38	17.63

It is understood that the above Shopman Classification is intended to apply only to Manufacturing and Fabrication Departments.

Helpers shall be under the supervision of Journeyman, for available designated jobs without mandatory advancement after twelve (12) months. Helper work will pertain to general clean-up, tagging signs, expediting material to job sites, including menial task involved in the production of channel letters and interior signs to create a more competitive product.

CLASSIFICATIONS	PERCENTAGE	HOURLY WAGE RATES					
		EFFECTIVE 10/01/2017	EFFECTIVE 04/01/2018	EFFECTIVE 10/01/2018	EFFECTIVE 04/01/2019	EFFECTIVE 10/01/2019	EFFECTIVE 04/01/2020
Journeyman		33.67	34.07	34.57	34.97	35.47	35.97
Helper	45%	15.15	15.33	15.56	15.74	15.96	16.19
Helper	42%	14.14	14.31	14.52	14.69	14.90	15.11
Helper	38%	12.79	12.95	13.14	13.29	13.48	13.67
Helper	35%	11.78	11.92	12.10	12.24	12.41	12.59

The first workman in each major department of the shop shall be a Journeyman in that branch of the trade. The combination ration of Shopmen, and Helpers shall not exceed five (5) to each Journeyman. The ration of Helpers to Shopmen shall not exceed one (1) Helper one (1) Shopman.

Each employee in the non-journeyman classifications will be reviewed each six (6) months and helpers will be reviewed each six (6) months by an evaluation committee comprised of an equal number of bargaining unit appointed representatives and management appointed representatives, selected by the respective bargaining units in each shop and management. All trustees will be employees of the Employer, however, the Union's business agent assigned to the sign industry will be allowed to attend and participate in the committee meetings as a voting member. The union will be given prior written notice as to the time and place of the committee meetings. Percentage increases will be determined by said committee. In the event the committee cannot agree, the Union will be notified and will then participate in the process. Unresolved issues may be resolved as outline in Article 3, Grievance Procedures.

All matter coming before the apprentice committee shall be decided by a majority vote. Four (4) members of the committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and its vote shall be counted as though all were present and voting.

The committee shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The committee will maintain one (1) set of minutes for committee meetings.

The committee shall meet on a bi-monthly basis and also upon the call of the Chairman

All employees hired or rehired under the terms of this Agreement shall be given full credit for all past experience at the classification they previously worked under, while working under the terms and conditions of the Agreement, in the Las Vegas jurisdiction. New employees to the Las Vegas area shall be subjected to a thirty (30) day probationary period.

ARTICLE 26

General Provisions

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make certain demands and proposals with respect to any subject or matter now removed by law from the area of Collective Bargaining and that the understandings and agreements arrived by the parties are set forth in this Agreement. The Employer and the Union, therefore, for the life of the Agreement, unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any

subject matter not specifically referred to or covered with respect to any subject matter not specifically referred to or covered in this Agreement nor shall any such matters be considered arbitral under the terms of this Agreement even though the matter may not have been within the knowledge or contemplation of either or both of the parties at the time they signed this Agreement. This provision will not, of course, prohibit the parties from making changes by mutual agreement.

A journeyman shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during working hours, unless errors were made by orders of the Employer or the Employer's representative. The Employer shall notify the Union of employees who fail to adjust improper workmanship, and the Union assumes responsibility for the enforcement of this provision. Correction is to be made only after a fair investigation by the Employer and the Business Manager of the Union.

ARTICLE 27

Subsistence

On any authorized travel, which requires overnight stays within the United States, the Employer agrees to pay sixty five (\$65.00 usd) per day. On the first and last travel day, the employees are only eligible for 75% of the daily rate. On travel that requires overnight stays outside the United States, the Employer agrees to pay seventy dollars (\$75.00 usd) per day to be paid one (1) pay period in advance, to the best of the companies' ability. On the first and last travel day, the employees are only eligible for 75% of the daily rate. The Employer will pay for a single occupancy room for each employee for all overnight travel in the United States or abroad.

ARTICLE 28

Dues Deduction

The company shall deduct from wages and pay over to the proper officers of the Local Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing.

[Signature]
FOR THE EMPLOYER:
FEDERAL HEATH SIGN
COMPANY, LLC
Date 2/12/2018

FOR THE UNION:
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION NO. 357

[Signature]
FOR THE EMPLOYER:
AD ART SIGN COMPANY
Date 3/9/18

[Signature]
Al D. Davis
Business Manager/Financial Secretary
Local Union #357, I.B.E.W.
Date 2/12/2018

[Signature]
FOR THE EMPLOYER:
VISION SIGN COMPANY
Date 2/20/18

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

April 26, 2018

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

[Signature]
FOR THE EMPLOYER:
YESCO, LLC
Date 2/13/18

[Signature]
FOR THE EMPLOYER:
LAS VEGAS SIGN
Date 3-8-18

MASTER LABOR AGREEMENT

BETWEEN

**NEVADA CONTRACTORS ASSOCIATION,
ASSOCIATED GENERAL CONTRACTORS**

AND

TEAMSTERS LOCAL UNION No. 631

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS

July 1, 2016 through June 30, 2019

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PREAMBLE

This Agreement, made and entered into this first day of July 2016 by and between Nevada Contractors Association and Associated General Contractors, Las Vegas, (hereinafter referred to as the Employer), and Teamsters Local Union No. 631, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the Union).

WHEREAS, the Employer is engaged in general contract construction work in Southern Nevada; and,

WHEREAS, in the performance of its present and future contracting operations, the Employer is employing and will employ large numbers of workmen of the various crafts; and,

WHEREAS, the Employer desires to be assured of its ability to procure Employees for all the work which it may do in the area hereinafter defined as Southern Nevada, in sufficient numbers and with the necessary skill to assure continuity of work in the completion of its construction projects; and,

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for men employed by the Employer; and,

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto to the end that the Employer is assured continuity of operation and the Employees are assured continuity of employment and industrial peace is maintained and the business of the industry efficiently increased;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be interdependent, IT IS HEREBY AGREED:

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer hereby recognizes the Union signatory hereto as the sole and exclusive Collective Bargaining representative for employees engaged in work covered by this Agreement over whom the Union has jurisdiction; as such jurisdiction is defined by the International Brotherhood of Teamsters and recognized by the Union and the Employer.

Section 2. The Union claims, and the Employer acknowledges that based upon a showing of proof, or by an offer of proof that has been declined by the Employer, that a majority of the Employer's employees in those classifications set forth in Article 34 of this Agreement have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining agent under section 9(a) of the National Labor Relations Act, 29 U.S.C. 159(a), of all full-time and regular part-time employees employed by the Employer in those classifications set forth in Article 34 of this Agreement on all work performed by the Employer within the geographical jurisdiction set forth in Article 2 of this Agreement. The parties agree that the Union's demand for 9(a) recognition may be made any time during the term of this Agreement, and that upon the showing of proof, or an offer of proof, the Employer agrees to extend 9(a) recognition to the Union.

Section 3. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of Employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, timekeepers, messenger boys, office workers or any employees of the Employer above the rank of craft foreman.

Section 4. The Union hereby recognizes the NEVADA CONTRACTORS ASSOCIATION and ASSOCIATED GENERAL CONTRACTORS, Las Vegas, as the sole and exclusive bargaining representatives for its eligible members who are, or who become, parties to this Agreement. (A roster of eligible members will be furnished without delay to the Union at the time of signing of this Agreement and when new members are accepted.) The Union agrees that during the term of this Agreement, it will not negotiate or enter into Agreements with such member of the Association relative to part or all of the

subject matter covered by this Agreement, provided that the members of the above named Association, parties to the Agreement, shall be and continue to remain liable under this Agreement during the term thereof, even though said members shall resign from the Association prior to the date set for the expiration of this Agreement.

If subsequent to the date of execution of this Agreement an Employer becomes a member of one of the above named Associations and authorizes the Association to represent it in collective bargaining, said Employer shall become covered by the terms and conditions of this Agreement.

ARTICLE 2 COVERAGE

Section 1. This Agreement shall apply to and cover all employees of the Employers employed to perform or performing construction work, as such employees and construction work are respectively more particularly defined hereafter in Article 2, Section 1, and Article 3 of this Agreement, in the area known as Southern Nevada, more particularly described as the counties of Clark, Lincoln, Esmeralda and that portion of Nye County south of U.S. Highway 6. It is recognized that work covered by the Construction Project Agreement at the Nevada National Security Site shall be excluded from the coverage of this Agreement.

Section 2. All work performed in the Employer's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Employer for use on the project, shall be subject to the terms and conditions of this Agreement.

Section 3. All work performed by the Employer and all services rendered for the Employer, as herein defined, by employees represented by the Union, shall be rendered in accordance with each and all of the terms and provisions hereof.

ARTICLE 3 WORK COVERED

Section 1. The construction of, in whole or in part, or modification thereof, including any structures or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with the performance of the aforementioned work and services, and including without limitation the following types or classes of work:

Street and highway work, grading and paving, excavation of earth and rock grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation drainage and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, tunnels, shafts, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations (except building foundations), pile driving, piers, locks, rivers and harbor projects, breakwaters, jetties and dredging, except work covered by the dredging Employers and the Unions in the hydraulic suction and clamshell dredging agreement, which shall be excluded from the terms of this contract.

The construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building structure, including oil or gas refineries and incidental structures, which are incidental thereto, or the installation, operation, maintenance and repair of equipment and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

Section 2. It is specifically agreed and understood by the parties that in addition to and as part of the above, but not limited to the following, the driving of water trucks, water pulls, and dump trucks have historically or customarily been performed by employees of the Employer under the terms and conditions of this and prior collective bargaining agreements with the Union.

It is further agreed and understood that employees covered by this Agreement shall continue to be assigned all work which they have historically or customarily been assigned by the Employer to perform. The Employer agrees that such work assignments under this Agreement are to be awarded to employees under this Agreement as opposed to any other represented or unrepresented employees of the Employer, and that if there is any dispute or claim raised by any other employees of the Employer as to such work assignments, the Employer hereby agrees to assign the work to the employees covered by this Agreement.

ARTICLE 4

WORK PRESERVATION/SUBCONTRACTING

Section 1. The parties recognize that the work covered by this Agreement is work that has historically or customarily been performed by employees of the Employer, and therefore the Union and the employees have interest in preserving that work for employees of the Employer. To that end, the Employer is committed to grow its fleet of equipment as conditions warrant.

Section 2. In order to preserve such work for the employees of the Employer, the parties agree that the Employer may not subcontract out, outsource, or enter into any agreement of any kind or nature with any other person, firm, or entity to perform work covered by this Agreement, except as set forth below.

Section 3. The Employer shall not subcontract bargaining unit work, including "on site" and "off site" work, until such time as it utilizes all equipment owned, leased or rented by the Employer. The Employer will make every reasonable effort to maintain and repair its equipment in a reasonable and timely manner. The Employer shall utilize its employees on its equipment.

Section 4. ON SITE AND OFF SITE work. For the performance of bargaining unit work, the Employer shall first utilize all equipment, owned, leased, or rented by the Employer and such equipment is operated by employees covered by this Agreement. The Employer may subcontract out work covered by this Agreement under the following conditions.

Upon request of the Union, the Employer shall provide to the Union the identity of the subcontractor; the nature and location of the work; the times and dates in which the work is to be performed; and duration of the work being subcontracted; a copy of the subcontract;

- a. The Employer shall recall all laid off employees eligible for recall under Article 9, Section 1, before subcontracting.
- b. All on-site work shall be performed under a bona-fide project specific agreement between the Employer and a signatory entity operating under identical terms and conditions as those contained in this Agreement.
- c. If the Employer subcontracts any off-site work covered by this Agreement to any person, contractor, or other entity who is not signatory to this labor agreement, the Employer shall require as a part of its subcontract that the persons performing the bargaining unit work shall be paid the same aggregate of wages, including the provisions of Article 23 and fringe benefits as employees covered under this labor agreement including the daily rental of trucks.
- d. All persons performing bargaining unit work on the project shall adhere to subsection b and c, unless the subcontractor signs a short form project specific agreement with the local union.
- e. The Employer shall notify the Union of its intent to subcontract twenty-one (21) calendar days prior to commencement of work. At the union's request, the Employer and the Union will meet at least fourteen (14) calendar days but not less than seven (7) calendar days to review the agreement.
- f. Upon the request of the Union, the Employer shall provide to the Union the identity of the subcontractor; the nature and location of the work; the times and dates in which the work is to be performed; and the duration of the work being subcontracted; a copy of the subcontract; this contract does not pertain to the daily rental of trucks.

- g. All persons performing bargaining unit work shall be directed by the Employer to obtain a dispatch from the Local Union prior to working on the project. The Employer is not responsible for payment of any fees required as part of the dispatch.
- h. The subcontractor has not been habitually delinquent or deficient in its contributions, or its not otherwise indebted, the fringe benefit trust funds set forth in this agreement. A subcontractor is deemed to be habitually delinquent or deficient if the subcontractor has failed to make timely payments to the fringe benefit fund for three (3) out of twelve (12) months and the contractor has been notified.

Section 5. The Employers and their subcontractors shall have freedom of choice in the purchase of materials. All removal of materials from a grade, return of previously-excavated materials to a grade and movement of excavated materials to another site of the contractor (or the owner if the movement is under the control of the Employer) shall be performed only by the Employer's employees, but removal of out-of-grade, stockpiled materials sold or given away by the Employer may be done by others.

Section 6. A subcontractor is defined as any person, firm or corporation who agrees under contract, oral or written, with the Contractor, or its subcontractor, to perform any part or portion of the work covered by this Agreement, including the operation of equipment or the performance of labor.

Section 7. Legitimate vendors of materials may deliver materials to a material yard but shall not be allowed to place, unload, or apply materials at the worksite. Employees covered under this Agreement shall move materials from the material yard to the work site. Notwithstanding the above, the Employer may utilize a signatory rock, sand, and gravel company to unload its materials at the work site when 1) the Employer has none of its equipment available to perform the work; 2) there are no signatory subcontractors to perform the work.

Section 8. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery, will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

ARTICLE 5 PRE-JOB CONFERENCE

Section 1. Whenever an Employer covered by this Agreement comes into this locality, the Employer shall notify the Union at least one (1) week prior to the commencement of the work; and if requested by either party, a pre-job conference shall be held prior to the commencement of that job in the locality in which the work is to be performed if requested in writing (fax or email acceptable) by the Local Union Secretary-Treasurer.

Section 2. The Union and the Employer recognize that there are certain problems which may arise concerning the manning of all jobs outside of the Las Vegas zoned area. Therefore, the Employer and Union agree to a pre-job conference to resolve the following:

- a. To determine the classifications and number of men to be brought in by the Employer.
- b. To determine the classifications and number of men to be hired locally.
- c. To determine the classifications and number of men to be secured by the Union from other areas in accordance with Article 1 of this Agreement.
- d. All provisions agreed to at the pre-job conference shall be binding for the duration of the project.

ARTICLE 6 WORK PRESERVATION

A joint labor-management committee consisting of Union contractors and the Union shall be established, and have authority to target specific projects for the purposes of preserving work for members of the Local Union under this Agreement through modification to this Agreement. These conditions shall be established on an as needed basis. The favored nations provisions of Article 43 of this Agreement shall not apply to modifications resulting from the actions of the committee however, any conditions established through this process shall be available to any signatory Employer that desires to submit a bid on the targeted project.

Should there not be an equal number of Employers and Union representatives present at the meeting, the respective representation present shall nevertheless be deemed to have an equal number of votes for purposes of arriving at a decision or a tie.

Upon receipt of a request for modification, the Union shall notify all other signatory Employers as soon as possible; and should modification be approved, notice of the modification shall be given to all other Employer signatories in sufficient time to submit a bid on the targeted project.

ARTICLE 7 PUBLIC WORKS PROJECTS

In the event the Employer bids a Public Works project, the wages in this labor Agreement at time of bid shall remain for the duration of the project from the date of commencement of work on the project. However, the fringe benefits shall be increased as provided for in the current construction labor Agreement.

In the event that any project is bid under a government rate which is less than the rates outlined in the Collective Bargaining Agreement, the Employer will be relieved of the Collective Bargaining Agreement rate and be allowed to pay the posted rate for the duration of the project. If the Federal Davis Bacon Act or state prevailing wage is repealed or amended, this contract will be opened for affected sections.

ARTICLE 8

HIRING/DISPATCH PROCEDURES

Section 1. In the employment of workmen for all work covered by this Agreement, the following provisions, subject to the conditions of Article 1, Section 1, above shall govern:

Both Parties agree to follow the Hiring Hall and Dispatch Procedures of Teamsters Local 631.

The Union shall establish and maintain separate, open and nondiscriminatory employment lists for workmen desiring employment on work covered by this Agreement, and such workmen shall be entitled to registration and dispatching subject to the provisions of this Article. Such workmen must be unemployed and available for work.

Section 2. The Employer shall first call the dispatching office of the Union for such men as it may from time to time need, and the office shall immediately furnish to the Employer the required number of qualified and competent workmen of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article.

Section 3. Reasonable advance written notice (but not later than twenty-four (24) hours prior to the required reporting time) will be given by the Employer to the dispatching office upon ordering such workmen; and in the event that forty-eight (48) hours after such notice the dispatching office does not furnish such workmen, the Employer may procure workmen from any other source or sources. If men are so employed, the Employer will immediately report to the dispatch office each such workman by name and classification.

It shall be the responsibility of the Employer, when ordering men, to give the Union all of the pertinent information regarding the workmen's employment.

Section 4. The dispatching office will furnish, in accordance with the request of the Employer, each such qualified and competent workman from among those entered on said lists, to the Employer, by use of a written referral, in the following order of preference, and the selection of workmen for referral to jobs

shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

"A" List - Workmen who have worked in excess of five hundred (500) hours on a proper dispatch for a Signatory Employer in the Southern Nevada area, as that area is herein above more particularly defined. The Employer may request by name any "A" List workman. Any workman, in this category registered as foreman will be referred to any Employer requesting such workmen for employment as foreman. The Employer may request and the Union will furnish a copy of the "A" List to the Employer.

"B" List - Workmen who within the five (5) years immediately preceding registration at the dispatching office have performed work in the classifications of the Signatory Union, covered by this Agreement in the Southern Nevada area, as that area is herein above more particularly defined. At such time that the "A" List is exhausted, or the workmen on the "A" List are otherwise unavailable to the Employer, on a job request, the Employer may request by name any workman from the "B" List to fill up to 50% of the job request.

"C" List - Workmen whose names are entered on said lists at the dispatching office of the signatory Union and who are available for employment. At such time that the "A" and "B" Lists are exhausted, or the workmen on the "A" and "B" Lists are otherwise unavailable to the Employer, on a job request, the Employer may request by name any workman from the "C" List to fill up to 50% of the job request.

Section 5. It is understood that on a large call of four (4) or more drivers the Employer may request and the Union will furnish a driver from the top of the "B" list that has the proper qualifications for the job described by the Employer.

Section 6. Subject to the foregoing, the Employer is the sole judge as to competency of all of his employees and applicants for employment. The Employer may reject any job applicant referred by the Union upon showing good cause. Upon request from the Union, the reason for the rejection will be

supplied to the Union in writing within forty-eight (48) hours from the time of the request.

Section 7. All employees must perform their work to the satisfaction of the Employer. No employee shall be discharged nor discriminated against for activities on behalf of, or representation of the Union not interfering with the proper performance of his duties. Protests to suspension or discharge must be made in writing to the Employer within ten (10) days.

Section 8. The Union shall post in the dispatch office all the hiring hall and dispatching procedures adopted by the Union and not in conflict with terms of this Agreement.

Section 9. In order to maintain the Unions out of work lists the union and the employer agree to the procedure listed below.

1. The Employer will email to the Teamsters Local 631 dispatch office a list of all employees currently in the Employers population on the first business day of each quarter (March, June, September and December).
2. Upon receipt of the Employers list of current employees, the Teamsters Local 631 Dispatch Office will notify the Employer by email which of the bargaining unit employees are not dispatched to that Employer in accordance with the Teamsters Local 631 Hiring Hall and Dispatch Procedures.
3. The Employer shall within 48 (forty- eight) hours request the employee(s) obtain a dispatch per the Teamsters Local 631 Hiring Hall and Dispatch Procedures.

Section 10. All of the parties' signatory hereto agree that any and all liability which may arise to any person or in any proceedings, in any court, or before any governmental agency, in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of the other parties.

Section 11. Notwithstanding the hiring arrangements outlined herein, the parties recognize that in the employ of Employers are certain key workmen who are necessary to the efficient continuity of their operations. It is, therefore, agreed that Employers may transfer their key workmen into the area covered by this Agreement, including a maximum of two (2) foremen, but not to exceed ten percent (10%) of the number of employees employed on the job. The Employers agree to notify the local dispatching office of the appropriate Signatory Union immediately of the names and classifications of all such men transferred.

Section 12. Employees employed by an Employer pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Employer has been obtained.

ARTICLE 9 LAYOFF/DISCHARGE/RECALL

Section 1. The Employer shall layoff employees when the Employer determines that there is a lack of work or that there should be a reduction in the size of the work force. Employees laid off for lack of work or a reduction in the work force shall have a right to recall for thirty (30) calendar days. Should the Employer determine that an increase in the size of its work force is needed; the Employer shall first recall those employees in lay off status of thirty (30) calendar days or less. Employees that refuse an offer of recall or accept employment from another signatory Employer shall no longer possess a right to recall. The Employer shall make an offer of recall through the Union's dispatch system.

Section 2. Discipline and discharge shall only be for just cause. However, given the nature of the construction industry, it is acknowledged that jobs of short duration may not allow sufficient time to effectively utilize principles of progressive discipline. In such cases, the Employer must consider the employee's overall employment history with the Company. It is further agreed that the following willful acts are dischargeable offenses including but not limited to:

1. Drinking of alcoholic beverages while on duty
2. On the job physical altercation
3. Use or sale of illegal narcotics while on duty
4. Willful, wanton or malicious damage to the Employer's property
5. Insubordination
6. Inefficiency
7. Testing positive to illegal drugs or alcohol

ARTICLE 10 SUCCESSOR CLAUSE

The Employer shall give notice of the existence of this Agreement to any purchaser, successor, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the affected Union, at the time the seller, transfer or leaser executes a binding letter of intent mutually agreed upon between the owner and the prospective buyer. Notice to the Union shall include, at a minimum, a description of the nature and extent of the change, its effective date, the identities of all parties to the transaction, the effect of the transaction on employees and labor relations, and copies of all parts of the definitive transaction documents showing the above. The Employer has no obligation to give the Union any of the financial details of the transaction. The Union shall keep all information received from the Employer as part of this notice strictly confidential and shall not release or repeat any of this information except to its officers, employees, agents and employees with the need to know.

ARTICLE 11 UNION SECURITY

Each employee covered by this Agreement who is a member of the Union as designated in Article 1 Section 1 on the date of execution of this Agreement, or the effective date of this Agreement, whichever is later, shall as a condition of employment remain a member in good standing. Any present employee working within the scope of this Agreement who is not a member of the Union and any employee working within the scope of this Agreement hired hereafter

shall become and remain a member in good standing in the Union in the locality of the Local Union from which he was dispatched, within thirty (30) days following the commencement of his employment, the effective date of this Agreement or the date of execution of this Agreement, whichever is later. The Employer shall be required to discharge any employee pursuant to this section within ten (10) days after receipt of written notice by certified mail that said employee has failed to become or remain a member in good standing.

Notwithstanding anything to the contrary therein, this Article 11 shall not be applicable if all or part thereof shall be in conflict with applicable law.

ARTICLE 12

NO STRIKES NO LOCKOUTS

Section 1. It is the purpose and intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms hereof, and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Employer and will require the employees it represents to perform their services for the Employer on the work described herein when required by said Employer so to do; and during the term of this Agreement an Employer signatory to this Agreement shall not cause or permit any lockout of the employees represented by the Union signatory hereto or on whose behalf this Agreement is made on work described herein.

Section 2. If a signatory Employer is performing work on a project during the construction of which such project is declared to be unfair by the Building and Construction Trades Council of Clark, Lincoln, Nye and Esmeralda Counties and Teamsters Local Union No. 631, and the work thereon is stopped for that reason, it shall not be deemed a violation of this Agreement if, during the period of said stoppage of work the employees represented by the Union fail to perform their work on said project for the Employer.

ARTICLE 13

JURISDICTIONAL DISPUTES

Section 1. The Union guarantees during the term hereof that there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto or any other Union, and that all workmen covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with employees represented by other labor organizations.

Section 2. All jurisdictional disputes between Teamsters Local Union No. 631 and any other Union shall be referred to the International President of the Teamsters Union and the International President of the other Union involved for determination. Such determination shall be reduced to writing, signed by the two (2) International Presidents and a copy furnished to the Association. Upon receipt of such evidence of Agreement, the determination shall be accepted by and become binding upon the Employer and the Union.

All jurisdictional disputes shall be accepted by and become binding upon the Employer and the Union. All jurisdictional disputes shall be handled exclusively in the manner specified in this Article 13, Section 2, and may not be referred to the Grievance and Arbitration procedures under Article 17.

In the event the International Brotherhood of Teamsters becomes a party to any procedures agreed to by the Employer and the Building and Construction Trades Council, AFL-CIO, established for the purpose of settling jurisdictional disputes, then in that event such procedures shall be substituted for the procedure outlined above upon receipt of such evidence of agreement, the determination shall be accepted by and become binding upon the Employer and the Union. The Employer shall not be held contractually liable by complying with such decision.

Section 3. Nothing contained in this contract or any part hereof, or in this Article 13 or any part hereof, shall affect or apply to the Union signatory hereto, in any action it may take against any Employer who has failed, neglected or refused to comply with or execute any settlement or decision reached through arbitration under the terms of Article 17 hereof, or the

jurisdictional determinations reached in accordance with Article 13, Section 2, above.

Section 4. During the life of this Agreement, no Employer signatory hereto or on whose behalf this Agreement has been made shall assign employees of another craft to perform work in the classifications covered by this Agreement contrary to the decision or agreements of record or established trade practice in the area.

ARTICLE 14 SHOP STEWARDS

Section 1. A craft steward shall be a working employee, appointed by the Union, who shall, in addition to his work as an employee, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow craft stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Employer in writing (facsimile acceptable) of the appointment of each Union steward and the Employer, before laying off or discharging the Union steward for any reason other than cause, shall notify the Union in writing (facsimile acceptable) of his intention to do so at least two (2) working days before such lay-off. It is recognized by the Employer that the person appointed Union steward shall remain on the job as long as there is work in his trade which he is capable of performing. In no event shall an Employer discriminate against a craft steward or lay him off, or discharge him on account of any action taken by him in the proper performance of his Union duties.

Section 2. The craft/jobsite steward, as defined herein, is to receive grievances or disputes from employees working in classifications of his craft and shall immediately report them to his Business Agent or special representative who shall immediately attempt to adjust said grievance or dispute with the Employer or his representative.

Section 3. Craft Stewards are assigned to the Employer on a regular basis as a regular employee. The Employer shall be notified in writing annually as to which are considered craft stewards.

Section 4. Jobsite stewards are assigned to a particular jobsite for the duration of that job. The Union shall notify the Employer in writing who are jobsite stewards within forty-eight (48) hours of the start of the project, or when a steward is assigned by the Union.

ARTICLE 15 UNION REPRESENTATION/UNION INSPECTION

Business Agents, or special representatives, shall have access to the project during working hours for the administration of this Agreement and shall make every reasonable effort to advise the Employer, or his representative of his presence on the project and shall not unreasonably stop nor interfere with the work of any workmen without the permission of the Employer, or his representative. Unless prevented by emergency or an occurring violation of the Agreement, the Union representative will attempt to give prior notice of his visit to the Employer.

ARTICLE 16 QUALIFICATIONS

Section 1. Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its articles of incorporation, constitution, bylaws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the adoption or amendment of any provision of its articles of incorporation, constitution or bylaws, or by contract or by any means whatsoever, take any action that will prevent it or impede it in the full and complete performance of each and every term and condition hereof.

Section 2. The warranties and Agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby

guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Local Union on whose behalf the said parties are signing the said Agreement.

Section 3. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein that any provision in the working rules of the Union with reference to the relations between the Employers and their employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work hereunder.

ARTICLE 17 GRIEVANCES AND ARBITRATION

Section 1. Grievances and Disputes: No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Union within fifteen (15) calendar days. This limitation shall not apply to Employer contributions for fringe benefit programs required under this Agreement.

Grievances shall be processed as follows:

Step 1. The craft/jobsite Steward or Union representative is to receive grievances from employee members of his craft and shall immediately report them to the Employer or his representative. The Union files the grievances.

Step 2. The Union and the Employer representatives shall endeavor to settle all grievances within fifteen (15) calendar days from the date the Employer receives the grievance.

Step 3. If the grievance is not settled at Step 2 the grievance shall be referred to the Association representative within fifteen (15) calendar days. The Association representative shall endeavor to settle the grievance with the

Union representative and the Employer within fifteen (15) calendar days from the date the Association receives the grievance from the Union. The Association representative may convene a Board of Adjustment consisting of two representatives of the Union and two representatives of the Employer where the parties must disclose all relevant facts then known to them and make a good-faith effort to resolve the grievance.

Step 4. If the grievance is not settled at Step 3 the grievance shall be referred to non-binding mediation with the Federal Mediation and Conciliation Service. A mediation date shall be selected within fifteen (15) calendar days. However, if the grievance is not settled at mediation, the moving party will have seven (7) calendar days to file for arbitration.

By mutual agreement, the Employer and the Union may at any step of the Grievance and Arbitration Procedure engage in non-binding mediation with the Federal Mediation and Conciliation Service. By agreeing to mediation, the parties agree to waive the steps and time limited noted above, except the time for moving a case to arbitration if mediation is not successful.

The parties may mutually agree, in writing, to extend the time limitations of any or all steps.

When a grievance is settled and payment to a grievant is required, the Employer shall make the required payments within twenty-one (21) calendar days.

Section 2. Arbitration

(a) The Parties agree that the following shall be the permanent panel of arbitrators under this Agreement:

Frederic Horowitz
 Matthew Goldberg
 Barry Winograd
 Alexander Cohn
 Mei Bickner

If any of these arbitrators dies, retires or is unresponsive, the Employer and the Union shall select a replacement arbitrator, and they may at any time by mutual agreement add to the list of arbitrators.

(b) The party moving the grievance to arbitration shall notify simultaneously all of the panel arbitrators of the existence of the dispute and request that an arbitration hearing be held in Las Vegas within 30 days of the notice. The arbitrator who is able to hold the hearing within that time period shall be selected to hear the dispute, or in the event more than one is so able, the arbitrator among them whose name appears first on the above list shall be selected.

In the event that none of the panel Arbitrators is available for a hearing within 30 days, Fredric Horowitz shall be requested to appoint an alternate to hear the matter and if he is unable or unwilling to do so, then the other arbitrators shall be requested in descending order to make the appointment, or the parties may mutually agree to select any other Arbitrator to hear the matter in lieu of the foregoing panel. Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by the same means to the party alleged to be in violation. The Arbitrator selected shall notify the parties by fax, email or telephone of the place and time for the hearing, which shall be completed in one session. The failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator. No post-hearing briefs may be filed and the Arbitrator shall be requested to issue a decision at the conclusion of the hearing, including closing arguments, but in no event later than 48 hours. Although a court reporter may be present at the request of any party, closing arguments and the Arbitrator's decision shall be made without waiting for a transcript.

(c) The arbitrator shall have no power or authority to add to, subtract from, change or alter any terms or provisions of this Agreement. The arbitrator's decision shall be final and binding on all parties to the Arbitration proceeding, including any employees affected by it.

(d) All fees and expenses with the impartial arbitrator and the cost of the hearing room shall be paid by the losing party, but all other expenses in connection with the presentation of a matter to the arbitrator shall be borne by

the party incurring them. The arbitrator shall determine in the award which party, if either, is the losing party.

ARTICLE 18 CLASSIFICATIONS

Section 1. Should the Employer employ workmen in the prosecution of his work in occupations which are not covered by one of the classifications herein specified, such employment shall then be temporarily classified by the Employer and the Union under the classifications contained herein which will more nearly fit the particular character of the employment. Temporary classifications shall be immediately referred to the Joint Conference Board which shall within seven (7) days, review and recommend usage of the proper classification. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article 17.

Section 2. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Employer.

Section 3. Because the Employer and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work and no limitation shall be placed upon the amount of work which an employee shall perform nor shall there be any restriction against the use of any kind of machinery, tools or labor saving devices; provided, however, that no employees shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well-established custom regulating such use where the work is being performed.

Section 4. The Employer agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to workmen and the Union agrees to permit transfer of employees from one classification to any other classification, provided that when such transfers are made the employee shall be paid for the entire day on

the basis of the rate of the highest paid classification in which he worked during the day.

When such transfers involve the classifications of more than one (1) craft, it shall not be necessary for the operation of this policy that employees be referred to the project by more than one (1) Union or employed by classifications of more than one (1) craft. Abuse by any Employer of the privilege granted in this Section 4 shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article 17.

ARTICLE 19 FOREMEN

Section 1. The selection of the individual who will be Teamster foreman is at the sole discretion of the Employer. It is understood that a foreman shall be an employee covered by this Agreement. It is also understood that foremen shall receive the wage rate designated for foremen. Foremen may work with the tools of the trade in accordance with the provisions of Article 18 Section 2. Only foremen who normally work with the tools of their trade during straight-time periods, in addition to the performance of supervisory duties, may work with the tools of their trade during overtime periods. When an Employer employs ten (10) or more Teamsters operating equipment under Teamster's jurisdiction, the Employer shall designate one (1) Teamster as a working foreman who shall receive one dollar (\$1.00) per hour more than the highest wage rate over which the foreman has supervision. The need for and number of foremen required for the performance of the work shall be determined in accordance with the provisions of Article 18 Section 2. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a foreman may supervise the work of employees employed in more than one craft's jurisdiction. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article 17 of this Agreement on the basis of such custom and practice.

Except in case of emergency, if any of the Employees not covered by this Agreement, as set forth in Article 1 Section 2., such as: Superintendents, Assistant Superintendents, shall act in the capacity of a foreman or perform work in the classification covered by this Agreement such employee shall be subject to all terms and conditions of this Agreement.

ARTICLE 20 HOLIDAYS

Section 1. The following days are recognized as holidays for employees herein classified:

New Year' s Day	President' s Day
Memorial Day	Independence Day
Labor Day	Veteran' s Day
Thanksgiving Day	Friday following Thanksgiving Day
Christmas Day	

Section 2. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at double the straight-time rate of pay. No work shall be required on Labor Day, except in extreme emergency when life or property is in imminent danger.

ARTICLE 21 WORKDAY/WORKWEEK

Section 1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 4:30 p.m. shall constitute a workday.

Section 2. Forty (40) hours, Monday 5:00 a.m. through Friday 4:30 p.m. shall constitute a work week.

Section 3. The Employer may, after first notifying the Union, work a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 5:00 a.m. and 6:30 p.m., Monday through Friday, at the

straight time rate; providing all basic trades on the work site work the same shifts. The Union and the Employer may mutually agree to four (4) tens (10's) without participation by other trades. The Union and the Employer may mutually agree upon different work weeks.

Section 4. In the event that work cannot be performed Monday through Friday, or during the scheduled ten (10) hours per day for four (4) day work week, because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, the employees (at their option) may make up such lost work day(s) on Friday or Saturday, and shall be paid at the applicable straight time rate. This option must first be offered to the employee that has been assigned to this job site before being offered to other company employees. This option shall be exercised only when all other crafts the Employer is signatory with on a specific project utilize the same or similar language. The Employer shall not discriminate against any employee for declining to accept this option.

ARTICLE 22 SHIFTS

SINGLE SHIFTS

Section 1. The regular starting time of single shifts shall be between 5:00 a.m. and 8:00 a.m. Starting times may be staggered on one-quarter (1/4) hour increments.

Section 2. It is agreed that the starting times during summer months, due to temperature, may be established by the Employer at 4:00 a.m. In such cases the overtime requirement before 5:00 a.m. as referred to in Article 23 Section 1 will not apply.

MULTIPLE SHIFTS

Section 1. When so elected by the Employer, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations; provided, however, that employees working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour.

Section 2. On multiple shift operations, employees reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of the last preceding shift or when calling a dispatch recording not to report. The Employer at his discretion can work the employee for those two (2) hours. Notwithstanding the previous clause, all hours shall be paid for actual time worked.

Section 3. Any time worked from Friday midnight to Sunday Midnight or on holidays or in excess of the regular shift hours shall be paid for at the overtime rate, except as provided in the next paragraph.

The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

Section 4. When only two (2) shifts are worked, the Employer may regulate the starting time to permit the maximum utilization of daylight hours. Each shift shall work eight (8) consecutive hours, exclusive of meal period for which employees shall receive eight (8) hours pay. Both shifts shall be paid at the straight-time rate, Monday through Friday. The second shift shall be paid at the straight-time rate, unless any other craft shall receive a shift premium in which case that shift premium shall apply to the second shift, Monday through Friday.

It is agreed that the Employers and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

SPECIAL SHIFTS

Section 1. When the Employer produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County, or State and other contracting agencies, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift from Friday midnight to Sunday midnight, (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed however, in the operation of this shift, no employee will lose a shift's work.

Section 2. It is agreed that the Employers and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

ARTICLE 23 OVERTIME

Section 1. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, or all time worked in excess of forty (40) hours per week and all work performed on Saturdays, Sundays, and holidays shall be paid at the overtime rate.

Section 2. Time and one-half (1 1/2) the regular straight-time rate shall be paid for all hours worked in excess of eight (8) hours on any one day, Monday

through Friday, and all hours worked on Saturday. Double time (2X) the regular straight-time shift rate shall be paid for all work performed on Sunday and recognized holidays.

Section 3. As an exception to this overtime provision upon prior notification to the Union, employees engaged in the operation of water trucks on Sunday and holidays where such work is required by law or governmental regulation and such requirement is outside of the Employer's control, shall be paid at time and one-half (1 1/2) the regular straight-time rate of pay.

Section 4. When the Employer requires that equipment be operated or that work be performed before the shift starts or after it ends, or on Saturdays, Sundays, or holidays, such work will be first offered to the primary driver who has been operating the equipment or performing the work on a regular straight time shift during the work week.

ARTICLE 24 REPORTING TIME AND MINIMUM PAY

Section 1. Applicants dispatched by the Union will be paid at the applicable rate for road tests, drug tests, and interviews for special positions unless they fail the road test, drug test, or are not qualified for the position they are dispatched for. The Employer will notify the Union of specific reasons why these applicants were not accepted in writing if requested. When the Employer calls more than one (1) applicant for a particular specialty job and hires less than the number called, they will all be paid at the applicable rate.

Section 2. On a single shift operation, the Employer will be responsible for the two (2) hour minimum as defined in this Article 24 Section 3.

Section 3. Any workman and/or employee reporting for work at the regular starting time and for whom no work is provided, will receive pay for two (2) hours at the stipulated rates for so reporting unless he has been notified before the end of the last preceding shift or when calling a dispatch recording not to report. The Employer at his discretion can work the employee for those

two (2) hours. Notwithstanding the previous clause, all hours shall be paid for actual time worked.

Section 4. On subsistence jobs any workman who qualifies for reporting pay as provided for above, shall also be entitled to receive the subsistence allowance applicable to that particular job.

Section 5. In case employees work in more than one (1) classification or kind of work, they shall receive the rate of the highest paid classification in which they are employed for the full day. If one classification has multiple rates, the employee will be paid the applicable rate for the hours worked within the classifications.

Section 6. Subject to the provisions of Article 17, the Employers agree that if a particular piece of equipment is kept in service during any given shift, the employee first assigned to operate the equipment at the beginning of the shift shall not be laid off during that particular day for the sole purpose of providing continued employment to another employee whose equipment is taken out of service on the same day.

Section 7. Workmen referred under Article 8 to the Employer's jobs, who are not able to perform the job to which they are referred because of their own lack of qualifications or for some other reason which is the workman's own responsibility, shall not be paid show-up time and subsistence and shall go to the bottom of the out-of-work list from which applicants for employment are dispatched to the Employer's jobs in accordance with Article 8 of this Agreement.

Section 8. If the individual Employer has used his own equipment to perform the work on the straight time shift during the regular work week, the Employer shall make and exhaust every effort to use that equipment to perform the overtime work required on the same job during the regular work week and on Saturdays and Sundays, before outside equipment is hired to perform the same work.

Section 9. In the event that an employee covered by this Agreement is given a traffic citation for overloads, spills, or defective equipment, the Employer shall reimburse the employee for the amount of the fine and costs imposed on account of such citation and other losses including but not limited to

incarceration, or loss of license and for lost wages as the result of court appearances, so long as the overloads, spills, or defective equipment has not been found to be the drivers error. No employee will be asked to break any federal, state, or local laws nor will he be retaliated against in any way for refusing to do so.

ARTICLE 25

MEAL PERIODS & REST BREAKS

Section 1. An unpaid meal period of one-half (1/2) hour shall be scheduled after the fourth (4th) hour and before the end of the fifth (5th) hour of each employee's starting time. Thereafter, they shall be allowed a one-half (1/2) hour meal period for every five (5) hours they are required to remain on the job. On camp jobs where the Employer provides board and room, employees shall be entitled to a meal period before commencing and after concluding work.

Section 2. However, if the employee is required to work through the meal period, the employee shall be paid one-half (1/2) hour of the applicable overtime rate of pay or shall have the opportunity to work one-half (1/2) hour less at the end of the shift. Employees required to work through the meal period shall not be required to take a meal period due to mechanical breakdown.

ARTICLE 26

PAYMENT OF WAGES

Section 1. All wages shall be paid on the job on a designated weekly payday. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. Employees who voluntarily quit shall be paid on the next regular payday.

ARTICLE 27

SAFETY AND HEALTH

Section 1. All approved safety orders of the state, county, or federal government shall be observed by the Employers and the employees. Suitable cool sanitary drinking water and adequate toilet facilities shall be furnished by the Employer in accordance with the state, county or federal government regulations.

Section 2. Employees shall be given a rest period of not less than eight (8) hours between the termination of any work and the commencement of another straight time shift. If employees do not receive the required eight (8) hour rest period, they shall be paid the applicable overtime rate for each hour worked, until they have received eight (8) hours rest. Employees shall not be required to work in excess of sixteen (16) hours within any consecutive twenty-four (24) hour period except in case of emergency where life and/or property is in imminent danger.

Section 3. It is agreed all newly purchased diesel powered trucks shall be equipped with working air conditioning units and operable heaters.

Section 4. When the Employer transports employees from the yard to the jobsite or within the jobsite, he shall provide safe and suitable transportation.

Section 5. An employee employed to drive equipment over public roads shall maintain a current valid driver's license of the proper classification and a valid medical card.

Section 6. When required, coveralls, rubber boots and gloves shall be furnished by the contractor to spreader drivers working on road oilers.

Section 7. The Employer may require testing for substance abuse under the Drug/Alcohol Rehabilitation Program incorporated herein as Appendix "A".

ARTICLE 28 ZONE PAY AND TRAVEL TIME

Section 1. Employees covered by this Agreement performing work on public works projects shall be entitled to the following wage rates for all hours worked. Zone distances are calculated from City Hall, Las Vegas, Nevada:

<u>Zone</u>	<u>Wage Rate</u>
Zone 1 (0– 20 miles)	Base Wage Rate
Zone 2 (over 20 - 40 miles)	\$1.50 above Base Wage Rate
Zone 3 (over 40 - 60 miles)	\$2.50 above Base Wage Rate
Zone 4 (60 + miles)	\$3.50 above Base Wage Rate

- a. An employee reporting for work at the regular starting time and for whom no work is provided, shall receive the appropriate zone pay differential for eight (8) hours in addition to show up pay.
- b. When a job site is located in more than one (1) zone, all hours worked on that site shall be paid in accordance with the zone rate of the zone in which the preponderance of work is performed.
- c. If an employee is required to layover away from his home terminal the company will be responsible for reasonable room and board.
- d. An employee or workman who is required to report or perform any work within any established zone area for any portion of the day or shift shall receive the established zone pay rate for the entire day or shift, but in no event less than eight (8) hours.

Section 2. Employees at campsite shall receive travel allowance at straight-time rate from the campsite to jobsite and back to campsite with safe and suitable transportation furnished by the Employer in compliance with Nevada State Laws.

Section 3. When equipment is moved from one construction job to another or from yard to jobsite, or vice versa, by an employee covered by this Agreement, such transportation shall be under the wage scales and conditions of this Agreement. In addition, the driver transporting such equipment will be paid reasonable expenses incurred on such trip upon the submission of supporting receipts. The driver shall also be given return transportation, or a reasonable allowance therefore, from the point of delivery of the equipment direct to his starting place and pay therefore at the regular straight-time hourly rate for all hours spent returning as a passenger. When an employee is required to spend more than eight (8) hours per day in transporting a vehicle, such additional driving time shall be paid at the applicable overtime rate. The payment provided in this paragraph shall be in lieu of the travel pay, zone pay, and subsistence provided in Article 28 of this Agreement and the driver shall have no claim for travel in addition to such payments.

Section 4. The Union and the Employer agree that zone pay will not apply to the following areas: Apex Industrial Park (which includes the Apex Pit) and a five (5) mile radius from Boulder City's City Hall.

ZONE PAY

Work performed on all projects shall be paid at the wage rates shown in Article 28, Section 1 (a), in addition to the Base Wage Rates shown in Article 34.

ARTICLE 29 VACATIONS

There shall be no retaliation against any employee who takes a pre-arranged vacation.

ARTICLE 30 EQUIPMENT, TOOLS AND UNIFORMS

Section 1. Mechanics may be required to furnish simple hand tools up to two (2) inch wrenches, and sockets, and up to three-quarter (3/4) inch drive. All electronic and diagnostic equipment, specialty tools, impacts over half (1/2)

inch drive will be furnished by the Employer. The Employer will replace any broken tools with like-for-like and furnish all twist drills, sanding, cutting disks, etc. The Employer will provide all required safety items for the mechanic.

Section 2. Where an employee is required to provide tools under this Agreement, the employee shall be paid an additional seventy-five cents (\$0.75) per hour as a tool allowance. Where the Employer requests and the employee agrees to provide tools not required by this Agreement, the Employer will compensate the employee an additional amount as agreed to between the Employer and the employee. Such agreement shall be in writing and copy forwarded to the Union and enforceable through this Agreement.

Section 3. The Employer shall provide insurance for employee's tools and boxes to a maximum of twenty-five thousand dollars (\$25,000.00) with a one hundred dollar (\$100.00) deductible. It is understood that some form of evidence shall be provided to show theft, fire, or other loss. A current not more than one (1) year old tool inventory must be provided to the Employer as coverage will only cover those tools. To implement this section, the individual mechanic shall provide a complete written inventory of the tools within five (5) working days. Tools will not be removed from Employer's premises without notifying the Employer. In addition to the foregoing, the Employer will provide a safe and secure place for storage of tools when not in use by the employee.

ARTICLE 31 BULLETIN BOARDS

Section 1. Each Employer shall allow the Union to provide and maintain a bulletin board for the exclusive use of the Union at all of the Employer's yards and satellite yards outside near the area where employees represented by the Union are dispatched. The bulletin board shall be used solely for posting Union meeting notices. Each bulletin board shall have a lockable glass or Plexiglas enclosure, with the Employer and a representative designated by Union having the only access to the bulletin board(s). The Union agrees that disparaging comments about the Employer shall not be posted on the bulletin board.

ARTICLE 32 GENERAL SAVINGS CLAUSE

Section 1. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void, as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter immediate negotiations thereon; nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parties so found to be void are wholly inseparable from the remaining portion of this Agreement

ARTICLE 33 PREMIUM PAY

Section 1. The Foreman's rate shall be one dollar (\$1.00) per hour more than the highest wage rate over which the Foreman has supervision. This provision shall also apply to Warehouse Foreman.

Section 2. Any employee designated as Foreman who is required to supervise other Foremen shall be paid fifty cents (\$.50) more per hour than the foreman supervised.

Section 3. An employee acting as a dust monitor will be entitled to receive an additional one dollar (\$1.00) per hour pay premium.

ARTICLE 34 WAGE RATES AND CLASSIFICATIONS

Section 1. The following hourly wage rates shall apply to the following classifications on work covered by the terms of this Agreement and become effective on the following dates:

Classification	Base Wage Rate Effective		
	<u>07/01/16</u>	<u>07/01/17</u>	<u>07/01/18</u>

GROUP 1	\$27.95	Open	Open
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Drivers of dump trucks (less than 12 yds water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal., pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers.

GROUP 2	\$28.05	Open	Open
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Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 1/2 yds water level), gas and oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation of sixteen (16) or more passengers), warehouse clerk, truck mounted sweepers.

GROUP 3	\$28.26	Open	Open
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Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 1/2 yds water level and over), forklift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk, tireman.

GROUP 4	\$28.44	Open	Open
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Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds water level), drivers of trucks (legal payload capacity 25 tons and over), drivers of fuel and water trucks (6,000 gallon and over).

GROUP 5	\$28.59	Open	Open
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Drivers of trucks and trailers in combination (six axles or more).

GROUP 6	\$28.94	Open	Open
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All Off-road Equipment, Truck Repairmen, Transport Drivers and Drivers of Road Oil Spreader Trucks, DW 10 and DW 20 Euclid-type equipment, Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem.

It is agreed there will not be any wage reductions during the opener negotiations during the second and third year of this Agreement.

All off road equipment for the purposes of this Agreement shall mean any equipment or combination of unladen equipment which cannot be licensed for normal or regular highway use because of width, height or length limitations when measuring the equipment or combination as it is being operated.

The Union reserves the right to allocate a portion of the wage rate to the Health and Welfare Fund, vacation fund and/or Pension Fund during the term of this Agreement, by giving the Employers not less than sixty (60) days' notice prior to July 1 of each year.

ARTICLE 35

DUES CHECK-OFF / DRIVE

Section 1. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization deduct from such employee's earnings, on the first pay period of each month, the amount authorized by the employee for each month subsequent to the date of the receipt of the authorization.

Section 2. Should any employee who has executed the authorization have no earnings due him/her on the first in the first pay period of any month or should any employee's earnings be less than the amount owed or due, deduction shall be made from that employee's earnings in the first pay period of the next month in which his/her earnings are sufficient to cover such monies owed by such employee. The Union shall advise the Employer of the amount to be deducted.

Section 3. The Employer shall promptly remit to the Secretary-Treasurer of the Union the amounts the Employer has withheld during the month involved in accordance with the above provisions. The remittance shall be accompanied by a list containing the names of employees and the amount deducted from each employee's earnings.

Section 4. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that amounts equal to initiation and/or reinstatement fees or monthly dues and assessments be deducted from their earnings. It is expressly understood that once the employee voluntarily signs an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein.

Section 5. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions that have been requested by the Union in complying with the provisions of this Article.

Section 6. The Union dues, initiation and/or reinstatement fees, and assessments charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

Section 7. The Employer agrees to withhold on a once-a-month basis from employees who have signed a proper authorization card, a donation made out to DRIVE which is to be submitted to Teamsters Local Union No. 631 for transmittal to DRIVE National Headquarters. The funds submitted are to be accompanied by a listing of the name and social security number of each employee in whose behalf a deduction is made.

ARTICLE 36 HEALTH AND WELFARE

Section 1. A Health and Welfare Fund known as the Teamsters Local No. 631 Security Fund for Southern Nevada has been established by an Agreement and Declaration of Trust, and subsequently amended by the parties. The Employers agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund. Participation by the Employers in said extensions thereof or for the period workmen are employed under the terms of this Agreement. The Employers accept the trustees appointed by the Associations as their trustees.

	<u>Effective July 1, 2016</u>
Health & Welfare Fund	\$8.16
Retiree Medical	\$0.75

Section 2. The Employer agrees that all workers that have been employed by the Employer for at least two (2) consecutive years and who incurs an on the job injury and who receives temporary total disability payments from the Employer's worker's compensation insurer, and after the worker has exhausted his/her hour bank with the Security Fund, shall continue to have up

to thirty (30) days of contributions made on their behalf to the Teamsters Local No. 631 Security Fund for Southern Nevada, at the rate required by this Agreement.

ARTICLE 37 TRAINING TRUST

TRAINING TRUST

Effective July 1, 2016

\$ 0.45

Section 1. The Union recognizes the need and desirability to meet the Employer's need for skilled labor. Accordingly, the Employer and the Union hereby agree to establish a Training Trust which shall be responsible for Journeyman upgrading.

Section 2. The Training Trust may establish a Joint Training Committee as may be authorized or permitted by the Training Trust Agreement. The Trust may delegate to the Committee such responsibilities and authority as is authorized by the Trust Agreement and deemed necessary by the Trustees. The Trust and/or Committee may establish such rules, policies and procedures as deemed necessary and appropriate for the recruiting, enrollment, training and graduation of trainees. A trainee may be removed from training at any period of training for violation of any of the Trust's or Committee's rules, policies and procedures including drug and alcohol testing policies. Such removal cancels the classification of trainee and the opportunity of the trainee to continue training, whether on the job training (OJT), classroom training or other training. In order to provide diversity of training and work opportunities, the Trust or Committee shall have full authority to transfer trainees from one job or Employer to another. All transfers and assignments for work shall be issued by the Trust or Committee and the referral office must be notified.

Section 3. On or after July 1, 2004, any Teamster dispatched to an Employer signatory to this Agreement must have in his possession an OSHA Ten (10) Hour Card. Any Teamster not possessing such card shall not receive the wage increase due on this date until he is so certified.

Section 4. On or after July 1, 2004, any Teamster dispatched to an Employer signatory to this Agreement must be certified by the Training Trust to perform the work in the classification he is dispatched under. Any Teamster not so certified shall not be eligible to be listed in the dispatch computer for that particular piece of equipment.

Section 5. The parties agree to abide by and be bound by the rules, regulations, and standards of the Southern Nevada Teamsters Construction Industry Training Trust (Local 631) of Nevada (SNTCITT).

ARTICLE 38 VACATION TRUST

VACATION SAVINGS

Effective July 1, 2016

\$6.00 per hour

Section 1. Each Employer shall add \$6.00 per hour to the employee's gross wages and then shall subtract \$6.00 per hour from the employee's net wages as Vacation Savings. The deduction for Vacation Savings shall be sent on a monthly transmittal form to a designated depository. This addition and deduction shall be made on all employees covered under this Agreement. The monthly transmittal shall include all payroll weeks ending within the calendar month. On the monthly transmittal form, the following information concerning each employee shall be set forth in separate columns:

- a. Name of employee
- b. Social Security number of each employee
- c. Number of hours worked
- d. Total amount of vacation savings deduction
- e. Gross pay for each employee

Section 2. The monthly transmittal forms shall be furnished to the Employer who shall set forth thereon all information requested by the instructions and return the full number of copies, after retaining one (1) copy for his files. The fund shall pay for the administrative expenses incurred in the operation of the

Vacation Savings Plan, other than those incurred within the individual's own office.

Section 3. Employer Reports: The parties recognize and acknowledge that the regular prompt payments to the Vacation Savings Plan are essential. Each transmittal to the Vacation Savings Plan shall be made promptly and in any event on or before the 20th day of the month following in which deductions were made. If not paid in full, it shall be delinquent. Failure on the part of any Employer to make prompt payments shall be deemed to be a breach of the collective bargaining agreement by such Employer and in such event the Union shall bring action against the Employer in law or in equity, or the Union may use economic action to either compel the performance of this Agreement, as well as the collective bargaining agreement. In the event of death of the depositor, the balance of the deposit shall be paid to such person or persons entitled thereto upon submission of necessary proof.

ARTICLE 39 PENSION PLAN

Section 1. A Pension Fund known as the Western Conference of Teamsters Pension Trust Fund has been established and the Employers agree to abide by said Agreement and Declaration of Trust and to make payments to the Fund in the amount designated below. Participation by the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period workmen are employed under the terms of this Agreement.

Section 2. Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Pension Trust Fund the amount designated below for each employee covered by this Agreement.

Section 3. The parties agree effective July 1, 2016 total contributions to the Western Conference of Teamsters Pension Trust Fund shall be \$9.31 per hour. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times, so

long as the Employer continues to participate in the basic pension plan, be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 4. If in subsequent years the employees elect to put a portion of their wage increase into the Pension Fund, provisions shall be made for contributions to keep the PEER Plan funded.

ARTICLE 40 CONTRACT ADMINISTRATION AND INDUSTRY ADVANCEMENT FUND

Section 1. The Union recognizes that the Association needs to expend certain sums to administer the labor contract on behalf of signatory Employers and promote programs designed to improve the construction industry. Each individual Employer covered by this Agreement will contribute the sum of fifteen cents (\$0.15) per hour for each hour compensated to Teamsters employed by such individual Employer under this Agreement to the Contract Administration and Industry Advancement Fund.

Section 2. For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the NEVADA CONTRACTORS ASSOCIATION (NCA) or ASSOCIATED GENERAL CONTRACTORS, Las Vegas, (AGC) to act as his agent in all matters concerning the Fund. The NCA shall receive all Contract Administration and Industry Advancement Funds contributed by NCA proxied members. The AGC shall receive all Contract Administration and Industry Advancement Funds contributed by AGC proxied members.

Section 3. The majority Association shall receive on a proportional basis Contract Administration and Industry Advancement Funds not proxied or designated to a Contractor Association.

Section 4. For the purpose of this Article the following definitions shall apply. The term Contractor Association shall refer to a Contractor Association whose

members have selected the Association by written proxy to represent the members in matters of collective bargaining.

ARTICLE 41 SECURITY BOND AND PAYMENT FOR FRINGE BENEFIT CONTRIBUTIONS

Section 1. Any Employer who is adjudged a habitual delinquent in the payment of any contribution to any trust fund established under this Agreement by the trustees of the fund, shall be required to post a cash or surety bond in an amount up to \$50,000. Such bond shall be deposited with custodian designated by the trustees within ten (10) days of the notice to the Employer requiring the Employer to post such bond. The duration for which such bond shall remain in force shall be determined by the trustees. The failure of an Employer to post such bond shall be considered a violation of this Agreement and the Union shall have the right to take economic action including, but not limited to, the right of withholding services of Teamsters, and refusal to dispatch Teamsters to said Employer.

Section 2. All payments required to be made by each Employer to the Teamsters Security Fund, Western Conference of Teamsters Pension Trust Fund, Training Trust and Vacation Trust shall be due and payable to the appropriate Trust Fund no later than the first (1st) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered as in violation of this Agreement and a delinquent Employer. The Grievance and Arbitration procedure contained in Article 17 shall not apply to any cases involving the failure of an Employer to pay fringe benefit contributions as required herein. The trustees through the Administrative office of the appropriate fringe benefit trust fund shall advise each Association party to this Agreement and the Union of current delinquent accounts. Within five (5) days of receipt of such notification, the Union shall give written notice by Certified Mail or telegram (with a copy to the General Contractor) to pay the delinquent amounts due all trust funds within four (4) working days from the receipt of such notice. The Union shall withhold

services from any and all jobs of such delinquent Employer or subcontractor if proper payment is not made.

ARTICLE 42 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree that in accordance with applicable laws, neither of them will discriminate against any employee or applicant for employment on the basis of race, religion, age, color, sex, national origin, or disability. This commitment applies to hiring, placement, upgrading, transfer or demotion, recruitment, promotion, rates of pay, and other forms of compensation.

Section 2. Notwithstanding any other provisions of this Agreement, the Employer shall have the right to take any and all actions necessary to comply with federal, state or local government laws, ordinances or regulations and lawful requirements set forth in proposal documents by users of construction services with respect to providing equal employment opportunity.

Section 3. Anytime the masculine gender is used in this Agreement it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

ARTICLE 43 CONFLICTING AGREEMENTS

Section 1. No Employer party to this Agreement shall be required to pay higher wages or be subject to less favorable working rules than those applicable to other Employers employing employees represented by the Union signatory hereto.

ARTICLE 44 SUPPLEMENTAL AGREEMENTS

Section 1. Supplemental Agreements may be negotiated covering Signatory Employers engaged in commercial sand and gravel operations to allow for competitive wage/fringe amounts prevailing in that industry, special conditions for-hire heavy haul transports, demolition work, landscaping, tankers, and truck repairman trainee.

Section 2. The supplemental agreement made for the addition of Teamsters Material Trucking Wages is as follows:

- a) When performing material delivery work considered by the State of Nevada not to be subject to prevailing wage rates, the employee shall work at the following wage package:

\$0.20 deducted from Training Trust
\$4.50 deducted from Vacation Fund

- b) This material delivery rate applies to Teamsters operating material delivery trucks only and would not apply to drivers of equipment transports, over the road fuel, water or emulsion trucks, mechanics, or any other Teamster classification used on site and considered by the State of Nevada to be subject to the payment of prevailing wage.

ARTICLE 45 TERM - TERMINATION - RENEWAL

This Agreement shall be effective as of July 1, 2016 and shall remain in full force and effect to and including June 30, 2019 and continue in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the Agreement may give written notice by certified mail to the other of a desire to change, modify or terminate the Agreement no more than one hundred twenty (120) days nor less than sixty (60) days prior to June 30, 2019 or June 30 of any succeeding year.

LETTER OF UNDERSTANDING

Between

**TEAMSTERS LOCAL 631
and
NEVADA CONTRACTORS ASSOCIATION,
ASSOCIATED GENERAL CONTRACTORS**

When an Employer has a large call for drivers defined as four (4) or more, the Employer and Teamsters Local 631, herein after referred to as the Union, will meet to review the lists to determine the number of qualified drivers available to fill the dispatch.

The Employer and the Union will meet to discuss the current members that are not available for re-hire dispatch and those who have refused dispatches to particular Employers.

If the Union believes that the call by name process agreed upon in the negotiations has allowed Employers to bypass certain "A" list Employees, a meeting between the parties will be scheduled to discuss the reasons for bypassing the "A" list member.

APPENDIX A

DRUG/ALCOHOL TESTING/REHABILITATION PROGRAM

It is the goal of the Employers and the Union to establish, maintain and provide a safe, healthy and alcohol/drug-free work environment for all Employees at all places of work. To ensure that we achieve that goal, the following policy which meets the Federal Motor Carrier Safety Regulations, as more fully set forth in Title 49 Code of Federal Regulations Part 40, has been adopted.

Due to the fact that the U.S. Department of Transportation mandates the Alcohol/Drug free operation of all Commercial Vehicles, the following policy shall apply:

If the Union is notified by an Employer that an employee or a workman dispatched for work has been terminated or rejected for employment due to a positive result of an alcohol/drug test, that person shall not be allowed to be placed on the Out of Work list, at the Union Hall, until he/she can produce, to the Union, a valid negative alcohol/drug test and proof of contact with a substance abuse professional.

Note: Whenever drug/alcohol test is used in the program it means DOT approved drug/alcohol test.

Also, the Employer will not retain employees, who, after a positive test and completion of rehabilitation, again test positive.

Prohibited Activity

The unlawful manufacture, distribution, dispensation, sale, possession or use of an illegal drug (as defined in 49CFR Part 40) is strictly prohibited, on all Employer premises or other locations at which the employee is performing work, or in any Employer owned or leased motor vehicle, or anywhere during working hours and shall be grounds for immediate termination.

Drivers may not be on-duty or drive, if they are using or in possession of alcohol that is not manifested as part of the shipment. Nor shall they perform safety sensitive functions within four (4) hours after consuming alcohol.

Applicability

With few exceptions, drivers required to have a commercial driver's license (CDL) are subject to the controlled substance and alcohol testing rules. A CDL is required for drivers operating a vehicle in excess of 26,000 pounds GVWR, designed to carry 26 or more passengers (including the driver), or of any size, which is used in the transportation of a placardable amount of hazardous material. This extends those currently covered by the rule to include both inter- and intrastate truck and motor coach operations, including owner-operators/independent contractors.

Implementation

The alcohol and controlled substances testing rules shall be implemented as follows:

Large Employers (50 or more drivers as of March 17, 1994) must implement the requirements of the rule beginning January 1, 1995.

Small Employers (0-49 drivers as of March 17, 1994) must implement the requirements of the rule beginning January 1, 1996.

Employer's Drug and Alcohol Policy Requirements

In order to have a successful drug and alcohol testing program, it is important drivers know what is expected of them. The Federal Highway Administration requires each Employer provide educational materials that explain the requirements of the alcohol and drug testing regulations and the Employer's policies and procedures with respect to meeting those requirements.

The Employer must ensure a copy of these materials is distributed to each driver (who shall sign for receipt of the documents), prior to the start of alcohol and controlled substances testing. The materials required to be made available to drivers shall include, at a minimum, detailed discussion of the following:

1. The identity of the person designated by the Employer to answer driver questions about the materials.
2. Which drivers are subject to the alcohol misuse and controlled substance requirements.
3. Explanation of what constitutes a safety sensitive function, so as to make clear what period of work day the driver is required to be in compliance.
4. Specific information concerning driver conduct that is prohibited.
5. The circumstances under which a driver will be tested for alcohol and/or controlled substances.
6. The procedures that will be used to test for the present of alcohol and controlled substances.
7. The requirement that a driver submit to alcohol and controlled substance tests.
8. An explanation of what constitutes a refusal to submit to an alcohol or controlled substance test.
9. The consequences for drivers found to have violated the prohibitions of this rule, including the immediate removal of the driver from safety sensitive functions.
10. The consequences for drivers found to have an alcohol concentration level of 0.02 or greater, but less than 0.04.
11. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life. Signs and symptoms of an alcohol or controlled substances problem, and available methods of intervening when an alcohol or a control substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

Types of Testing

The Employer will require drug testing of the following types in accordance with Federal Motor Carrier Safety Regulations, as set forth in 49CFR Part 40. Alcohol testing is required in accordance with FMCS part 382.

1. Pre-Employment
2. Post-accident
3. Random
4. Reasonable suspicion
5. Return-to-Duty
6. Follow-up

Refusal or failure to submit to alcohol/drug testing will automatically be considered a positive test result, and the driver will be declared medically unqualified to drive for the Employer. Such drivers will be subject to disciplinary action.

The Employer shall pay all costs for all required Alcohol/Drug tests, and in the case of present employees (those employees not taking a pre-employment alcohol/drug screen), the Employer shall pay for all time spent at the place of such test or tests and time in transit. Employees shall not be required to take examinations during working hours without pay for time so consumed.

Leave of Absence Prior to Testing

If an employee comes forth before being tested, or being notified on a random selection that a test is required, and admits usage, the Employer will allow the individual the privilege of going through the alcohol/drug rehabilitation program, at the expense of the employee, and the employee will be eligible for rehire after treatment, subject to FMCS regulations.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism or drug abuse prior to testing, or being notified on a random selection that a test is required.

Such leave of absence shall be granted on a one time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement.

Employees upon returning to work from a leave of absence for alcoholism or drug use shall be required to submit to testing, in accordance with the FMCS Regulations. Failure to do so will subject the employee to immediate discharge.

1. Pre-employment Alcohol and Controlled Substance Testing

Prior to the first time a driver performs safety-sensitive functions (any of those on-duty functions listed in the Federal Motor Carrier Safety Regulations section 395.2 On-duty time, paragraphs 2 through 7 such time spent driving vehicle, inspecting vehicle, loading vehicle, etc.) for an Employer, the driver must submit to testing for alcohol and controlled substances.

No Employer shall allow a driver to perform a safety-sensitive function unless, the result of an alcohol test indicates an alcohol level of less than 0.02, and the Employer has received a controlled substance test result from the Medical Review Officer (MRO) indicating a verified negative result.

Exceptions:

An Employer is not required to administer a pre-employment alcohol test if the driver has undergone a DOT required alcohol test within the previous 6 months, with a result indicating a blood alcohol level below 0.04. However, the Employer must ensure that no prior Employer of the driver has record of violations of any DOT alcohol misuse rules for the driver in the previous 6 months.

In addition, an Employer is not required to administer a pre-employment controlled substance test if the following conditions are met:

The driver must have participated in a drug testing program meeting the requirements of this rule within the previous 30 days; and

While participating in this program the driver must have either been tested for controlled substances in the previous six (6) months, or participated in a random alcohol/drug testing program for the previous twelve (12) months; and

The Employer must ensure that no prior Employer of the driver has record of violations of any DOT controlled substance use rule for the driver in the previous thirty-six (36) months.

2. Post-Accident Alcohol and controlled Substances Testing

As soon as practicable following an accident involving a commercial motor vehicle, each Employer shall test for alcohol and controlled substances of each surviving driver when either:

The accident involved a fatality; or

The driver receives a citation under state or local law for a moving traffic violation arising from the accident.

For the purpose of this rule an accident is defined as an accident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

According to the DOT rules, the testing should be conducted within two hours of the accident. If a test is not administered within this time period, the Employer must document the cause of the delay. Under no circumstances shall post-accident testing be conducted beyond eight (8) hours after the accident for alcohol or thirty-two (32) hours after the accident for controlled substances.

Any driver required to take a post-accident alcohol/drug test under the DOT rules shall not use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol/drug test, whichever occurs first.

Any driver who is subject to post accident testing must remain available for testing. However, the driver is not prohibited from leaving the scene of the

accident for the time period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

3. Random Testing

Employees subject to random alcohol/drug testing shall be selected using a method that is scientifically valid. The selection process must ensure that each covered employee has an equal chance of being tested, each time selections are made. The current random testing rate is a minimum of twenty-five (25%) percent of the employees in the selection pool for alcohol, and a minimum of fifty (50%) percent of the employees in the selection pool for controlled substances.

If the results of the driver's alcohol test indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

Owner-Operators

An Employer who employs only himself/herself as a driver must implement an alcohol and controlled substances testing program that includes more persons than himself/herself as covered employees in the random testing pool. Thus an owner-operator essentially must join a consortium.

4. Reasonable Suspicion Testing

An Employer must require a covered employee to submit to reasonable suspicion testing if the Employer has reasonable suspicion to believe that the employee violated the provisions of the DOT rules.

The Employer's determination must be based on specific, explainable, observations concerning the employee's appearance, behavior, speech or body odors. In addition, supervisors or other company representatives who are responsible for determining whether reasonable suspicion testing is necessary must have completed training on how to detect the indicators of alcohol/drug abuse.

A written record shall be made of the observations leading to a controlled substances test, and signed by the supervisor or company official who made the observations.

If the results of the driver's alcohol test indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

Note: It has been substantiated that one beer can produce a blood alcohol concentration of 0.02 or greater.

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test

Level-Nanogram/Milliliter (hereafter referred to as nc/ml).

Marijuana metabolite -----	300
Cocaine metabolite -----	300
Opiate metabolite -----	300
Phencyclidine -----	25
Amphetamines -----	1000

*25 nc/ml is immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method:

Confirmatory Test**Test**

Marijuana metabolite -----	15
Cocaine metabolite -----	150
Opiates:	
Morphine -----	300
Codeine -----	300
Phencyclidine -----	25
Amphetamines:	
Amphetamines -----	500
Methamphetamines -----	500

Delta-9-tetrahydrocannabinol-9-carboxylicacid

Bezolyecgonine 25 nc/ml if immunoassay-specific for free morphine

Positive drug test results will be reviewed by a Medical Review Officer (MRO) to determine whether the driver is medically qualified to drive.

If there is a positive test result, the MRO will give the employee tested an opportunity to discuss the results and provide documentation of legally prescribed medication.

Note: Employees taking prescribed medication that has not been specifically prescribed for their use will be considered to be using a controlled substance.

The MRO will contact the employee to determine if the positive test is the result of the employee using a controlled substance. If it is determined the employee is unlawfully using a controlled substance, the MRO will notify the contact person designated by the Employer, who will notify the employee as soon as possible. At this time, the employee will be placed upon suspension not to exceed thirty (30) calendar days, and must contact a substance abuse professional.

Employees having a negative drug test result shall, upon their request, receive a card of memorandum stating that the test was negative. Copies of

confirmed positive test results will be kept in the person's file for a minimum of five (5) years.

Positive test results will not be released to any unauthorized person without the employee's written consent.

The Employer shall maintain a written record of all individuals, companies, agencies or regulatory bodies that request to examine any test results.

The Medical Review Officer (MRO) is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory result generated by an Employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

Release of Alcohol and Controlled Substances Test Information by Previous Employers

An Employer may obtain from any previous Employer of a driver, provided the driver has given his/her written consent, any information concerning the driver's participation in a controlled substances and alcohol testing program.

An Employer must obtain and review the information listed below from any Employer the driver performed safety sensitive functions for the previous two years. The information must be obtained and reviewed no later than 14 days after the first time a driver performs safety sensitive functions. The information obtained must include:

1. Information on the driver's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information on the driver's controlled substances test in which a positive result was indicated.
3. Any refusal to submit to a required alcohol or controlled substance test.

If the driver stops performing safety sensitive functions for the Employer before expiration of the 14 day period or before the Employer has obtained the information listed above, the Employer must still obtain the information.

The prospective Employer must provide to each of the driver's previous Employers of the past two years a written authorization from the driver for release of the required information. The release of this information may take the form of personal interviews, telephone interviews, letters, or any other method that ensures confidentiality. Each Employer must maintain a written, confidential record with respect to each past Employer contacted.

The Employer may not use a driver to perform safety sensitive functions if the Employer obtains information indicating the driver has tested positive for controlled substances, tested at or above 0.04 alcohol concentration, or refused to test unless the Employer has evidence the driver has been evaluated by a substance abuse professional, completed any require counseling, passed a return-to-duty test, and been subject to follow-up testing.

Disciplinary Action

First Offense

For a positive result to any alcohol or controlled substance test, the Employer may issue a suspension for a period not to exceed thirty (30) calendar days and there will be a mandatory enrollment in a rehabilitative alcohol or controlled substance program (at the expense of the employee), and follow-up testing for up to sixty (60) months from return to work. Failure to complete a prescribed program will result in possible termination.

Second Offense

Immediate Termination

Rehabilitation

The Union, through the Health and Welfare program, offers employees with coverage, an Employee Assistance Program. Upon notification of a positive result to an alcohol test above 0.04 or a positive result to any controlled substance test, the employee must immediately contact the Employee Assistance Program (either by calling the provider themselves or by contacting the Union Business Agent), and arrange for an appointment with the substance abuse professional. The substance abuse professional will then determine what treatment is required, and will schedule the required counseling.

It will be the responsibility of the employee to provide documentation evidencing the successful completion of the rehabilitative program.

TRUCK REPAIRMAN ADDENDUM TO THE CONSTRUCTION LABOR AGREEMENT

I. SCOPE OF AGREEMENT

This Agreement entered into the _____ day of _____, 20____, on behalf of those eligible Employers who are now or who hereinafter may become members of the Nevada Contractors Association and/or Associated General Contractors hereinafter referred to as the Employer, and Teamsters Local Union 631, hereinafter referred to as the Union, which covers truck repairmen Classes B, C and D.

Except as provided in this Agreement, the Employers agree to conform to the wages, fringe benefits and working conditions contained in the Master Construction Labor Agreement.

II. CLASSIFICATIONS AND WAGE RATES

Class “D” Repairman - \$8.00 per hour less than the full truck repairman rate, with an additional \$1.60 per hour deducted for a tool allowance, which will be paid to the employee on a semi-annual basis, on June 1st and December 1st of each year.

Experience: Minimal, graduated from accredited diesel mechanic course, i.e., ATTC, TCC, etc., or minimal experience in the mechanic field. Class “D” repairmen shall be evaluated after 30 days employment to see if they should be reclassified.

Class “C” Repairman - \$6.00 per hour less than the full truck repairman rate, with an additional \$1.60 per hour deducted for a tool allowance, which will be

paid to the Employee on a semi-annual basis, on June 1st and December 1st of each year.

Experience: Class "D" Repairman and 2,000 hours or equivalent

Class "B" Repairman - \$3.00 per hour less than the full truck repairman rate.

Experience: Class "C" Repairman plus 2,000 hours or equivalent

It shall take an additional 2,000 hours to move from Class "B" Repairman to full Truck Repairman.

Once a higher class has been attained, it shall not be taken away for any reason including layoff and/or rehire at the same or another employer.

Upon a Class "C" Repairman being upgraded to a Class "B" Repairman, the Employer shall be allowed to hire another Class "D" Repairman, however, a ratio of one lower class repairman for each five full class truck repairmen must be maintained.

III. PARTNERING

Due to the nature of this Agreement, it is agreed that both parties shall sit down from time to time, preferably 2 to 4 times per year, to monitor the progress and success of the program.

IV. DURATION

This Agreement shall be effective as of the first day of July 2016, and shall remain in full force and effect to and including the 30th day of June, 2019 and continue in full force and effect from year to year thereafter, unless either party gives written notice by certified mail to the other of a desire to change, modify or terminate the Agreement, not more than one-hundred-twenty (120) days nor less than sixty (60) days prior to June 30, 2019, or prior to June 30th of any succeeding year.

FOR THE UNION:

FOR THE EMPLOYERS:

Teamsters Local Union 631

Nevada Contractors Association
Associated General Contractors

By: 2/10/16

By: [Signature]

Date: 10/14/16

By: [Signature]
Date: 10-14-16

Disadvantaged Business Enterprise Addendum TO THE CONSTRUCTION LABOR AGREEMENT

In the event that a non-signatory Disadvantaged Business Enterprise is being utilized by a signatory contractor because of DBE requirements, the Employer and the Union shall meet fourteen (14) days prior to any commencement of work. The Contractor and the Union will provide their best effort to sign the DBE entity to a one-job project labor agreement (PLA). If the DBE owner is unwilling to sign a PLA and his/her utilization is necessary to meet the project owner's requirement, the Teamsters will consider waiving jurisdiction for the duration of the project. The DBE's must be certified by the awarding agency and the contractor will provide proof of the DBE certification.

This addendum will be in effect from July 1, 2016 until June 30, 2017.

FOR THE UNION:

TEAMSTERS LOCAL 631

By: 

Tommy Blitsch

Date: 10/14/16

FOR THE EMPLOYERS:

NEVADA CONTRACTORS ASSOCIATION

By: 

Dan O'Shea

Date: 10-14-16



TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 631

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS



JAVON JEFFERSON
PRESIDENT

RANDY BOTZET
VICE-PRESIDENT

LAURA SIMS
RECORDING SECRETARY

TOMMY BLITSCH
SECRETARY-TREASURER

DARRIN BRADBURN
TRUSTEE

RICARDO PEARCE
TRUSTEE

DESHAWN EVANS
TRUSTEE

MEMORANDUM OF AGREEMENT

The Parties met pursuant to the terms and conditions of the Agreement titled "Master Labor Agreement between Nevada Contractors Association, Associated General Contractors and Teamsters Local Union No. 631 Affiliated with the International Brotherhood of Teamsters" dated July 1, 2016 through June 30, 2019 and have reached the following agreement:


Effective July 1, 2017 for Non-Prevailing Wage work and Prevailing Wage work: **\$1.65 per hour wage/fringe increase** (distribution of the increase is to be determined by the Union as soon as possible).

Effective July 1, 2017 for Material Haul Drivers **an additional \$1.00 per hour increase to the Vacation Fund** making the **total increase for Non-Prevailing Wage work \$2.65 for 2017.**

Effective July 1, 2018 for Non-Prevailing Wage work and Prevailing Wage work, a **\$1.75 per hour wage/fringe increase** (distribution of the increase is to be determined by the Union).

In addition, the Parties agree to extend the current Agreement out one (1) year through June 30, 2020. As a result, effective July 1, 2019 for Non-Prevailing Wage work and Prevailing Wage work, a **\$2.00 per hour wage/fringe increase** (distribution of the increase to be determined by the Union).

The Parties also agree to meet on or before July 1, 2018 and July 1, 2019 (Agreement anniversary date) and review for possible increases the differentials that remain between the Material Haul Drivers and other drivers covered by this agreement in the Vacation and Training Trust Funds for.


Teamsters Local 631

8-13-17
Date


Nevada Contractor Association

7/27/17
Date

700 NORTH LAMB BOULEVARD • LAS VEGAS, NEVADA 89110
TELEPHONE (702) 453-6310 • FAX (702) 437-7283






LAST, BEST AND FINAL

MEMORANDUM OF AGREEMENT

The parties met to discuss the wage opener for Construction Haulers and Material Haul members and have agreed to the following increases from July 1, 2020 through June 30, 2021.

Effective July 1, 2020 through June 30, 2021, an additional \$1.50 per hour for Material Haul Members and Construction site Members. For Prevailing Wage Work and Non-Prevailing Wage Work. Allocation of the increase will be determined by the Union per Article 34 of the Collective Bargaining Agreement.

Effective July 1, 2020 through June 30, 2021, an additional \$0.25 per hour for Material Haul Members to the Vacation Fund.



 Teamsters Local 631



 Nevada Contractors Association

8-19-2020
 Date

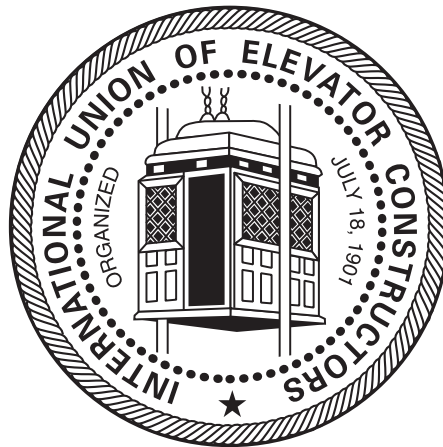
9-9-2020
 Date

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 SFP 11 2020
 Teamsters Local 631

NEBA AGREEMENT

WITH
INTERNATIONAL UNION
_____ of _____
ELEVATOR CONSTRUCTORS

*July 9, 2017 to
July 8, 2022*



Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they are also used in the feminine gender or neuter gender in all situations where they would so apply.

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ARTICLE I

Parties to the Agreement

This Agreement, made by and between the National Elevator Bargaining Association (hereinafter referred to as “NEBA”) and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS (hereinafter referred to as “IUEC” or the “Union”), for the purpose of establishing harmonious relations and facilitating peaceful adjustment of wage schedules and working conditions. The INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS makes this Agreement for and on behalf of its affiliated local unions and a list of the local unions for which the International negotiates and executes this Agreement is attached hereto and made a part hereof. NEBA makes this Agreement for and on behalf of its employer members (hereinafter referred to individually as the “Company” or the “Employer”), and a list of the Employers for which NEBA negotiates and executes this Agreement is attached hereto and made a part hereof.

ARTICLE II

Recognition Clause

Par. 1. The Union claims and the Employer acknowledges and agrees that the Union has supplied proof that a majority of its Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices

and Elevator Constructor Assistant Mechanics have authorized the Union to represent them in collective bargaining with the Employer.

The Employer recognizes the Union as the exclusive Section 9(a) bargaining representative for all Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics (hereinafter referred to sometimes as “Mechanics, Helpers, Apprentices and Assistant Mechanics “ or collectively as “Elevator Constructor(s)”) in the employ of the Employers engaged in the installation, repair, modernization, maintenance and servicing of all equipment referred to in Article IV, Par. 2 and Article IV (A).

Par. 2. The Union recognizes that it is the responsibility of the Company in the interest of the purchaser, the Company and its employees to maintain the highest degree of operating efficiency and to continue technical development to obtain better quality, reliability, and cost of its product provided, however, that this provision is not intended to affect the work jurisdiction specified in Article IV and other Articles of the Agreement.

ARTICLE III

Membership Requirements

Par. 1. All Mechanics, Helpers, Apprentices and Assistant Mechanics covered by this Agree-

ment shall, as a condition of employment obtain and maintain membership in a local union of the International Union of Elevator Constructors on and after the thirtieth (30th) day following the beginning of their employment or the date this Article becomes effective, whichever is later.

Par. 2. The Company shall be obligated under this Article, after it becomes effective as above provided, to terminate the employment of any employee who fails to obtain or maintain membership in a local union as required by this Article, upon receipt of a written request for such termination from his local union: except that the Company shall have the right to refuse such request if it has reasonable grounds for believing (1) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

Par. 3. Beginning January 1, 2018, the Company agrees to deduct from the wages, each week, the IUEC dues or service fees of each employee who authorizes the Company to do so. The Union shall notify the Company in writ-

ing, of the amount of such dues or service fees or any change in the amount of such dues or service fees prior to December 1 of each year. Any change in deduction shall become effective beginning with the second full pay period after the Company receives such written notice of change from the Union.

Beginning with the second pay period following receipt of a written authorization signed and dated by a bargaining unit employee on a form approved by NEBA, the Company shall deduct, from the employee's pay, the appropriate IUEC Dues or Service Fees payable by the employee to the IUEC during the period provided for in the authorization. The dues check-off authorization is irrevocable for a period of one year from the date it is delivered to the Company or until termination of the collective bargaining agreement between the Company and the IUEC, whichever occurs sooner. The authorization, assignment and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each and for the period of each successive agreement between the Company and the IUEC, whichever shall be shorter, unless notice is given to the Company with whom the employee is employed at that time and the IUEC not more than twenty (20) days and not less than the ten (10) days prior to the expiration of each period of one year, or of each applicable collective bargain-

ing agreement between the Company and the IUEC, whichever occurs sooner, by submitting a written revocation to the Company with a copy to the IUEC and NEBA. Said revocation shall be in effect on the date of receipt by the Company.

A list of all employees, along with the last four digits of their respective Social Security Numbers and amounts deducted for each week shall be sent to the Union along with the remittance for the total amounts checked off.

The Company shall not be required to make deductions with respect to any employee for a payroll period in which the employee:

(a) is in an unpaid leave status for the pay period;

(b) is receiving Workers' Compensation, Unemployment Compensation or disability benefits for the pay period; or

(c) has a net pay which is less than the amount of IUEC Dues or Service Fees to be deducted. The Union shall receive the above monthly remittance and the list of employees on the same schedule as applies to the Benefit Plans (currently by the 15th day of the month following the month in which the funds were deducted).

The Union will hold NEBA and/or the Companies harmless and indemnify NEBA and/or the Companies for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, in-

curred by NEBA and/or the Companies as a result of this Article.

Par. 4. Employees working in any state which prohibits the execution or application of Agreements requiring membership in a labor organization as a condition of employment have the right to join or refrain from joining the International Union of Elevator Constructors. Employees who decide not to join the Union, however, and who are covered by this Agreement shall, as a condition of employment, be required to pay a monthly service fee to the Union. The service fee shall be the employees' prorata share of costs of collective bargaining and the handling of grievances and arbitrations. The service fee shall not include any prorata share of costs of items other than collective bargaining and handling of grievances and arbitrations, and under no circumstances will the service fee be used by the Union for any purpose other than to meet the expenses of collective bargaining and handling of grievances and arbitrations.

On and after the thirtieth (30th) day following the date of this Agreement or on and after the thirtieth (30th) day following the date of commencement of employment by an employee, whichever is later, regular tendering of the service fee shall be a condition of employment, subject to the rights of employees and obligations of parties under the law. Service

fees shall be payable on or before the first day of each month.

Par. 5. All the provisions of this Article shall be effective to the extent permitted by applicable law.

ARTICLE IV

Work Jurisdiction

Par. 1. It is agreed by the parties to this Agreement that all work specified in Article IV shall be performed exclusively by Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics in the employ of the Company.

Par. 2.

(a) The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a fork lift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to han-

dling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the pre-assembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.

2. Balustrade brackets may be shipped attached but not aligned.

3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics either before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory.

The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators shall be performed by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics.

(d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.

(e) The erecting of all guide rails.

(f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.

(g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.

(h) The setting of all templates.

(i) All foundations, either of wood or metal, that should take the place of masonry.

- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Par. 3.

(a) Nothing contained in Article IV shall preclude the Company from preassembling and prefabricating the following:

(1) Temporary elevators

A temporary elevator is defined as a nonpermanent elevator installed prior to or during construction work inside or outside buildings. The assembly, disassembly and moving of temporary elevators from job to job or area to area may be accomplished in the most economical fashion provided, however, whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics.

(2) Residence elevators

Residence elevators shall mean elevators installed solely for use in a single family residence and not for general public use. Single family residences may be part of a multi-unit structure.

(3) Dumbwaiters

(4) Dock elevators

(5) Parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators)

(6) Apartment House elevators

Apartment house elevators shall mean an elevator installed in a multi-unit, multifamily structure, (excluding condominiums) but not to ex-

ceed three (3) stories in height (i.e. 36 ft.) and the elevator shall not make more than three (3) stops nor exceed a capacity of 2500 lbs.

(7) Preassembled plug connectors may be used to interconnect the solid state components of the elevator systems (solid state to solid state only), and to connect any component in and on the car.

When the use of fiber optics is applied to the elevator system, preassembled plugs/coupling devices may be used to maintain the integrity of the connection(s).

It is understood and agreed that the connecting and/or coupling of devices will be done by the Elevator Constructor whether accomplished by external wiring or preassembled plug connectors as provided in this Paragraph.

(8) Limited Use/Limited Access Elevators which shall mean elevators described under the scope of Limited Use/Limited Access Elevators as defined in A.S.M.E. A17.1. Incline stairway chair lifts and incline and vertical wheelchair lifts shall mean lifts described under the scope of A.S.M.E. A17.1.

Limited Use/Limited Access Elevators, incline stairway chair lifts, inclined and vertical wheelchair lifts, and residence elevators may be installed in the most economical fashion, provided there is no factor of safety involved. Whatever work is required to be performed at the job site in connection therewith shall be

performed exclusively by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics.

(9) Landing door entrance assemblies which will be limited to struts, sills, headers, frames and associated hardware for installation purposes: door header including tracks, hangers, and all relating devices (adjusting and aligning to be done in the field).

(10) Car-top inspection station which may only include pre-wired service light, gate switch, alarm device and inspection station.

(a) Pre-wired canopies with lights and fans.

Par. 3.

(b) It is understood and agreed that the pre-assembly and/or prefabrication of electric walks, Trav-o-lators, speed ramps or similar type of moving walks, (limited to 15° incline per ANSI Code), shall include the following:

(1) Truss sections with drive units, machines, handrail drive sheaves and drive chains installed and aligned.

(2) Truss sections with tracks installed and aligned.

(3) Balustrade brackets may be shipped attached but not aligned.

(4) Setting of all controllers and all wiring and conduit from controllers.

Work to be done in the field shall include setting and aligning of truss sections and supports, installation of pallets (platforms and

belting), handrails, handrail idler sheaves, centering guides, combplates, balustrades and trim.

Par. 4.

(a) It is agreed that when sinking, drilling, boring or digging cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, the Company shall employ Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics.

(b) On any job where the Company subcontracts the sinking, drilling, boring or digging of cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, one Elevator Constructor Mechanic shall be employed by the Company to supervise and assist in any and/or all work related to sinking, drilling, boring or digging of the cylinder well including the installation of the casing whether its sections be welded, screwed or riveted or by any other method joined.

(c) It is agreed that the work performed by the subcontractor shall be strictly limited to work in connection with the digging of the hole and the installation of the casing. It is understood that the Company will have the preceding sentence inserted in his contract with the subcontractor.

(d) The Company shall have the Elevator Constructor Mechanic on the job at the time

the subcontractor arrives on the job for the drilling of the hole and during the entire time the subcontractor performs any work in connection with the drilling of the hole including the setting up and/or assembly and disassembly of the rig.

(e) If the Company violates the requirement defined in Par. (d) it shall be assessed and pay as liquidated damages a sum equal to double the total compensation of the Elevator Constructor Mechanic in the area for the number of hours an Elevator Constructor Mechanic should have been on the job and was not on the job in the sinking, drilling, boring or digging the cylinder well. This liquidated damage shall be paid by the Company to the said jointly administered trust fund.

In the case of a second offense, the liquidated damages shall be computed on the same basis as the first offense, except that the amount shall be tripled instead of doubled; for the third and subsequent offenses during the term of this Agreement, the liquidated damages shall be \$500 more than the second offense.

The Company's Regions shall constitute separate areas for the counting of repeated violations by the Company and only violations in the same district shall be counted for the purpose of imposing graduated penalties.

(f) Should a work stoppage or strike occur because of a dispute over the application or

interpretation of this paragraph none of the foregoing penalties will be imposed.

Par. 5.

(a) Where heavy material is to be hoisted or lowered outside of the structure, a derrick, crane or material hoist can be used under the supervision of Elevator Constructors in the employ of the Company. Heavy material under subparagraph (a) is confined to machines, controllers, generators, trusses, or sections of trusses, plungers and cylinders. (Where multiple sections of cylinders and plungers are used, they shall be connected in the field by Elevator Constructors. Exception: the Company's multiple sections of cylinders may be connected either in the field or factory up to thirty-eight (38) feet in length; where multiple sections of plungers are used, they shall be connected in the field by Elevator Constructors.) In addition to the foregoing, the Company shall have the right to utilize derricks, cranes or a material hoist to hoist or lower tools of the trade, gang boxes, welders, air and gas tanks, cutting torches, material handling equipment and safety equipment.

(b) Where conditions are such that the following heavy material can be hoisted up the hoistway, it shall be hoisted by the Elevator Constructors. Where conditions are such that the following heavy material cannot be hoisted up the hoistway, it can be hoisted with

a crane or material hoist under the supervision of Elevator Constructors. Heavy material under subparagraph

(b) is confined to beams, sheaves, bundles of rails and preassembled landing door entrances.

(c) The above heavy material in subparagraphs (a) and (b) shall be hoisted separately with the exception of plungers and cylinders, rails, beams, preassembled landing door entrances and where conditions warrant machines with beams, which may be hoisted together.

(d) All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane.

Par. 6. The wrecking or dismantling of elevator plants shall be performed by Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics. It is understood and agreed that the Union reserves the right to refuse to install any new elevators in any plant where the wrecking or dismantling of the old elevator plant has been done by other than Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics. Before the local union shall refuse to install a new elevator, such action must be first approved by the

International. Elevator plants as referred to in this paragraph are understood to include elevators, escalators, moving stairways, dumbwaiters, moving walks and all other equipment coming under the jurisdiction of the Elevator Constructor.

Par. 7. Where Elevator Constructor Mechanics are not available to lay car floor covering, it is agreed that the Company may employ others to do this work.

Par. 8. Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdictions of local unions at the option of the Company. Inserts may be set by others outside of the primary jurisdictions of local unions where a full day's work cannot be provided.

Par. 9. No restrictions shall be imposed as to methods, tools, or equipment used.

Par. 10. It is agreed that the work specified in Article IV has always been performed exclusively by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in the employ of the Company at the site of the installation. It is agreed that effective July 9, 1977, the work specified in Article IV that is performed exclusively by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics may be performed at the

site of the installation or at another assembly point provided that (1) the assembly point is not in or adjacent to the Company's manufacturing facility, (2) the assembly point is within the primary or secondary jurisdiction of the local union in whose jurisdiction the site of installation is located, and (3) the work is performed by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics of the local union in whose jurisdiction the site of installation is located. If the site of installation is located outside the jurisdiction of a local union (in open territory), it is agreed that (1) the assembly point must be within twenty-five (25) miles of the site of installation, (2) the assembly point is not in or adjacent to the Company's manufacturing facility, and (3) the work is performed by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics from the local union who ordinarily perform work for the Company in the vicinity of the site of the installation. The unloading and handling of all equipment coming under the jurisdiction of the Elevator Constructor at an assembly point shall be performed in accordance with Par. 2(a) of this Article.

Par. 11.

(a) All differences and disputes concerning Article IV or Article IV(A) shall be settled in accordance with the grievance procedures in Article XV.

(b) While any question or dispute pertaining to Article IV or Article IV(A) is being processed the Company, where possible, shall assign the employees work other than the work in dispute. Where the work has progressed to a point where it is not possible to perform work other than the work in dispute, then the employee shall perform the disputed work pending final resolution as provided herein.

ARTICLE IV(A)

Systems, Modular and Industrial Structures

Par. 1. Systems Building. Systems, modular, industrialized or similar structures are those whose superstructures and components are pre-assembled in sections, rooms, or floors, in whole or in part, in areas adjacent to or remote from the permanent site of the structure. The erection and assembly of elevator components in building modules is to be done by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics whether the assembly site is adjacent to the job or remote from the job. Where the Company has a choice or selection of the assembly site, such sites are to be mutually agreed upon by the General President of the International Union of Elevator Constructors and the Company. It is understood that if members of

one local perform part of such work at an assembly site remote from the permanent job site, members of the local covering the permanent job site will perform the remainder of the work. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics so that the jurisdiction of the Elevator Constructor as related to any other Building Trade, shall remain intact as outlined in the latest "Green Book" or "Plan for Settling Jurisdictional Disputes, Nationally & Locally" or its successor as approved by the Building & Construction Trades Dept., AFL-CIO.

Par. 2. The work to be done by Elevator Constructors is as follows:

(a) The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.

(b) Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.

(c) Connect electric traveling cables to either car, controller or half-way junction box. The connections to be prepared and/or made at both ends of assembly site.

(d) Shackle hoist, compensating and governor cables and pre-connect to car or counterweight hitches.

(e) The setting of templates.

(f) The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.

(g) All foundations, either of wood or metal, that should take the place of masonry.

(h) The installation and aligning of guide rails in hoistway modules.

(i) Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.

(j) Install corridor side operating and signal devices.

(k) Install hoistway wiring.

(l) Install all elevator equipment and devices in hoistway and hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.

(m) The operating of temporary elevators.

(n) The installation and aligning of all pistons and cylinders on hydraulic elevators.

(o) Landing door entrances.

Unloading, handling, hoisting and lowering of material covered in (a) through (o) will be performed under the supervision of Elevator Constructors.

Par. 3. Nothing in this Article is intended to change the practices either party has previously enjoyed in erection of elevators in con-

ventional type buildings as related to Article IV.

ARTICLE V

Wages

Par. 1. The rate of wages to be paid to Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics shall be determined in accordance with the following schedule. Effective January 1, 2018 and every twelve (12) months thereafter, during the term of this agreement, each local's existing total package shall be increased according to the following schedule:

1st Year Gross Increase	3.28%
2nd Year Gross Increase	3.28%
3rd Year Gross Increase.	3.28%
4th Year Gross Increase.	3.28%
5th Year Gross Increase.	3.28%

Par. 2. Subtracted from the gross increase shall be the credits agreed upon in Par. 3 below. The remainder shall be the wage rate increase for the Elevator Constructor Mechanics in that Local.

Par. 3. The amounts of credits for wage rate increases effective January 1, 2018 and every twelve months thereafter shall be as follows:

Current Wage Rate Amount Contribution Level \$31.885	Fringe	Total
January 1, 2018	\$1.12	\$33.005
January 1, 2019	\$1.12	\$34.125
January 1, 2020	\$1.12	\$35.245
January 1, 2021	\$1.12	\$36.365
January 1, 2022	\$1.12	\$37.485

The above gross increases will be reallocated and the above credit amounts increased or decreased accordingly after the effective date of this Agreement by whatever different amounts, if any, the Union, at its discretion, determines are necessary to fund the Health Plan, the Pension Plan, Education Fund, the Annuity Fund and Elevator Industry Work Preservation Fund by modifying the hourly contribution rate up to twenty five (\$.25) cents per fund per year, provided that this reallocation cannot be used to increase the wage rate.

Par. 4. Subtracting the credits from the gross increases yields the following wage rate increases for the Elevator Constructor Mechanic:

1st, 2nd, 3rd, 4th, 5th

Year Wage Rate

Increase Subtract the \$1.12 per hour
fringe contribution in-

crease from the computed total package percentage, and the result will be the wage rate increase for the Elevator Constructor Mechanic.

Par. 5. The wage rate for the Elevator Constructor Helpers shall be seventy (70) percent of the Elevator Constructor Mechanic's rate.

Par. 6. The wage rate for Elevator Constructor Apprentices shall be the progressive scale of wages set forth below, and those progressive elevations shall become effective the next full pay cycle following September 1st, commencing September 1, 2003 and each year thereafter:

Probationary Apprentice, (0-6months): 50% of Mechanic's Rate.

First Year Apprentice, 55% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement. (This shall include months 7-12 of the Probationary period).

Second Year Apprentice, 65% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Third Year Apprentice, 70% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Fourth Year Apprentice and Assistant Mechanic, 80% of Mechanic's Rate, plus fringe

benefits as provided by the collective bargaining agreement.

Par. 7. When four (4) or more men, including the Elevator Constructor Mechanic-In-Charge, are employed on new construction or modernization jobs, the Elevator Constructor Mechanic-In-Charge of the job shall have his hourly rate increased 12-1/2% for all hours worked.

Par. 8. The gross increases set out in this Article shall apply to all Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics engaged in construction, repair, modernization and contract service work, as defined and covered in this Agreement.

ARTICLE VI

Holidays

Par. 1. The following shall be designated as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

Par. 2. In addition, each local may retain established unpaid holidays already agreed upon by past procedure or observed by local building

trades councils or declared by State or National Governments. Any new Federal holidays such as President's Day and Columbus Day are not to be considered as paid or unpaid holidays unless previously celebrated by the parties to this Agreement.

Par. 3. To be eligible for a paid holiday, an employee must have been on the Company's payroll within the calendar week, Sunday to Saturday inclusive, previous to the week in which the holiday occurs. "On the payroll" means that an employee must have performed actual work or have been on an authorized paid vacation. If an employee desires to extend his vacation beyond the earned paid vacation period, such extension of that time shall not be considered as "on the payroll."

Par. 4. The holiday provisions of this Article shall apply to all Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics engaged in construction, repair, modernization and contract service work as defined and covered in this Agreement.

Par. 5. Eligible employees shall be paid for the regular workday and the paid holidays enumerated in Par. 1 at the regular straight time rate of the classification worked prior to the observance of the holiday. The rate of pay for

all work performed on paid holidays shall be at the double time rate in addition to the holiday pay. Any unpaid holidays observed as provided in Par. 2 shall be without pay, but if worked shall be double time rate.

Par. 6. When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

Par. 7. The Company shall not lay off or terminate an employee to circumvent holiday pay as provided herein.

Par. 8. Employees who work on a holiday that falls on a Saturday or Sunday and that holiday is observed on a Friday or Monday, respectively, shall be paid at the specified overtime rates for work performed on Saturdays or Sundays. (i.e., if July 4th falls on Saturday it will be celebrated on Friday, July 3rd. Work performed on July 3rd will be double time (2X) and work performed on July 4th will be paid at the specified overtime rate).

ARTICLE VII

Construction Work

Par. 1. Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article IV and Article IV (A) of this

Agreement, except general repairs and modernization as defined in Article VIII and VIII (A). It is hereby agreed that all Construction Work as above defined shall be performed exclusively by Mechanics, Helpers, Apprentices and Assistant Mechanics.

Par. 2. It is agreed that the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M., and 5 P.M., five (5) days per week, Monday to Friday, inclusive. Hours of work at each job site shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement as provided in Article XXVI). If the general contractor shuts down operations on a day not recognized as a holiday under this Agreement, the Company shall make every effort to place the affected employees on other work for that day.

Par. 2A. Upon written notification to the Local Business Representative, the Company may establish hours worked on a job site for a four (4) ten (10) hour day workweek at straight time pay for construction work. It is agreed that the regular working day shall consist of ten (10) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., four (4) days per week, Monday to Thursday inclusive or Tuesday to Friday in-

clusive. All employees on the jobsite shall work the same four (4) ten (10) hour day workweek schedule. Any work performed on a day other than the days established for the four (4) ten (10) hour day workweek and before and after the regular working day where a four (4) ten (10) hour day workweek has been established, will be paid double the rate of single time.

When working in a per diem area, the employee shall receive per diem for all days during the established four (4) ten (10) hour day workweek, Monday to Thursday inclusive or Tuesday to Friday inclusive. When working in a per diem area and work continues on the same job site the following week, the employee shall receive per diem for all days other than the days established for the four (4) ten (10) hour day workweek, including Saturday and Sunday.

It is agreed that when a Holiday is observed on one of the established four (4) ten (10) hour day workweek days and providing the employee complies with Article VI, Par. 3, he/she will be paid ten (10) hours for that Holiday. If the Holiday is observed on any day not part of the established four (4) ten (10) hour day workweek, the employee will be paid eight (8) hours for that Holiday.

Par. 3. Work performed on Construction Work on Saturdays, Sundays and before and after

the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

Par. 4. When any four (4) of the seven (7) Atlantic City Formula Trades obtain a six (6) hour day, the Union shall work a six (6) hour day, the working day to be between the hours of 6 A.M. and 5 P.M. When sufficient Mechanics, Helpers, Apprentices and Assistant Mechanics are not available, an eight (8) hour day shall be worked. Whenever a local union obtains a six (6) hour day under this paragraph, the local union and the Company shall bargain as to the hours and overtime rates to be applied on the six (6) hour day.

Par. 5.

(a) When a majority of the Atlantic City Formula Trades (this means there must be four (4) of the seven (7) union Atlantic City trades), on a job work a shift or shifts following the day shift, the Company may work the following shifts. However, trades who perform the work as per their regular overtime rates shall not be considered as shift work.

(b) It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five (5) days per week, Monday through Friday, inclusive.

(c) The shift following the "Day Shift" shall work 7-1/2 hours between the hours of 4:30

P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours of 12:30 A.M. and 8 A.M. and receive eight (8) hours pay plus an additional 15% per hour.

Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(1) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(2) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly wage rate of his assigned shift or double the hourly wage rate of the shift on which such excess hours are performed whichever rate is higher.

(3) When the Company assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should the Company reassign an employee to another shift prior to working five (5) consecutive days, or within twenty-four (24) hours of completing a shift, the employee

shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(4) When an employee has performed work on another job and he is directed to work on a shift job within twenty-four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

(d) Any work performed on Saturday, Sunday, or a Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

(e) In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

(f) The working hours set forth in Par. 3 and Par. 4 above may be changed by mutual agreement as provided in Article XXVI.

ARTICLE VIII

Repair Work

Par. 1. Repair Work is hereby defined as general repairs on apparatus enumerated in Article IV and Article IV(A) of this Agreement. Repair work shall be exclusively performed by Mechanics, Helpers, Apprentices and Assistant Mechanics.

Par. 2. General repairs are hereby defined as follows:

Team repairs:

Renewal of all ropes.

Renewal of brake linings (except small machines).

Shortening of all hoisting and counterweight cables.

Replacement of any traveling cable exceeding 50 feet in length.

Safety test where test weights are required.

Replacement of crosshead, counterweight or deflector sheave bearings.

Rescoring of sheaves or drums.

Replacement of worm and gears.

Rebabbiting of bearings.

Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed in accordance with Appendix A, item 22.

Adjusting or readjusting using test weights.

Realigning guide rails.

Replacing crossheads, stiles, safeties or equalizers.

Hoistway door closers with hydraulic or pneumatic checks.

All escalator and moving walk repair work must be done by a team. (Exception Article IX, Contract Service Work, call-backs and examination may be done by one person if there is no factor of safety).

Exception to above: Residence elevator as described in A.S.M.E. A17.1 code which shall be one person.

One man repairs:

Installing sound isolation.

Replacement of door hangers (except for freight bi-parting doors).

All door closer work (except for freight bi-parting doors).

Rewiring car switches, governors and selectors or any other apparatus in the car.

Refastening guide rails.

Replacing or repairing car floor covering.

Rewiring or reinstalling limit switches.

Replacing automatic rail or track oilers.

One or Two Man Repairs:

Armature repairs.

Renewing of car shoes or roller guides.

- Repairs to cab or car gate.
- Renewal of motor bearings.
- Replacing thrust bearings.
- Rewiring controllers.

Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team):

- Proximity devices (door protection only).
- Emergency lighting (battery chargers and lights).
- Braille Plates.
- Telephones/Communication Devices (with existing wiring and box in place).
- Fixture Cover Plates (no wiring).
- Key switches/Security devices (with existing wiring, excluding full Fireman's Service Operation).
- Controller Wiring Changes (minor changes).
- Fixture Replacement (in existing locations only).
- Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.
- The replacement of equipment on existing elevator installations.
- Other repair work assignments not listed above may be one man assignments providing there is no factor of safety involved.

Par. 3. When escalators are prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less), the work shall not be classed as repair work.

When escalators are prepared and/or disassembled for cleaning, etc., purposes as mentioned above, and any replacement and/or repairs requiring more than one (1) hour, only the replacement and/or repairs shall be classed as repair work.

When escalators are prepared and/or disassembled primarily for replacement and/or repairs, all work shall be classed as repair work.

Par. 4. When men who are employed on contract service work perform any of the repair work listed above during hours other than between 6 A.M. and 6 P.M., Monday to Friday, inclusive, it shall be paid for at double the rate of single time. (Exception: employees performing one man repair while on call-backs shall be paid at 1.7 times the single time rate).

Par. 5. It is agreed the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. All other working time shall be classed as overtime and paid for at double the rate of single time.

ARTICLE VIII(A)

Modernization Work

Par. 1. Modernization work is hereby defined as any and all work performed on apparatus enumerated in Article IV and Article IV(A) in any existing or occupied building, to bring equipment up to date, including general repairs which are a part of a modernization job. Installation in existing unused hoistways shall be considered construction work unless such installation is part of modernizing an existing elevator or an entire group. However, a job which both the machine is changed out and the rails are removed or the machine is converted to a different type (e.g., hydro to traction, traction to hydro, traction to traction, drum to traction, drum to hydro, hydro to hydro) and all new rails are installed shall be construction work. An escalator modernization shall be defined as the replacement of any or all components except the truss including general repairs which may be a part of a modernization job. Any other general repairs and contract service work shall be excluded from this Article. Modernization work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics.

Par. 2. It is agreed the regular working day shall consist of eight (8) hours worked consecu-

tively with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. All other working time shall be classed as overtime and paid for at double the rate of single time.

Par. 2A. Upon written notification to the Local Business Representative, the Company may establish hours worked on a job site for a four (4) ten (10) hour day workweek at straight time pay for modernization work. It is agreed that the regular working day shall consist of ten (10) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., four (4) days per week, Monday to Thursday inclusive or Tuesday to Friday inclusive. All employees on the jobsite shall work the same four (4) ten (10) hour day workweek schedule. Any work performed on a day other than the days established for the four (4) ten (10) hour day workweek and before and after the regular working day where a four (4) ten (10) hour day workweek has been established, will be paid double the rate of single time.

When working in a per diem area, the employee shall receive per diem for all days during the established four (4) ten (10) hour day workweek, Monday to Thursday inclusive or Tuesday to Friday inclusive. When working in a per diem area and work continues on the same job site the following week, the em-

ployee shall receive per diem for all days other than the days established for the four (4) ten (10) hour day workweek, including Saturday and Sunday.

It is agreed that when a Holiday is observed on one of the established four (4) ten (10) hour day workweek days and providing the employee complies with Article VI, Par. 3, he/she will be paid ten (10) hours for that Holiday. If the Holiday is observed on any day not part of the established four (4) ten (10) hour day workweek, the employee will be paid eight (8) hours for that Holiday.

Par. 3. Upon notification to the Local Business Representative or to the Regional Director, if the modernization job is outside the jurisdiction of a local union, the Company may establish shift work. Shift work shall not be permitted except in cases where at least two (2) shifts per day are established for at least five (5) or more consecutive days including Saturday, Sunday, or Holiday when worked. One of the shifts must be the "Day Shift" as defined in Par. 4 below. When special circumstances exist, such as production or operation needs of the customer, a second and third shift will be worked without any day shift when the Company and the Local Business Representative or Regional Director, if the modernization job is outside the jurisdiction of the local union, have mutually agreed that one of the

two (2) shifts does not have to be the "Day Shift."

Par. 4. It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five (5) days per week, Monday through Friday, inclusive.

Par. 5. The shift following the "Day Shift" shall work 7-1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours 12:30 A.M. and 8 A.M. and shall receive eight (8) hours pay plus an additional 15% per hour.

Par. 6. Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(a) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(b) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly wage rate of his assigned shift or double the hourly

wage rate of the shift on which such excess hours are performed whichever rate is higher.

(c) When the Company assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should the Company reassign an employee to another shift prior to working five (5) consecutive days, or within twenty-four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(d) When an employee has performed work on another job and he is directed to work on a shift job within twenty-four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

Par. 7. Any work performed on Saturday, Sunday, or Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

Par. 8. In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

Par. 9. The working hours set forth in Par. 4 and Par. 5 above may be changed by mutual agreement as provided in Article XXVI.

ARTICLE IX

Contract Service

Par. 1. Contract Service is hereby defined as any contract obtained by the Company for regular examination or care of apparatus enumerated in Article IV and Article IV(A) of this Agreement and general repairs as indicated in Article VIII, Par. 2 for a period of not less than one (1) month. Contract Service Work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics.

Par. 2. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in contract service work. The Helper, Apprentice or Assistant Mechanic when working with the Mechanic shall perform all work assigned to him by the Mechanic.

A 70% Helper, a second year Apprentice, third year Apprentice, fourth year Apprentice or Assistant Mechanic may work alone under the general supervision of the Mechanic in his assigned district provided such Helper or Apprentice is met on the first job daily. The requirement to meet on the first job daily shall not apply to the Assistant Mechanic provided that he/she shall notify the office and the Mechanic when starting the first job daily. The Helper, Apprentice or Assistant Mechanic shall notify the office and the Mechanic when changing jobs and at the completion of the work day.

When working alone the Helper, second year Apprentice, third year Apprentice, fourth year Apprentice or Assistant Mechanic shall perform only oiling, cleaning, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a Helper, Apprentice or Assistant Mechanic perform any other work or function normally performed by Mechanics. The word "District" means the regular contract service route of the Mechanic or Mechanics to whom the Helper, Apprentice or Assistant Mechanic has been assigned that day.

Par. 2A. When the Company obtains a contract that requires a Mechanic and Helper, Appren-

tice or Assistant Mechanic to be on the job and/or in a building at all times during the regular weekly working hours, such Helper, Apprentice or Assistant Mechanic shall not be considered as part of the two (2) to three (3) agreement mentioned above, provided no Probationary Helpers or Probationary Apprentices are assigned to such regularly scheduled work.

Par. 2B. Where a Local Office has contract service work requiring more than two (2) Elevator Constructor Mechanics full time, the third Elevator Constructor employed in that office may be a Helper, Apprentice or Assistant Mechanic. A 70% Helper, second year Apprentice, third year Apprentice, fourth year Apprentice or Assistant Mechanic may work alone under the general supervision of the Mechanic in his assigned district provided such Helper or Apprentice is met on the first job daily. The requirement to meet on the first job daily shall not apply to the Assistant Mechanic provided that he/she shall notify the office and the Mechanic when starting the first job daily. The Helper, Apprentice or Assistant Mechanic shall notify the Mechanic when changing jobs and at the completion of the workday. When working alone such Helper, second year Apprentice, third year Apprentice, fourth year Apprentice or Assistant Mechanic shall perform only cleaning, oiling, greasing, painting, replacing of combplate teeth, relamping and

fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a Helper, Apprentice or Assistant Mechanic perform any other work or functions normally performed by Mechanics. The word "District" means the regular contract service route of the Mechanic or Mechanics to whom the Helper, Apprentice or Assistant Mechanic has been assigned that day. The phrase "Local Office" as mentioned in this paragraph means Local Representatives, Resident Mechanics, etc. performing contract service work as defined in Par. 1 of this Article, in a city outside the primary of a local union. (Local Representatives, Resident Mechanics, etc., as referred to above, shall be permitted to do one man or as a member of a team, team repairs, in accordance with Article VIII, Par. 2), and, as a member of a team, ADA modernization and unloading of construction material. However, where a local office is located within a zoned or per diem area of a local union, the employee(s) assigned to such office shall be paid expenses in accordance with the Local Travel and Expense Agreement when performing work, as a member of a team, team repairs, ADA modernization and unloading of construction materials.

Inasmuch as Local Representatives are on-call for extended periods of time, they shall,

upon request, receive a minimum of six (6) weekends per year when they are relieved of their on-call obligation. These weekends are in addition to their accrued vacation. The Local Representative must give fourteen (14) calendar days notice before each requested weekend off.

Par. 2C. Upon reasonable request of the International Office of the IUEC, the Company shall make available to the properly designated International Representative the information necessary to determine that all employees in a service office are being treated relative to wages, hours worked, straight time and overtime hours paid, Pension and Health Benefit Plan payments in accordance with the NEBA Agreement.

Par. 3. It is agreed the regular working day shall consist of eight (8) consecutive work hours, with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. Any Mechanic, Helper, Apprentice or Assistant Mechanic assigned regular hours beginning before 8 A.M. or ending after 5 P.M. shall be so assigned for a five (5) consecutive working day increment. It is agreed that for business reasons of the Company or personal reasons of the affected employee, the Company and the local union may modify these times.

It is agreed that in order for call-backs to be answered in downtown business areas or similar business areas, the Company may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours not to extend beyond 6:30 P.M. For all such work beyond his regularly established working hours the Mechanic or Mechanics shall be paid at the rate of time and one-half. Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call-back extends beyond 6:30 P.M., the man or men shall receive applicable travel time and travel expense home. Where a paid or non-paid holiday occurs, Monday through Friday, inclusive, the work performed on Saturday during the week in which any holiday occurs shall be time and one-half the single time rates.

Par. 4. Work performed on Sundays shall be classed as overtime and paid for at the rate of double time (2x). All other time worked before and after the regular working day or in excess of eight (8) consecutive work hours with an unpaid lunch period and on Saturdays shall be at the rate of time and one-half.

Par. 5. Call-backs on contract service on overtime, except Sundays and holidays, shall be paid for at the rate of 1.7 times the rate of single time.

Par. 6. Call-backs on contract service on Sundays and holidays shall be paid for at double the rate of single time.

Par. 7. On contract service where the Company has a contract in one building only or adjacent buildings, for the examination and care of enough elevators to warrant keeping a man or men working continuously for sixteen (16) hours, the Company may establish a shift (s) from 5:00 pm to 12:00 am or 12:00 am to 7:00 am. Pay for this work will be eight (8) hour's pay for seven (7) hours worked at the regular rate of pay. Saturday, Sunday, and Holidays are classed as overtime and paid at the overtime rate. For the sixteen (16) hour calculation the seven (7) hour shift will be counted as an eight (8) hour shift.

Par. 8.

(a) Employees engaged in contract service work agree they will respond to call-backs outside of their regular work hours. The Company, the local union, and the employees shall meet and cooperate in establishing a call-back system, which will cover such issues as a list of employees available on designated dates to respond to overtime call-backs, the number of employees on call-back at any given time, replacements for vacations and holidays, and trading of on-call duty. In the event the local union, the employees, and the Company can-

not agree on the establishment of the call-back system, the Company and the IUEC will meet to establish the system.

Travel time from home to job and from job to home on overtime call-backs (starting after regular working hours and terminating before start of regular working hours) shall be paid for at the same overtime rate applying to the work. Travel expenses on overtime call-backs shall be paid as agreed in Local Expense Agreements.

When consecutive overtime call-backs occur, the employee shall receive the applicable overtime rate and travel expenses from home to job, from that job to one or more other jobs and then back home.

Men called out before the regular working hours shall receive the applicable travel time and travel expense from home to job. (Exception: The Company may call and instruct men to report to any given job at his regular starting time on his route in the primary.)

When call-backs made during regular working hours extend into overtime and the employee is authorized to continue work, he shall receive the applicable travel time and travel expense home.

(b) Employees who are designated to be available for overtime call-backs pursuant to paragraph (a) above, or who are called out before the regular working hours, or who are on call-backs that extend into overtime, shall be

entitled to and receive such compensation as described below during the period of time that such employees are responding to call-backs outside of their regular hours of work:

The rate of pay for overtime call-backs shall not be less than 1.7 times the straight time rate of pay.

The premium pay described above is made in lieu of standby pay and in recognition of the fact that contract service employees agree to make themselves available for overtime calls.

(c) It is understood and agreed that employees who are available to respond to overtime call-backs are waiting to be engaged (as defined by the Fair Labor Standards Act) by the Company. Employees who are waiting to be engaged are free to participate in personal activities; are not required to remain at home, at the Company's premises or any other specified location during the period that they are on-call. Employees who are "on-call" may leave the location they have indicated as the place of their primary contact. However, such employees will be available for callout by either leaving another phone number where they can be contacted or by carrying on their person a communication device such as a pager, cellular telephone, two-way radio, or other such communication device which enables the Company to contact them.

ARTICLE X

Designation of Helper's, Apprentice's and Assistant Mechanic's Work and Qualifications

Par. 1. It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper, Apprentice or Assistant Mechanic may perform under the direction of a Mechanic. A Helper, Apprentice or Assistant Mechanic certified to weld shall be paid Mechanic's rate when performing welding, (excluding tack welding). However, Helpers, Apprentices and Assistant Mechanics on contract service work are subject to the provisions of Article IX.

Par. 2. The total number of Helpers, Apprentices and Assistant Mechanics employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper, Apprentice or Assistant Mechanic may be employed for the first two teams and an extra Helper, Apprentice or Assistant Mechanic for each additional three teams. Further, the Company may use as many Helpers, Apprentices and Assistant Mechanics as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on ex-

isting elevator installations, the Company may use two Helpers, Apprentices or Assistant Mechanics to one Mechanic.

Par. 3. A newly-hired employee without previous mechanical experience shall be classified as a Probationary Apprentice and shall work as a probationary employee for a period or periods totaling twelve (12) months within the aggregate period of not more than eighteen (18) months.

The Company and the Union shall have the privilege of testing the ability of Probationary Apprentices during this twelve (12) month period. If they agree that the Apprentice during this probationary period does not display sufficient aptitude to become a first year Apprentice he/she shall be discharged at any time during the probationary period as stated above.

Probationary Apprentices shall advance from the fifty (50) percent wage rate to the first year Apprentice's wage rate upon completion of six (6) months in the elevator industry provided such Probationary Apprentices have worked a minimum of one hundred (100) hours in each thirty (30) day period during the six (6) months. The first year Apprentice wage rate shall be effective at the beginning of the next weekly pay period following completion of the six (6) months.

It is understood that Probationary Apprentices during the probationary period above set

out may be discharged or laid off at any time with or without cause and no reason need be assigned therefore, and no such discharge shall be construed as a grievance. The probationary period may be worked with more than one employer provided such employer has a labor contract with the IUEC, and the period of twelve (12) months probation may cover an aggregate period of not more than eighteen (18) months. A month shall be deemed worked when the Probationary Apprentice completes one hundred (100) hours in any thirty (30) day period.

Par. 4. An Apprentice may work as a Temporary Mechanic provided he/she has completed a minimum of his/her first year Apprenticeship requirements, and other requirements for Temporary Mechanics prescribed from time to time by NEIEP, and upon agreement of the Employer and the Union Representative, or Regional Director if he/she works outside the jurisdiction of the Local Union, and at the same scale as a regular Mechanic. Those selected first will be Apprentices who have completed all of their Apprenticeship training and are waiting to take the Mechanic's Exam and/or Assistant Mechanics. Those selected second will be Apprentices who have completed all of their training and failed the Mechanic's Exam and are actively participating in the educational program, they must maintain

attendance and passing requirements mandated by NEIEP. Those selected third will be fourth year Apprentices and those selected fourth will be third year Apprentices, followed by finally second year Apprentices and/or Helpers. Employers may select Apprentices, Assistant Mechanics and Helpers in its employ to work as Temporary Mechanics under the provisions of this paragraph if there are no qualified Mechanics available in that Local. Apprentices, Assistant Mechanics and Helpers serving as Temporary Mechanics will be put back to Apprentice, Assistant Mechanic or Helper status when their temporary assignment is completed or within fifteen (15) working days of when the Employer is notified there is a qualified Mechanic available whichever comes first. The order for putting back Temporary Mechanics to Apprentice, Assistant Mechanic or Helper status will be in reverse order; 1) second year Apprentices and/or Helpers, 2) third year Apprentices, 3) fourth year Apprentices, and 4) Apprentices who have completed all their training and failed the Mechanic's Examination and are actively participating in the educational program and finally Apprentices who have completed all of their Apprenticeship training and are waiting to take the Mechanic's Exam and/or Assistant Mechanics.

In order to administer this procedure, NEIEP will provide to the Company on a semi-

annual basis a listing of all the Employer's eligible Apprentices and Helpers and the education they have completed.

It is agreed that the withdrawal of or failure to issue a Temporary Mechanic's card will not be used by the Union to advance its position with respect to a dispute unrelated to this paragraph of Article X.

No Apprentice may qualify or be raised to the capacity of Mechanic until he/she has worked for a period of three (3) years in the elevator industry, has successfully completed the required NEIEP courses, has been certified by NEIEP that he/she has completed the necessary "on the job" training and has passed a Mechanic's Examination administered by the NEIEP Director's Office. Such examination shall only be administered by NEIEP no more or no less than once every twelve months in each local. The National Elevator Industry Education Program has developed and will periodically update a standardized Mechanic's Examination which will be used in each local. An Apprentice who has successfully passed a Mechanic's Examination shall become a Mechanic no later than sixty (60) days after the date the examination results are posted on the NEIEP website. Each Employer will be entitled to receive the results of its respective employees only. Should he/she fail to qualify, he/she cannot again take the Mechanic's Examination for a period of one (1) year.

Par. 5. Employees who enter the Military Service shall, upon re-employment, be accorded all rights provided by law.

Par. 6. Upon completion of the required classroom education program and mandatory on-the-job training (OJT) hours, all fourth (4th) year Apprentices shall sit for the NEIEP Mechanic's Exam. Those who pass the exam are elevated to the status of Mechanic, as referred to in Article X, Par. 4.

Those who do not pass the Mechanic's Exam, upon completion of the required classroom education program and mandatory on-the-job training (OJT) hours shall continue to be classified as a fourth year Apprentice so long as they continue to participate in the NEIEP education program and sit for each annual Mechanic's Exam.

Par. 7. There shall be a classification to be known as "Assistant Mechanic" and Mechanics may be employed as Assistant Mechanics in accordance with Article XXII and the following:

(a) The wage rate for the Assistant Mechanic shall be identical to that of a fourth year Apprentice.

(b) The Mechanic, the Mechanic's Business Representative and the Employer signify their agreement to employ an Assistant Mechanic by executing the document attached

hereto and identified as "Attachment A". No other agreement is required nor shall any other agreement be recognized by the Parties; and

(c) When electing Assistant Mechanic status, the Mechanic agrees that he/she shall not be eligible to work as a Mechanic for a twelve-month period except as provided herein. The Agreement may again be renewed at the end of the twelve-month period. An Assistant Mechanic can be elevated to Mechanic status during that 12 month period should his/her employer offer the Assistant Mechanic a permanent Mechanic's position. If the Assistant Mechanic chooses to accept such position, the signed Assistant Mechanic agreement will be rendered void and should the Mechanic become unemployed he/she cannot enter into another agreement until the 12 month time period of their Assistant Mechanic agreement expires.

(d) An Assistant Mechanic can become a temporary Mechanic should his/her current employer choose to employ the Assistant Mechanic as a Mechanic for a period not to exceed any ninety (90) day period at the appropriate Mechanic's wage rate. Should an assignment as Mechanic exceed ninety (90) days, then the Mechanic shall not be eligible to return to Assistant Mechanic status and "Attachment A" shall be considered void. An Assistant Mechanic can only be considered for a Tempo-

rary Mechanic position provided there are no available Mechanics on the Local's out of work list.

ARTICLE XI

System of Payment

Par. 1. It is agreed that all Mechanics, Helpers, Apprentices and Assistant Mechanics shall be paid weekly by check, which shall be sent to any address they elect to designate other than the Company's address. Mechanics, Helpers, Apprentices and Assistant Mechanics shall be given the option to be paid by direct deposit or by direct mail. However, there shall be no obligation on the part of any employee or the Company to participate in the direct deposit/direct mail program and no discrimination against either one if either should elect not to participate. Once enrolled, an employee in direct deposit/direct mail program may elect to discontinue enrollment by giving the Company ten (10) working days written notice. Should a change to a time ticket be required, the Company shall notify the Mechanic and/or Helper, Apprentice or Assistant Mechanic in writing of the reason for such change within five (5) working days.

Mechanics, Helpers, Apprentices and Assistant Mechanics shall be paid by voucher on the next regular work day following the em-

ployee's regular pay day if the employee does not receive his regular pay check.

It is further agreed that in those instances where the Company is consistently unable to comply with the provisions of this paragraph, the Company shall pay each employee on the job or at the office on company time by cash or by check.

Par. 2. Elevator Constructors shall receive at the time of weekly payment, a check stub containing the following information:

1. Employee's name and some form of identification number other than the full social security number.

2. Total hours worked-regular and overtime, accumulative.

3. Total wages-weekly and accumulative.

4. Federal income taxes withheld.

5. FICA taxes withheld.

6. Health Benefit Plan & Pension deductions weekly and accumulative.

7. Any other authorized or legitimate deductions.

8. Vacation Pay and PTO-weekly and accumulative in amount of money.

9. Annuity contributions-weekly and accumulative in amount of money.

10. 401(k) deductions-weekly and accumulative in amount of money.

At the time of weekly payment, at the employee's request, the Employer shall also pro-

vide the employee with a document, in writing, reporting the time the employee submitted to his Employer for that payment regardless of whether the employee submitted his time on paper, electronically, or by any other medium.

Should the Company's payroll and/or accounting department experience a short work week due to a holiday or any other reason, the Company shall make any special arrangements necessary to insure employees receiving pay on schedule.

Par. 3. The Employer agrees to deduct from an employee's wages, for each hour of work performed, the sum indicated on a voluntary check-off authorization card signed by that employee, as a voluntary contribution to NECPAC, the Union's political action fund. The amount shall be remitted by the Employer to the Union's political action fund no later than the 15th day of the month after the month the funds have been collected and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. An employee may cancel his check-off authorization in writing to the Union and the Employer at any time, and the deduction will be stopped no later than 21 days from the date of the close of the next payroll period.

ARTICLE XII

Vacations and Paid Time Off

Par. 1. The following plan is established for Vacation Pay and Paid Time Off : Vacation Pay shall accrue and be paid in accord with the provisions of this Article but shall also be used as Paid Time Off (“PTO”) and to satisfy paid leave laws, to the extent and in the manner permitted by said laws. Where any paid leave law or other governing law requires the employer to pay fringe benefits in accord with said law, the Company shall pay in addition to the Vacation Pay and PTO under this Article the fringe contributions required by this Agreement to the Funds for such hours of paid leave required by said law. The fringe contributions shall not be paid from an employee’s accrued Vacation Pay and PTO.

(a) An employee who has worked less than five (5) years in the business shall receive Vacation Pay and PTO credit on the basis of 6% of his regular hourly rate for all hours actually worked. An employee who has worked more than five (5) years in the business shall receive Vacation Pay and PTO credit on the basis of 8% of his regular hourly rate for all hours actually worked.

Vacation Pay and PTO shall begin to accrue on the first day of employment.

(b) Unless prohibited by a paid leave law, and except as provided in Par. 1. (q) of this Article,

the Vacation Pay and PTO accrued from January 1 of one year through June 30 of the same year shall be paid in full to the employee by July 15 of that year. The Vacation Pay and PTO accrued from July 1 of one year through December 31 of the same year shall be paid in full to the employee by January 15 of the succeeding year.

(c) An employee with less than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation and PTO year shall receive at least 120 hours of Vacation Pay and PTO. An employee with more than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation and PTO year shall receive at least 160 hours of Vacation Pay and PTO. The vacation and PTO year shall run from January 1 through December 31.

(d) Unless prohibited by a paid leave law, an employee with less than five (5) years of service must take all accumulated Vacation Pay and PTO up to fifteen (15) days in a calendar year. An employee with more than five (5) years of service must take all accumulated Vacation Pay and PTO, up to twenty (20) days in a calendar year.

(e) An employee shall have the option of taking any additional vacation and PTO accrued in excess of the amount stated under Paragraph 1. (d) above provided he has obtained prior approval from the Company or as permitted by any paid leave law.

(f) It is understood and agreed that work conditions must be taken into consideration when vacations are arranged. Time off for vacation shall be taken as a full complete period whenever possible. PTO for other purposes may be taken in hourly or daily increments. Employees shall provide prior notice to the Company whenever possible.

(g) Vacation Pay and PTO accrued will change from 6% to 8% on the first payroll period after the first month following completion of five (5) years in the business. These five (5) years include the six (6) months probationary period.

(h) The local union shall furnish the Company, on request, dates that Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics were first employed in the elevator industry.

(i) When an employee leaves the Company, the employee's accrued Vacation Pay and PTO as of the date of separation from the Company, shall be paid out by separate check, along with a final check on the following pay date for all hours worked.

(j) When an employee retires from the industry, the Company shall pay any Vacation Pay and PTO he is owed within thirty (30) days after his retirement provided he notifies the Company in advance and in writing.

(k) Where vacations and PTO interfere by temporarily breaking up a team, the Company shall have the right to place the extra employee to the Company's advantage. Serious interference shall be taken up with the Business Representative.

(l) Time spent outside the industry, whether or not a member of the local union, shall not count toward vacation and PTO eligibility status. An employee with at least one (1) year's service in the industry who takes time off for service in the Armed Services shall have such service time counted toward his vacation and PTO eligibility status upon return to the industry.

(m) Hours worked for the Company by a member of a local union, while outside of the jurisdiction of that local, shall count for Vacation Pay and PTO.

(n) Hours paid as holiday pay, Vacation Pay and PTO, or traveling time outside of the regular working hours are not to be counted as hours worked when computing Vacation Pay and PTO (Exception: traveling time on overtime call-backs, whether emergency maintenance or emergency repair work, shall be counted as hours worked when computing Vacation Pay and PTO).

(o) At the time Vacation Pay and PTO is paid, Federal and State taxes shall be withheld on the basis of the number of weeks of vacation and PTO or portion of a week of vacation

and PTO the accrued Vacation Pay and PTO represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of Vacation Pay and PTO.

(p) Notwithstanding any prior interpretations or awards to the contrary, vacation and PTO can be used for any reason, including any reason set forth in any applicable present or future paid leave laws. The Company shall take no action that discourages or penalizes an employee's exercise of his right to take vacation and PTO.

(q) Notwithstanding Par. 1(b), accrued Vacation Pay and PTO shall be paid at the time it is used, at the request of the employee or required by a paid leave law.

(r) The provisions of any and all paid leave laws are expressly waived by the parties to this Agreement, to the extent permitted by such laws. Additionally, should any other municipality, county, state or other governmental agency adopt a law or regulation providing for paid leave for employees of employers signatory to a collective-bargaining agreement between NEBA and the IUEC and such law or regulation permits the parties to elect a waiver of such paid leave, the parties agree that all such waivers are adopted and incorporated herein, to the extent permitted by law.

(s) For those jurisdictions that do not provide for a waiver of the paid leave law's re-

quirements, the parties to this Agreement acknowledge and agree that to the extent allowed by applicable law, the preceding provisions shall satisfy, and shall be construed to satisfy, the requirements of any and all laws or regulations requiring employers to provide paid leave to eligible employees. A Company may modify its procedures for implementing the preceding provisions to comply with any existing laws and new laws enacted during the life of this Agreement, upon prior notification to the Union and provided further that the benefits provided in the Article cannot be reduced.

ARTICLE XIII

Traveling Time and Expenses

Par. 1. When Elevator Constructors are sent outside the primary jurisdiction, but within the zoned area of the secondary, travel time and travel expense shall be paid in accordance with the Local Expense Agreement.

When Elevator Constructors are sent beyond the zoned area of the secondary jurisdiction or outside the secondary jurisdiction all travel time during the regular established work hours, Monday through Friday, inclusive, shall be paid at single time rates. Likewise, all travel time before and after the regular established work hours, Monday through Friday, inclusive, shall be paid at time and one-half rates. Fur-

ther, all travel time on Saturdays, Sundays and Holidays shall be paid at time and one-half rates (as agreed to in Article IX, Contract Service, travel time on overtime call-backs is excepted from the above). Expenses incurred on trip to be paid by the Company in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Company shall not be entitled to payment of wages or commuting expenses for time spent driving before or after the regular working hours from the employee's home to the first job site of the regular workday or driving from the last job site of the regular work day to the employee's home. (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles). This is not intended to circumvent expenses or travel time paid pursuant to Art. IX or Art. XIII and/or a Local Travel and Expense Agreement or established local practice.

Par. 2. Local Unions and NEBA Representatives are requested to establish zones within the secondary jurisdiction and traveling time and traveling expense allowances for each zone, consistent with existing arrangements.

Par. 3. When the Local Union and the NEBA Representative are unable to resolve differences regarding local travel time and travel expense agreements and presently recognized

primary and secondary jurisdiction, either party may request the General President, IUEC and the NEBA Executive Director to study the dispute. The General President, IUEC and the NEBA Executive Director, or their designees, shall entertain the request, and after investigation and study, are authorized to make recommendations to the Local Union and the NEBA Representative.

The General President, IUEC and the NEBA Executive Director, or their designees, may issue guidelines that the Local Union and the NEBA Representative may utilize in negotiating changes to and resolving disputes over local travel time and travel expense agreements.

All parties shall continue to work under the existing local travel time and local travel expense agreement for thirty (30) days from the date that NEBA and the IUEC are notified that the parties have reached an impasse. The General President, IUEC and the NEBA Executive Director, or their designees, may at their discretion extend the present Agreement for one additional thirty (30) day period.

ARTICLE XIV

Strikes and Lockouts

Par. 1. It is agreed by both parties to this Agreement that so long as the provisions herein con-

tained are conformed to, no strikes or lockouts shall be ordered against either party. It is understood that this Paragraph shall be applied and construed consistent with the provisions of Article IV, Par. 11 concerning Grievance and Arbitration procedure.

Par. 2. No strike will be called against the Company by the Union unless the strike is approved by the International Office of the International Union of Elevator Constructors. Sufficient notice shall be given to the Company before a strike shall become effective. Except in the case of Contract Service Work as specified in Article IX of this Agreement, work stoppages brought about by lawful picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Article.

Par. 3. In the event of a strike, work stoppage or lockout affecting Mechanics, Helpers, Apprentices and Assistant Mechanics on New Construction or Repair Work, men working on Contract Service shall not be affected by such strike, work stoppage or lockout, and the Union will supply competent men to the Company to do all work covered under Contract service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.

ARTICLE XV

Arbitration

Par. 1. Any difference or dispute regarding the application and construction of this Agreement, shall be referred to as a “grievance” and shall be resolved under the following procedure. Both parties commit to making an earnest effort to resolve differences in accordance with the procedure outlined below:

Par. 2. Oral Step. Any employee, local union, or the Employer with a grievance (hereinafter called the “grievant”), shall discuss the grievance with the designated Employer Representative (or Local Union Business Representative) within ten (10) working days after the cause of the grievance is known or should reasonably have been known. The Employer shall designate to each local union the Employer’s Representative(s) for the purpose of responding to grievances at this step. If the grievance is initiated by an employee, the Local Business Representative shall be present during the discussion.

Within three (3) working days after the above discussion, the Employer’s Representative shall notify the employee and the Local Union Business Representative of his disposition of the matter.

The Local Business Representative shall similarly respond to the Employer’s grievance.

Par. 3. Written Step One. If the issue remains unresolved after the conclusion of the Oral Step, the grievant, within ten (10) working days of the conclusion of the Oral Step, may submit in writing on provided forms a brief statement of the grievance, including the Article and paragraph of the Agreement allegedly violated (if known), and the remedy requested.

Within fifteen (15) working days after the written grievance is received by the Employer (or the Union), a meeting will be held to discuss the grievance. The Employer shall be represented by the Regional Field Manager, Field Employee Relations or his designee and the designated Employer Representative described in Par. 2. The union shall be represented by the IUEC Regional Director or other Representative designated by the General President and the Local Business Representative described in Par. 2.

At the meeting (or any continuation thereof agreed to by the parties), the Employer (or the Union) shall give its written answer to the grievance on the provided form. Within ten (10) working days of that disposition, the Employer or the Union shall indicate on the grievance form whether it appeals therefrom. If the grievance disposition is not appealed, it shall be final and binding on all parties.

Par. 4. Written Step Two. If the grievance is appealed it shall be placed on the agenda of a

scheduled meeting of the National Arbitration Committee. The Employer shall be represented by the NEBA Executive Director or his designee and a panel of two (2) additional Employer Representatives. The Union shall be represented by the General President or his designee and two (2) additional representatives. The General President of the IUEC (or his designee) and the NEBA Executive Director (or the Company's Director of Labor Relations), may mutually agree that a grievance that has been appealed from written step one proceed directly to Impartial Arbitration.

The National Arbitration Committee shall meet once per calendar quarter. Each party shall submit an agenda not less than seven (7) working days prior to the meeting.

The NEBA Executive Director or his designee (or the General President, IUEC or his designee) shall render a disposition of the grievance in writing at the National Arbitration Committee Meeting. If the grievance disposition is accepted, it shall be final and binding on all parties.

Par. 5. Impartial Arbitration. If the grievance is not settled by the National Arbitration Committee, the Union or the Employer, within fifteen (15) working days of the Employer's or Union's disposition as outlined in Par. 4, may appeal the grievance to impartial arbitration.

Such appeal shall take the form of a letter to the NEBA Executive Director or the General President, IUEC.

Par. 6. (a) The parties shall mutually agree upon the selection of an impartial arbitrator. If, within fifteen (15) days, the parties are unable to agree on the person to be selected as arbitrator, the parties shall jointly request to submit the matter to arbitration conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association and by an arbitrator who is a member of the National Academy of Arbitrators.

The arbitrator shall render his decision immediately upon the close of the record if the parties mutually agree otherwise the decision shall be rendered within thirty (30) days of the close of the record or the receipt of the briefs if the parties desire to file briefs. In an arbitration, either party may rely upon Articles in the Agreement other than those set forth in the original grievance form. The decision of the impartial arbitrator shall be final and binding on all parties.

(b) NEBA and the Union agree to the following program for Impartial Arbitration of grievances on a test basis. Either party may terminate the program upon ninety (90) days' written notification to the other at any time after July 8, 2014: There shall be a mutually agreed

upon designated panel of twelve (12) permanent arbitrators selected from arbitrators who have been mutually selected by both parties at least two (2) times in the last ten (10) years. Each Arbitrator selected for the panel will be provided in advance of the hearings, a written description of the industry collective bargaining history and setting, mutually agreed upon by the parties. Each party at its sole discretion may within the life of this agreement discharge one (1) permanent Arbitrator from hearing any further cases with 90 days' notice to the other party.

For grievances filed under this Agreement, NEBA and the IUEC agree that the second Wednesday and Thursday of each month will be reserved for an arbitration hearing. An arbitrator from the panel will be scheduled for the next available second Wednesday and Thursday that are acceptable to the arbitrator. Alternatively, the parties may mutually agree on a date for arbitration. If more than one grievance is to be scheduled, the grievance with the earliest filing date will be scheduled first. No grievance will be scheduled for arbitration with less than ninety (90) days' notice to the parties. The arbitrator will retain ultimate authority to schedule, postpone or continue a hearing.

Par. 7. It is understood that the arbitrator does not have the authority to add to, subtract from

or modify in any way the provisions of this Agreement.

Par. 8. Grievances of the Union or the Employer shall originate at Written Step Two by submission to the NEBA Executive Director (or the General President, IUEC). The grievance of an IUEC Regional Director shall be filed and processed beginning at Written Step One of the procedure.

Par. 9. Discharge Grievances Expedited Impartial Arbitration. Recognizing the special nature of cases involving the discharge of an employee, the parties agree that such case(s) shall be handled under the following procedure:

(a) Any discharge grievance not resolved at the Written Step One meeting may immediately be referred by either party to the NEBA Executive Director or his designee and the General President of the Union or his designee for their immediate review and discussion. Such grievance need not wait to be placed on the agenda of the scheduled National Arbitration Committee, but rather shall be discussed, either in person or by telephone, by the parties within ten (10) working days of the referral from Written Step One. The parties shall make an earnest effort to resolve their differences at this meeting, but failing such agreement, either party may request immediate, expedited impartial arbitration.

(b) Within ten (10) working days of a request for impartial arbitration by either party, the parties shall mutually agree upon the selection of an impartial arbitrator who shall be obliged to schedule a hearing at the earliest possible available date on his/her schedule where both parties are available to present their respective cases. The arbitrator shall hear the case. If the parties cannot agree on an arbitrator they will use the selection procedure in Par. 6 (b) (or Par. 6 (a), if Par. 6 (b) is no longer in effect). Post hearing briefs must be submitted within two (2) weeks of the conclusion of the hearing. The arbitrator shall render the award within two (2) weeks of the submission of briefs. Post hearing briefs may be waived by mutual agreement of the parties.

Par. 10. Compensation and expenses of the arbitrator shall be shared equally between the Employer and the Union.

Par. 11. Any of the time limits contained herein may be mutually extended by the representatives of the parties. Failure to appeal the grievance within the time limits described above without mutual agreement shall be considered an abandonment of the grievance. If a grievance is not dispositioned within the above time limits, it shall be immediately processed to the next step of the procedure.

ARTICLE XVI

Jurisdictional Territory

Par. 1. The primary jurisdiction of any local union shall include only that territory in which its members will agree to travel on their own time.

The secondary jurisdiction shall include the balance of the territory now within the jurisdiction of the local union.

Par. 2. Any change to the present jurisdiction of a local must be approved by the International Union of Elevator Constructors and the NEBA Executive Director before becoming effective.

Par. 3. The primary jurisdiction of Local No. _____ of the City of _____, relative to the wage scale and working conditions shall include the following territory: _____

The secondary jurisdiction of Local No. _____ of the City of _____, relative to working conditions shall include the following territory: _____

Par. 4. The parties agree that they meet annually and by mutual agreement more often, if necessary to discuss jurisdictional issues. The parties agree to fairly act upon justifiable written requests by Local Unions for extensions of ex-

isting jurisdictions. The Company and the IUEC shall advise a Local Union within sixty (60) days after the meeting at which the request is considered, of its disposition of the request.

When opening a Local Office the following steps shall be followed:

1. The Company shall notify the Local Business Manager/Representative when opening a new "Local Office" in a Local Union's secondary jurisdiction or open territory.

2. The Company shall bargain with the Local Business Manager/Representative or International when considering the assignment of a bargaining unit employee to a Local Office. No bargaining unit employee will negotiate directly with the Company.

3. The Company agrees to make forty (40) hours per week available to the first employee assigned to a Local Office. As each additional employee is assigned to such office thereafter, the Company agrees to make not less than thirty-two (32) hours of work available to the most recent addition and forty (40) hours per week available to all but the last employee so assigned.

4. Local Office employees will perform work per Article IX, Par. 1 and Article IX, Par. 2B.

5. Local Office employees shall not perform work in the primary of a local union unless mutually agreed to by the Company and the Local Business Manager/Representative.

6. Local Office Employees shall perform their work in accordance with the NEBA National Agreement at all times.

ARTICLE XVII

Health Benefit Plan

Par. 1. The Health Benefit Plan covering life insurance, sickness and accident benefits, and hospitalization insurance, or any changes thereto that are in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust, shall be a part of this Agreement and adopted by all parties signatory thereto.

Par. 2. The Health Benefit Plan shall be financed by mutual contribution, of Employers and Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics as provided herein. The Employer agrees to continue to pay and contribute fifteen dollars and twenty seven and one-half cents (\$15.275) for each hour of work performed by all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in its employ. The fifteen dollars and twenty seven and one-half cents (\$15.275) hourly contribution rate shall increase upon every anniversary of the wage rate change of each Local Union, in accor-

dance with the following (except as modified pursuant to Article V, Par. 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2018	\$0.15	\$15.425
January 1, 2019	\$0.15	\$15.575
January 1, 2020	\$0.15	\$15.725
January 1, 2021	\$0.15	\$15.875
January 1, 2022	\$0.15	\$16.025

Each Elevator Constructor Mechanic, Helper, Apprentice and Assistant Mechanic shall continue to contribute three and one-half cents (\$.035) per hour. Payments of said contributions by the Employer and Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics shall be in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust.

Par. 3. It is understood and agreed that the contributions provided for in Par. 2 shall be used by the Trustees to maintain the plan of benefits provided by the Health Benefit Plan to the extent that it is feasible to do so on a sound financial basis without any change in said hourly contribution rates during the term of this Agreement (except as modified by Article V, Par. 3).

Par. 4. It is understood and agreed that the decision(s) to increase or decrease the benefits provided by the Health Benefit Plan are matters committed to the discretion of the Trustees, except that the Trustees should not make any change in the plan of benefits which would result in the need for an increase in the contribution rates set forth in Par. 2. It is further understood and agreed, that the Actuary of the Health Benefit Plan shall continuously monitor the financial condition of the Health Benefit Plan and shall promptly advise the Trustees whenever in the opinion of the Actuary, it is necessary for the Trustees to modify benefits provided by the Health Benefit Plan in order to maintain the Health Benefit Plan in sound financial condition without any increase in the hourly contribution rates set forth in Par. 2. The Actuary shall report to the Trustees with respect to such matters at least once each year as soon as is feasible after the financial and actuarial information for the Health Benefit Plan as of the end of the plan year is available. Nothing in this Par. 4 shall limit the Union's authority under Article V. Par. 3.

Par. 5. In no event shall a contribution rate of the Company exceed the lowest contribution rate paid by any other contributor to the Health Benefit Plan for the type of work covered by this Agreement.

ARTICLE XVIII

Pension Plan

Par. 1. The National Elevator Industry, Inc., and the International Union of Elevator Constructors shall continue the Pension Trust Fund known as the “National Elevator Industry Pension Plan,” which is administered by a board of ten (10) Trustees, five (5) appointed by the National Elevator Industry, Inc., and five (5) appointed by the International Union of Elevator Constructors. The Board of Trustees have adopted a Declaration of Trust and Plan of Pension Benefits which shall be a part of this Agreement and binding on all parties signatory to this Agreement. The normal retirement age of the Pension Plan is sixty-five (65) years of age.

Par. 2. The Plan of Pension Benefits shall be financed by contributions as provided herein. The Company agrees to continue to pay and contribute nine dollars and forty six cents (\$9.46) cents for each hour of work performed by all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics in its employ. The nine dollars and forty six cents (\$9.46) hourly contribution shall increase upon every anniversary of the wage rate change of each Local Union, in accordance with the following (except as modified pursuant to Article V, Par. 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2018	\$0.25	\$9.71
January 1, 2019	\$0.25	\$9.96
January 1, 2020	\$0.25	\$10.21
January 1, 2021	\$0.25	\$10.46
January 1, 2022	\$0.25	\$10.71

Payments of said contributions by the Company shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall contributions by the Company exceed the lowest contribution paid by any employer contributor to the Pension Plan for the type of work covered by this Agreement performed in the same geographical jurisdiction of a given local.

Par. 3. Under the terms of this Agreement, including the agreed-upon contribution rate to the Pension Plan, it is the understanding and intention of the parties that the Trustees of the Plan, in fulfilling their duties as Trustees, will operate and administer the Pension Plan in a sound fiscal manner and in accordance with the Agreement and Declaration of Trust. It is the intention of the parties that the Trustees will annually review the applicable benefit rates of the Plan, and following such review, may increase the benefit rate to a level such

that the funding period will be fifteen (15) years or less, so that neither withdrawal liability nor an unfunded vested liability will be created and so that the Plan will remain comfortably in the “green zone” under the rules of the Pension Protection Act of 2006, that is, the Plan will stay outside of “endangered” and “critical” status as defined by the Pension Protection Act. Each year, as soon as feasible after the financial and actuarial information for the Plan as of the last day of the prior Plan Year is available, the Plan actuary shall advise the Trustees with respect to the funding of the Plan, taking into account the criteria set forth in this paragraph.

ARTICLE XVIII(A)

401 (k) Annuity

The National Elevator Industry 401(k) Retirement Plan shall have a provision added to enable the Plan to accept annuity contributions and shall be known as the Elevator Constructors Annuity and 401(k) Plan.

The Plan shall be administered by a board of ten (10) Trustees; five (5) appointed by the International Union of Elevator Constructors and five (5) appointed by the National Elevator Industry, Inc.

The Board of Trustees shall adopt a Declaration of Trust and Plan of Benefits which shall be

part of this Agreement and binding on all parties signatory to this Agreement.

The annuity benefits shall be funded by Employer contributions as follows (except as modified pursuant to Article V, Par. 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2018	\$0.65	\$6.90
January 1, 2019	\$0.65	\$7.55
January 1, 2020	\$0.65	\$8.20
January 1, 2021	\$0.65	\$8.85
January 1, 2022	\$0.65	\$9.50

ARTICLE XIX

Educational Fund

Par. 1. The National Elevator Industry, Inc., and the International Union of Elevator Constructors have established an Education Trust Fund administered by a joint board of trustees. The Educational Trust Fund known as the “National Elevator Industry Education Program” shall provide an Apprenticeship program for the education and training of Apprentices as well as a continuing education program for Elevator Constructor Mechanics. Such Fund has

been established pursuant to and in compliance with the provisions of Section 302 of the Labor-Management Relations Act, as amended.

Par. 2. The Apprenticeship program called for herein shall be for a period of four (4) years and shall in all respects conform to the regulations of the United States Department of Labor and/or applicable state Apprenticeship councils governing registered Apprenticeship programs. The pattern standards for the Apprenticeship program are set forth in the National Guidelines for Apprenticeship Standards and are incorporated herein. Through coordination with the Director of the National Elevator Industry Education Program, local committees consisting of representatives of employers signatory to this agreement and IUEC Local Unions, shall prepare and submit for approval to the applicable state Apprenticeship councils such documents as may be necessary to secure registration of the Apprenticeship program called for herein. Upon the approval of the parties hereto, such committees may alter the program of Apprenticeship set forth in the National Guidelines for Apprenticeship Standards if in their opinion such alterations are called for by applicable state law.

Par. 3. The Board of Trustees of the Education Trust Fund shall have full authority and discretion to adopt Agreements and Declarations of Trust and educational and training pro-

grams which shall become a part of this Agreement and binding on all parties to the Agreement. Individuals, Companies and Local Unions may appeal decisions of a Local Joint Apprenticeship Committee to the Board of Trustees of the Educational Trust Fund which may review, modify or set aside such decision and order relief as appropriate. This provision of this Article shall be effective to the extent permitted by applicable law.

Par. 4. The National Elevator Industry Education Program shall be financed by contributions by Employers as provided. Upon the effective date of this Agreement the Company agrees to continue to pay and contribute to such Fund sixty cents (\$.60) per hour for each hour of work performed by all Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics. The amount of the Company contribution will be as follows (except as modified by Article V, Par. 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2018	\$0.01	\$0.61
January 1, 2019	\$0.01	\$0.62
January 1, 2020	\$0.01	\$0.63
January 1, 2021	\$0.01	\$0.64
January 1, 2022	\$0.01	\$0.65

Payment of said contributions shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall contributions by the Company exceed the lowest contribution paid by any employer contributor to the Fund.

Par. 5. It is understood and agreed that if prior to any calendar year the Trustees shall advise the IUEC and NEBA that the amount of the contributions set forth in Par. 4. above are providing more than sufficient funds to finance and maintain the existing education program, then the IUEC and NEBA shall meet to discuss and agree upon whether the amount of the Companies' contributions to the Education Plan should be reduced and the wage rate of Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics increased by the amount of any agreed upon reduction.

It is also understood and agreed that if at any time the Trustees of the Education Plan shall advise the IUEC and NEBA that the Education Plan does not have sufficient funds to maintain the existing education program, then the IUEC and NEBA shall meet to discuss and agree upon whether the amount of the Companies' contributions to the Education Plan shall be increased. In no event shall the Companies' contribution exceed the lowest contribution paid by any employer contributor to the Education Plan.

ARTICLE XX

Elevator Industry Work Preservation Fund

Par. 1. The Elevator Industry Work Preservation Fund shall be funded by a contribution of thirty cents (\$0.30) per hour and continued each year thereafter for each hour of work performed by each employee covered by this Agreement to the Elevator Industry Work Preservation Fund (except as modified by Article V, Par. 3). The amount of the Company contribution will be as follows (except as modified by Article V, Par. 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2018	\$0.06	\$0.36
January 1, 2019	\$0.06	\$0.42
January 1, 2020	\$0.06	\$0.48
January 1, 2021	\$0.06	\$0.54
January 1, 2022	\$0.06	\$0.60

Except for the transfer of contributions described in Section 5 below, the monies of the Fund shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Union or Employers party to this Agreement, but shall be administered solely by the Trustees and its duly

authorized representatives for the purposes permitted.

Par. 2. The Fund shall be governed by a written Trust Agreement and administered by a Board of Trustees, in accordance with, and so provided in, the governing documents of the Fund and subsequent amendments thereto.

Par. 3. The assets of the Fund shall be used for any purpose authorized by Section 6(b) of the Labor-Management Cooperation Act of 1978 and Section 302(c)(9) of the Taft Hartley Act, 29 U.S.C. Section 186(c)(9). The Fund shall not be used for any other purpose, including a purpose which is inconsistent with the provisions of this Agreement, or used for the purpose of funding any lobbying effort or participation in any litigation, or administrative proceeding in which the Fund is seeking or supporting a result which is contrary to the interests of any Employer signatory to this Agreement, or used in connection with an organizational campaign to organize any employees of an Employer which is bound by the terms of this Agreement in a job classification other than the classifications of Elevator Constructor Mechanic, Elevator Constructor Helper, Elevator Constructor Apprentice and Elevator Constructor Assistant Mechanic.

Par. 4. No Employer signatory to this Agreement shall be obligated to provide information

to the Union or to the Fund with respect to any matter which the Fund may be reviewing or pursuing or otherwise related to the activities of the Fund, nor shall any Employer signatory to this Agreement be obligated to participate in any of the activities of the Fund in any other manner. The Trustees of the Fund shall not take any action which directly or indirectly changes any of the Articles or intent of this Agreement, nor shall any provision of this Article be construed to change the meaning or intent of any other Article of this Agreement.

Par. 5. Contributions to the Elevator Industry Work Preservation Fund will be reported on and transferred on a monthly basis using the Monthly Remittance Report to the National Elevator Industry Benefit Funds (NEIBF), which will in turn segregate and deposit the contributions to the Work Preservation Fund in that Fund's separate account.

ARTICLE XXI

Payment for Lost or Stolen Tools

Par. 1. The Company agrees that they should make every effort to provide a reasonably safe place for tools and likewise the employee shall make every effort to protect not only his own tools but also to protect the Company tools. The Company and the local union agree

to jointly reimburse Elevator Constructor Mechanics, Elevator Constructor Helpers, Elevator Constructor Apprentices and Elevator Constructor Assistant Mechanics for tools lost on the job or stolen while in transit or stolen from any vehicle being used by the employee on the following basis:

a) Up to a maximum claim of \$200, the Company will pay 75% and the local union will pay 25%.

b) On claims of more than \$200, the local union will pay \$50 with the remainder, up to a maximum of \$900, paid by the Company.

Alternatively, the Company may elect to list those tools which its employees are required to utilize. In that event the Company shall not be required to reimburse its employees for other than those tools it shall require.

Actual receipts for replacement tools must be submitted, in either case, to the local union and the Company by the Employee claiming the loss before reimbursement can be authorized. The local union and the Company reserve the right to inspect replacement tools.

ARTICLE XXI (A)

Metric Tools

When and if the Company requires the use of metric tools by an employee in the course of his

employment, the Company agrees, upon receipt from the employee, to reimburse the employee for all tools required or to provide such tools, at the Company's option.

ARTICLE XXII

Hiring, Layoffs and Transfers

Par. 1. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of employment of applicants and of preventing discrimination because of age, citizenship, disability, race, color, creed, sex, religion or national origin, the parties hereto agree to the following system of employment:

(a) The Union shall establish, maintain and keep current an open list for the employment of workmen qualified to perform the duties required. Such list shall be established, maintained and kept current on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, Union By-Laws, regulations or constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The open employment list shall be kept current and produced to each company's local office on a weekly basis or immediately upon request, by electronic means (i.e. fax or e-mail).

The open employment list must include the names, classification and home primary or subprimary. An employee who does not meet the requirements set forth in the Substance Abuse Program will be deemed unqualified and not placed on any list for referral or referred out to any company.

(b) The Company shall hire experienced Mechanics, Assistant Mechanics, Helpers and Apprentices who permanently live in the area and are seeking employment and are qualified to perform the work required by the Company before hiring a transient employee or a new inexperienced employee. An employee shall be considered a transient until he makes a showing that he is permanently changing his home and residing in the territorial jurisdiction of the local with which he has registered for referral. The employee shall verify the change by providing to the local, a motor vehicle registration and driver's license with the new address. The employee shall send the change of address to the International in order to be registered with the local for referral.

Provided the foregoing criteria are met, an employee's status as a transient shall continue for a period of six (6) months from the time he has registered with the local. When hiring an experienced Mechanic, Assistant Mechanic, Helper or Apprentice the Company shall use the Union as the first source of applicants for employment. Upon the Company's request,

the Union shall refer, on the basis set forth hereinafter, such an applicant within a period of 72 hours after such request, exclusive of Saturdays and Sundays. When seeking Apprentice applicants, the Company will utilize the list provided by the Local Joint Apprenticeship Committee. If the Union or JAC fails to refer qualified workmen within the specified period the Company may obtain workmen from any other available source. The Company has the right to reject any and all applicants referred to it by the Union. The Company, where requested by the Union, shall give, in writing, the reason for any rejection. It is further understood and agreed that if any workman is continually rejected by the Company within a local union's jurisdiction or if the Company, as a matter of practice, repeatedly rejects applicants referred by the Union, the local union Business Representative or the Company may submit the matter of rejection to the designated Company Labor Relations Representative and IUEC Regional Director. Failing agreement, the matter may be referred to the National Arbitration Committee under Article XV. The Company Labor Relations Representative and IUEC Regional Director, National Arbitration Committee or the impartial arbitrator shall have authority to decide the matter and impose an appropriate remedy. If they find that the continued rejection of a particular workman was justified, the appropriate

remedy may include directing the removal of the named workman from the list for a period of time. If they find that the Company has unreasonably or discriminatorily exercised its right of rejection, the appropriate remedy may include directing that the Company not have a right of exercising his right of rejection for a period of time.

(c) The Union shall refer to the Company only workmen whose names appear on the open employment list and in so doing shall be governed by the following criteria:

(1) If the Company requests by name from the open employment list a particular workman previously employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.

(2) If the Company requests by name from the open employment list a particular workman who has not previously been employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.

(3) In the event the General President of the IUEC shall be of the opinion that a severe unemployment situation exists in any local's jurisdiction, he shall contact the NEBA Executive Director and confer with him as to the

problem and possible resolutions. Failing agreement the matter may be submitted to the impartial arbitrator as provided under Article XV. An agreement as to resolution of the problem between the General President of the IUEC and the NEBA Executive Director or the decision of the arbitrator may modify the provisions of subparagraph (1) and (2) above as may be deemed necessary under the circumstances.

(d) All Employment Practice provisions are to be posted in the Union Hall and in the Company's Personnel Office.

(e) As soon as practical the General President of the IUEC shall review all locals of the Union where there is a part-time Business Representative for the purpose of determining whether such Business Representative is able to establish and maintain an open employment list and to operate the procedures in this Article in a satisfactory manner. He shall then advise the NEBA Executive Director as to such determination and if there is any disagreement, they shall endeavor to resolve the matter. Failing agreement, the matter may be submitted to the impartial arbitrator provided under Article XV.

Par. 2. Applicants for Apprenticeship shall be evaluated and ranked in accordance with the selection procedures contained in the pattern affirmative action plan set forth in the Na-

tional Guidelines for Apprenticeship Standards, as they may be amended from time to time, or such similar procedures adopted to conform to applicable state laws or regulations, by local committees consisting of representatives of IUEC Local Unions and Employers signatory to this collective bargaining agreement. Employers seeking new employees shall contact the appropriate local committee for dispatch of an Apprentice in accordance with that committee's referral procedures.

The Local Union and the Companies are entitled to a copy of the complete ranked applicant list. If applicants for Apprenticeship are not referred from the Apprentice applicant list, the Employer may obtain Apprentices from any other available source.

Par. 3. When an Employer makes layoffs, the probationary Apprentice (as defined in Article X Par. 3) will be laid off first; thereafter, any transient Helper, then any transient Apprentice, then any transient Assistant Mechanic, then any first year Apprentice, followed by any Helper who permanently lives in the area and/or any second year Apprentice and/or any third year Apprentice and/or any fourth year Apprentice and/or any Assistant Mechanic (these 5 classifications shall be combined to be a single classification/pool for the purposes of layoff) at the Employer's sole discretion.

The employer will determine the order of lay off in each classification. Employees laid off shall be paid at the next weekly payroll period following the layoff.

The Temporary Mechanic shall be set back in the same order as mentioned in Article X Par.4 prior to layoff of a transient Mechanic, not including temporary transfers referred to in paragraph (4) below, and lastly those Mechanics who permanently live in the area will be laid off.

Par. 4. The Company shall have the right to transfer temporarily from one local union's jurisdiction to another, key Mechanics (such as adjustor, certified welder, Mechanic-In-Charge, experienced escalator Mechanic, Mechanic trained to handle special equipment such as hydro drilling equipment, Mechanic required to train or orient other employees in that local union's jurisdiction as to the Company's equipment, Mechanic transferred temporarily to open an office). A Mechanic-In-Charge is only on a construction or modernization job where there are four (4) or more Elevator Constructors including the Mechanic-In-Charge. In addition, where the Company does not have a regular work force, the Company shall have the right to transfer Mechanics temporarily on a one-to-one basis in the case of two (2) man jobs up to a maximum of three (3) such jobs at any given time. It is

understood that the foregoing limitations shall not be applicable where there are no qualified Mechanics available in the local union. Mechanics temporarily transferred under the above provisions may remain in the area only until completion of their work on the particular job for which they have been transferred.

The Company and the IUEC shall mutually decide upon what is a regular work force as used in this Par. 4 and that decision shall become incorporated in and a part of this Agreement.

Par. 5. Where the Company is opening a new office in one local union's jurisdiction they may permanently transfer one Mechanic from the jurisdiction of another local union to start the new office provided they have advised the Business Representative in advance of the transfer. The Company may permanently transfer an employee from one local union to work in the jurisdiction of another local union subject to the following conditions:

(a) Prior notice shall be given to the International Union.

(b) The Company shall consider the following factors in reaching a decision to transfer such an employee:

1. The availability of qualified personnel in the other local union.

2. The business necessity for such a transfer and other relevant considerations.

(c) The Company shall not permanently transfer any employee for the purpose of circumventing an expense agreement.

(d) Any dispute concerning such a transfer shall be subject to the grievance and arbitration procedure herein.

(e) It is understood and agreed that prior to terminating an employee for unsatisfactory performance who is to be replaced under this paragraph or any other employee, the Company will give a written warning to the employee with a copy to the Business Representative in order that the employee be given an opportunity to improve his work performance. Such a termination may be submitted as a grievance to the National Arbitration Committee as provided under Article XV as a final source of appeal.

Written warnings for unsatisfactory performance (other than safety infractions) cannot be used to justify additional discipline under this agreement, provided the employee has no additional/subsequent performance issues within 24 months of the date on which the work performance letter was issued.

Par. 6. Whenever a building owner or other customer of the Employer requires persons working on its premises to provide personal identification as a condition of entering or working on the premises, the Employer will provide the employee with such identification for use

on such jobs which will not contain the employee's Social Security, driver's license or any other personal identification numbers of the employee.

ARTICLE XXIII

Scope and Terms of Agreement

Par. 1. This Agreement shall be binding upon all Employers and the local unions which are named in the attached lists. This Agreement shall be incorporated in and become a part of any Agreement entered into between the Employers and the local unions of the International Union and no local Agreements between the Employers and local unions shall be made changing this Agreement except as herein provided for in Article XXVI. No local union shall, through its by-laws, constitution, or otherwise, change any of the Articles or intent of this Agreement. Nor shall the Employers make any rules or issue any instructions that are contrary to this Agreement.

This Agreement defines the entire relationship between the parties for the term of this Agreement and, except as herein specifically provided for, neither party shall during the term of this Agreement have any obligation to bargain with respect to any matter not covered by this Agreement nor concerning any change or addition hereto.

ARTICLE XXIV

Re-Opening Clause

Par. 1. NEBA and the Union agree that if the Labor Management Relations Act of 1947 is repealed, modified or amended in any respect, the Union and NEBA agree that upon service of a thirty (30) days notice by either party, this contract may be reopened for negotiation dealing with Union security or secondary strikes, that will be covered by the repeal, modification or amendment of that Act.

ARTICLE XXV

Termination of Agreement

Par. 1. This Agreement shall become effective on the Ninth day of July 2017, and shall terminate at midnight on the Eighth day of July 2022.

ARTICLE XXVI

Local Option

Par. 1. It is agreed between the Company and the Union that in order to more effectively compete or to address other local conditions to benefit the entire elevator industry, it is permissible for any local union to negotiate spe-

cial conditions with the Company for the following classes of work, except that the wage rate as determined by Article V of this Agreement may not be changed:

1. Modernization Work
2. General Repairs
3. Contract Service
4. Construction Work

Special conditions include but are not restricted to such items as terms associated with Local Transportation and Expense Agreements, work jurisdiction associated with Article IV of this Agreement, staffing, premium rates of pay, shift work or working hours on Modernization, Construction, Repair and Contract Service. In the case of Contract Service, special conditions shall also include problems arising because of areas where an employee's physical well-being may be in jeopardy.

Par. 2. The above mentioned special conditions shall be negotiated by a Committee of two (2) Representatives from the local Union, one (1) International Representative and three (3) Representatives from the Company and their decisions shall be binding on both parties.

Par. 3. Agreement on special conditions shall continue as long as satisfactory to both parties, but no change shall be made more often than six (6) months except that changes in

construction working hours may be changed more often if mutually agreed. Sixty (60) days notice in writing shall be given by the party desiring such changes and such written notice shall constitute cause for a meeting of both parties.

Par. 4. Both parties commit to making an earnest effort to reach an agreement, however, when the Local Union Representative and the Company's designated representative are unable to resolve a dispute over changes in the Local Option Agreement as provided in this Article, either party may request the General President of the IUEC and the NEBA Executive Director to review, make recommendations or issue guidelines to resolve the dispute.

ARTICLE XXVII

Reporting Time, Subpoenaed Witnesses, Uniforms

Par. 1. Whenever a Mechanic, Helper, Apprentice or Assistant Mechanic covered by this Agreement reports to work on a construction, service or maintenance job on request of the Company and there is no work available, except for reasons beyond the control of the Company, the employee shall receive two hours pay at straight time rates.

Par. 2. Any employee who is covered by this Agreement who is subpoenaed to court by the Company or by the Company's Counsel shall be paid for all time at the straight time hourly wage rate, fringe benefits, and all reasonable expenses.

Par. 3. When required by the Company, Elevator Constructor Mechanics, Helpers, Apprentices and Assistant Mechanics shall wear uniforms bearing the Company's name and/or trademark. Such uniforms shall be furnished by the Company at no cost to the employee.

Par. 4. Whenever the Company asks an employee to work with cleaning solvents or other materials and substances that pose a risk to life or health, the Company will first advise the employee of the risks and train the employee in proper use or handling of the materials and substances. The contents of all such materials and substances and their possible risks and adverse effects shall be clearly marked on their containers. Suitable protective clothing and equipment must be provided to employees handling such materials and substances.

IN WITNESS WHEREOF, the parties hereunder have set forth their hand and seal on the date stated above.

For:
National Elevator Bargaining Association

By:
Rick Amarosa
Christian Grenier
Ken Dzierzawiec
Vincent Schiavone
J.P. Heaney

**EMPLOYER MEMBERS OF NATIONAL
ELEVATOR BARGAINING ASSOCIATION**

KONE Inc.

Otis Elevator Company

Schindler Elevator Corporation

ThyssenKrupp Elevator Corporation

Fujitec America Inc.

Mitsubishi Electric and Electronics USA, Inc.

North American Elevator Service

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

By:

Frank J. Christensen,
General President

James K. Bender II,
Assistant General President

Larry J. McGann,
General Secretary – Treasurer

Steven A. Bruno,
Labor Committee

James H. Chapman III,
Labor Committee

Harry H. Gilbert Jr.,
Labor Committee

Patrick J. McGarvey,
Labor Committee

Kevin A. Moody,
Labor Committee

Lloyd R. Storr,
Labor Committee

Daniel J. Baumann,
Labor Committee

James R. Biagini,
Labor Committee

Edward F. Christensen,
Labor Committee

Dale E. Coalmer,
Labor Committee

Gilbert E. Duncan III,
Labor Committee

**Michael J. Langer,
Labor Committee
James A. Lowery,
Labor Committee
Kevin L. McGettigan,
Labor Committee**

LOCAL UNIONS OF INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

- Local No. 1, New York, NY
- Local No. 2, Chicago, IL
- Local No. 3, St. Louis, MO
- Local No. 4, Boston, MA
- Local No. 5, Philadelphia, PA
- Local No. 6, Pittsburgh, PA
- Local No. 7, Baltimore, MD
- Local No. 8, San Francisco, CA
- Local No. 9, Minneapolis, MN
- Local No. 10, Washington, DC
- Local No. 11, Cincinnati, OH
- Local No. 12, Kansas City, MO
- Local No. 14, Buffalo, NY
- Local No. 15, Milwaukee, WI
- Local No. 16, New Orleans, LA
- Local No. 17, Cleveland, OH
- Local No. 18, Los Angeles, CA
- Local No. 19, Seattle, WA
- Local No. 20, Louisville, KY
- Local No. 21, Dallas/Fort Worth, TX
- Local No. 23, Portland, OR
- Local No. 24, Birmingham, AL
- Local No. 25, Denver, CO
- Local No. 27, Rochester, NY
- Local No. 28, Omaha & Lincoln, NE and Council Bluffs, IA
- Local No. 30, Memphis, TN

Local No. 31, Houston, TX
Local No. 32, Atlanta, GA
Local No. 33, Des Moines, IA
Local No. 34, Indianapolis, IN
Local No. 35, Albany, NY
Local No. 36, Detroit, MI
Local No. 37, Columbus, OH
Local No. 38, Salt Lake City, UT
Local No. 39, Providence, RI
Local No. 41, Springfield, MA
Local No. 44, Toledo, OH
Local No. 45, Akron, OH
Local No. 48, Charleston, WV
Local No. 49, Jacksonville, FL
Local No. 51, Richmond, VA
Local No. 52, Norfolk, VA
Local No. 55, Peoria, IL
Local No. 59, Harrisburg, PA
Local No. 62, Syracuse, NY
Local No. 63, Oklahoma City, OK
Local No. 71, Miami, FL
Local No. 74, Tampa, FL
Local No. 79, Little Rock, AR
Local No. 80, Greensboro, NC
Local No. 81, San Antonio, TX
Local No. 83, Tulsa, OK
Local No. 84, Reading - Scranton, PA
Local No. 85, Lansing, MI
Local No. 91, New Haven, CT
Local No. 93, Nashville, TN
Local No. 124, Mobile, AL
Local No. 126, Honolulu, HI

Local No. 131, Albuquerque, NM
Local No. 132, Madison, WI
Local No. 133, Austin, TX
Local No. 135, Charlotte, NC
Local No. 138, Poughkeepsie, NY
Local No. 139, Orlando, FL
Local No. 140, Phoenix - Tucson, AZ

APPENDIX A

Decisions of the Joint Industry Committee

The following decisions of the Joint Industry Committee were included as Appendix A to the Standard Agreement between NEII and the IUEC which expired on July 8, 2017. NEBA and the Union recognize these decisions as binding during the term of the present Agreement, except to the extent any of these decisions are in conflict with changes made to Article IV or Article IV (A) during negotiations for the present Agreement.

1. Wiring of Car Stations

After due consideration of all the information that the Executive Board could gather, back as far as 1948, it was the decision of the Board that the Manufacturers be permitted to do the internal wiring in the car stations to a terminal block within the car station.

2. Pre-Drilled Overhead Beams

Decision arrived at was that Otis would refrain from drilling holes on the bottom flange of the eye beam used to support the deflector sheave as soon as it was possible to stop the production line.

3. Pre-Wiring of Controllers

On the protest registered over the pre-wiring of controllers, the employers agreed that the pre-wiring

of cross connections on controllers would be discontinued and in the future, auxiliary panels would go out without any leads for any wiring on them.

The employers further agreed that there would be no objection to a local removing the wiring, and replacing it, until the situation is corrected.

4. Multi-Wire Cable

The ruling of the Board was that the use of multi wire cable has become prevalent throughout the Industry and they can find no objection to its use.

5. Key Hole Slots

A review of past decisions and precedent established the fact that it had been previously agreed that key hole slots provided in car and/or landing doors are not a violation of Article IV of the Standard Agreement.

Also, it is found that it had previously been agreed that holes provided in the factory for mounting of interlocks, safety edges, detectors and photocells, are not a violation of Article IV of the Standard Agreement.

When Door Closer arms, lazy arms, or relating arms are fastened to the doors by means of drilled and/or tapped holes on the door such drilling and tapping shall be done in the field by Elevator Constructors. In cases where doors are delivered to the job site, pre-drilled or tapped for such devices as referred to in this paragraph, doors will not be installed until a

satisfactory settlement between the employer and the Union is made.

6. Escalators

It is agreed that the escalator truss or parts of truss maybe used as a shipping container for escalator components, such as tracks, sprockets, etc. Such components shall be secured within the truss with only sufficient fastenings to provide safe transit and shall not be permanently aligned.

It shall not be a requirement that tracks be removed from the truss prior to final alignment.

Connections between the straight inclined track system and the upper and lower end curved track systems shall be made in the field by Elevator Constructors.

Upper and lower sprockets or carriages are to be installed in the field by Elevator Constructors. See Article IV, Par. 2, Item C for additional information.

7. Extended Wiring On Controllers

Controllers are not to be shipped from the factory with extended wiring attached thereto.

In the case of escalator controllers, because of limited space available, extended wiring in the form of cables or separate wires may be connected at one end to the controller in the factory provided, however, that the other end of such extended wiring is not prepared for connections.

8. Plug-in Connections Door Protection

Prepared plug-in connections for door protection devices such as furnished on the photobell protection device is not a violation of Article IV of the Standard Agreement.

9. DMR Plug-in Connection

The plug connection presently being used on the DMR Regulating Unit will be discontinued. Factory installed wires leading out of the regulator shall have the loose ends unprepared for field connection by the Elevator Constructor.

It is agreed that the employer will use up present stock of regulators equipped with plugs. However, any regulators installed on new jobs after July 1, 1964, will be prepared as described in the above paragraph.

10. Car Door Operators

Haughton Type 'T' and 'TH' and Westinghouse Type 'E' and other similar car door operators shall have the external wiring to the motor and the door or gate contact installed in the field by Elevator Constructors.

11. Wood Flooring

When wood flooring on elevator platforms, including stage lifts, organ consoles and orchestra elevators, is to be installed in the field the work shall be done by Elevator Constructors.

12. Door Operators

(1) The pattern for the Industry, for shipping door operators would be based on the practice in existence at the time of the Joint Industry Committee's decision of December 12, 1963.

(2) As a guide for present and future Joint Industry Committees, it was determined that the following Exhibits would be used to settle any future dispute relative to the shipping of door operators and would be construed as examples of the practice in existence in December 9-12, 1963.

Exhibit 'A' (Haughton 'T' Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'B' (Haughton 'TH' Two-speed Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'C' (Haughton 'TH' Center-opening Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'D' (Westinghouse 'E' Line Operator as per photo 500581A, dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the magnetic locks shall be removed.

Exhibit 'E' (Dover Operator per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors, the gate switch and the cams to actuate the safety edges shall be removed.

13. Pre-Assembling of Machine to Machine Beams (Armor Elevator Co.)

It was agreed by the Joint Industry Committee that the Armor Elevator Company is in violation of Article IV, Par. 2, sub-item "g" of the Standard Agreement by the method of pre-assembling the machine to the machine beams and the pre-drilling of the governor mounting plate.

14. Holes Drilled in the Factory for the Mounting of Sight Guards

shall not be considered a violation of Article IV of the Standard Agreement. The installation (and tapping if required), shall be done in the field by Elevator Constructors.

**15. Type M Hoistway Door Track Assembly
(Haughton Elevator Company)**

It was mutually agreed that the spirator would be removed and that the pre-drilling and tapping was covered by Decision #1 of the Joint Industry Committee dated December 12, 1963.

**16. Pre-Fastening Booster or Blocking
Beams to Machine Beams (General
Elevator Company of Baltimore)**

The Joint Industry Committee finds that General Elevator of Baltimore method of pre-fastening booster or blocking beams, as established and shown on Exhibit 'A' entitled "Standard Machine Beam Detail with Booster Beam" dated May 7, 1968 is not a violation of Article IV.

17. Dover Leveling Switches

Dover Leveling Switches, as they are now constructed, are not a violation of the Standard Agreement.

**18. Westinghouse and Otis Basement
Machines**

Westinghouse Basement Type #28 Geared Machine with deflector sheave attached as per DS Sheet 274D and Otis Basement Type 16BT machine with attached deflector sheave as per sheet 6588G are not in violation of Article IV of the Standard Agreement.

19. Top Emergency Exit Switches (Otis)

It was agreed that the switch could be removed in the field and remounted.

20. Otis Integral Hanger

That the primary function and responsibility of both the Union and the Industry is to assure a safe, reliable and workmanlike installation as regard door equipment. The employers agree that they cannot object to the dismantling of components if such becomes necessary to accomplish this.

(It continues:) There has been some question on interpretation of this clause, therefore, it has been agreed that the application of this decision requires that the Mechanic-in-charge use his discretion with regard to removal of the hanger bar to accomplish the stated objective. Management supervisors should not be critical or attempt to penalize the Mechanic for using such discretion but if he questions the decision, it should be adjusted between the Construction Manager and the Local Business Representative.

At the 1954 meeting of the International Executive Board and the Manufacturers' Labor Committee, it was mutually agreed that:

The Executive Board believes that when Article IV, Par. 8, that states "NO restrictions shall be imposed as to methods, tools, or equipment used" was written in the Standard Agreement, neither party, at the time, had in mind lethal tools, therefore; we believe the

members of the International Union have a perfect right to refuse to use explosive powered tools.

21. Cargo Masters 500 lbs. up to 1000 lbs.

All door assembly units must be removed before installation of car.

Pre-wiring of Cargo Master to be limited to door and ejector operation.

Ejector unit must be shipped separately.

The above conditions apply specifically to the Cargo Master with a capacity of 500 lbs. to 1000 lbs. as manufactured by Guilbert, Inc., and are not to be applied to the D/W provision of Article IV, Par. 3, Item 3, of the Standard Agreement.

22. Procedure For One Man Pressure Relief Valve Test

At a meeting of the National Arbitration Committee held on February 8, 1984, at the Sheraton Bal Harbour, Bal Harbour, Florida, it was jointly agreed that pressure relief valve test work may be performed by one Mechanic so long as the following procedure is followed:

Item 1. The elevator must be equipped with a quick release coupling to which a pressure gauge could be connected.

Item 2. The Elevator Constructor Mechanic is to be supplied with a temporary run button (the cable

is to be of a length which would permit the Elevator Constructor to position himself outside of the machine room or the hoistway while performing the test).

Item 3. With the elevator at the top floor, doors closed, shut off the main line disconnect.

Item 4. Disconnect one wire, which places the elevator on inspection, add one jumper on the directional limit, one jumper on the final limit, and connect the temporary run button to the appropriate terminals.

Item 5. Connect the pressure gauge to the quick release coupling.

Item 6. Put in the main line disconnect and position yourself outside of the machine room and/or hoistway and using the temporary run button, run the elevator up against the stop ring until you observe (hear) the bypass valve open.

Item 7. After checking the pressure gauge the Mechanic is to open the bottom hoistway door and observe the cylinder and pipe for possible damage or leakage.

Item 8. If damage has occurred it will be repaired in the normal manner using a repair crew.

Item 9. The car will then be restored to normal service and observed as it runs the first few trips.

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Christensen:

This is to confirm the understanding and agreement reached at the recent contract negotiations between NEBA and the Union.

It is understood and agreed that where a man has worked for more than one company and has worked at least 1750 hours entitles him to the minimum vacation pay guaranteed by Article XII. The obligation to pay minimum Vacation Pay shall be prorated between all the companies for whom the man worked based upon the hours the man worked for each company. The determination regarding a proration shall be made as of the end of the Vacation year December 31.

Very truly yours,
Rick Amarosa

AGREED:
Frank Christensen

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Christensen:

At our recent contract negotiations the parties agreed that effective July 9, 2017 as part of the Company Management Training Program, the Company shall have the right to work up to twelve (12) salaried non-bargaining unit employees per year as Temporary Helpers for a total of three to eighteen months duration each with no more than one working per local per year; for which it shall pay \$1800.00 per person to the local union and \$180.00 per person to the International Union. The International shall be notified as to the names of the trainees and the location of their assignments.

Very truly yours,
Rick Amarosa

AGREED:
Frank Christensen

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Christensen:

This is to confirm the understanding and agreement reached at the recent contract negotiations between NEBA and the Union, that the International Union of Elevator Constructors will hold the Company harmless in the event of administrative proceedings, arbitrations or litigations involving the applicability and/or enforcement of Article III, Par. 4.

Very truly yours,
Rick Amarosa

AGREED:
Frank Christensen

MEMORANDUM OF AGREEMENT

This will confirm that during the negotiations for the collective bargaining agreement between NEBA and the IUEC to be effective July 9, 2017, the parties agreed to the following:

a) In the event that the Company experiences difficulties with employee response to emergency overtime call-backs in any local office, the Company shall inform the local union and the local union shall cooperate with the Company in establishing a call-back system. In the event the Company and the local union cannot agree on the establishment of the call-back system the Company and the IUEC shall establish a call-back system.

b) Employees on contract service shall be required to carry and use beepers or any other designated communication devices that permit them to be contacted and informed of an emergency call while the employee is on the way to work at the beginning of the workday and while the employee is on the way home from work at the end of the workday.

AGREED:

Rick Amarosa

AGREED:

Frank Christensen

TRADE SECRET AGREEMENT

During the term of my employment with the Company and thereafter, I will refrain from disclosing to other persons or entities, except with the Company's consent and for the Company's benefit during the course of such employment, any trade secrets or confidential information of the Company.

I will deliver to or leave with the Company all written and other materials containing The Company's trade secret, confidential, or proprietary information upon termination of my employment.

I acknowledge receipt of an executed copy of this agreement

By: _____
Employee signature Print name

Date

By: _____
For the Company

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Christensen:

This will confirm the understanding reached during the recent contract negotiations concerning holidays that fall on Saturday or Sunday and that are celebrated on Friday or Monday, respectively.

The Union agrees that the Employer has an obligation to provide contract service to some of its customers on these Friday or Monday holidays. The Union further agrees that to provide such service it must require contract service employees to work on such days. It is agreed that the Employer shall have the right to schedule employees to work on such days in sufficient numbers needed to perform such work. The Employer agrees that it will make every effort to consider the desires of its employees when employees are scheduled to work such days.

Very truly yours,
Rick Amarosa

AGREED:
Frank Christensen

Dear Mr. Amarosa:

All new hires hired after July 8, 1997 will be classified as probationary Apprentices.

This is to confirm our understanding and agreement that any individual with an industry date prior to July 9, 1997, who is still a Helper as of the effective date of our new agreement, will receive 70% of Mechanic's rate, plus fringe benefit and will remain at that rate until such time as he is qualified and meets the requirements as a fourth year Apprentice.

AGREED:

Frank Christensen

AGREED:

Rick Amarosa

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Christensen:

This letter will confirm the transfer policy between the primary and subprimary of the newly merged locals will be as follows:

- a) Each merged local becomes a subprimary of the local with which it was merged.
- b) The current employees form the permanent bench in each subprimary and primary.
- c) The current expense Agreement in each affected local will remain in effect until replaced by a new expense Agreement negotiated between NEBA and the IUEC.
- d) An employee sent from the primary to the subprimary, or vice versa, on a temporary basis will be paid expenses as required by his/her permanent base expense Agreement.
- e) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice versa, and this assignment does not require a household move shall receive four (4) weeks per diem from his/her old location expense Agreement, thereafter he/she is a permanent employee in the new location.
- f) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice

versa, and does require a household move shall receive six (6) weeks per diem from his/her old location expense Agreement, thereafter he/she is a permanent employee in the new location.

- g) When a person on the bench is hired in the primary and/or subprimary he/she shall be used in the new location by application of paragraphs (d), (e), or (f) above.
- h) When an employee is permanently transferred as outlined in paragraphs (e) and (f) above, he/she is guaranteed a total of six (6) months employment in the new location or he/she will be paid per diem for the entire period less the per diem already paid.

This provision (h) does not apply if the employee is discharged for cause.

Very truly yours,
Rick Amarosa

AGREED:
Frank Christensen

LETTER OF UNDERSTANDING

The parties agree that no Local Joint Apprenticeship Committee may implement any rule that conflicts with any language of the Collective Bargaining Agreement.

For NEBA

Title

Date

For the Union

Title

Date

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Dear Mr. Christensen:

This will confirm the understanding reached during our recent negotiations concerning local unions that may be merged or dissolved by the International Union of Elevator Constructors (IUEC) after January 1, 1992 and until the termination of the Agreement that will expire on July 8, 2022. NEBA agrees to meet and discuss the effects of such mergers on a local by local basis. Such discussions shall include but are not limited to hiring, expense agreements and open-territory between the merged locals.

There shall be no change in any term or condition of employment under the Agreement or any local expense agreement until such time as the parties reach a mutual agreement as to such changes.

It is further agreed that such discussions are to begin as expeditiously as possible following the conclusion of negotiations for a new Agreement.

Very truly yours,
Rick Amarosa

AGREED:
Frank Christensen

MERGED LOCALS

Due to the wage disparity created by merging the following locals, for the benefit of both the Employer and the IUEC, we will use the language in the letter confirming the transfer policy between the Primary and Sub-Primary of the newly merged locals contained in this Agreement. Using the increase schedule that we have provided, parity will be achieved for all of the merged locals within two (2) years.

Receiving Local	Merged Local	Percentage of Parity	1st Wage Increase	2nd Wage Increase	3rd Wage Increase	4th Wage Increase	5th Wage Increase

MEMORANDUM OF UNDERSTANDING

Except as otherwise agreed to by the parties, the terms of all agreements between the International Union of Elevator Constructors and/or its local Unions and the National Elevator Bargaining Association and its member Companies, including but not limited to local expense and local option agreements, that are in existence on the effective date of this Agreement shall continue in effect unless inconsistent with or superseded by this Agreement in which case the terms of this Agreement prevail.

AGREED:

Frank Christensen

AGREED:

Rick Amarosa

ASSISTANT MECHANIC AGREEMENT

I agree to accept Assistant Mechanic status for twelve (12) months from the date of this agreement. The terms and conditions of employment as an Assistant Mechanic have been agreed upon by the IUEC and my employer and are contained in the NEBA-IUEC Agreement relating to Assistant Mechanics included in the amended collective bargaining agreement. The definition of Assistant Mechanic Work and Qualifications are specified in Article X of the NEBA-IUEC Agreement.

I understand that the wage rate for Assistant Mechanic shall be 80% of the wage rate for Mechanics in the local union where I am working.

It is understood that by signing this Agreement, there is no guarantee of employment.

Should the terms of the Letter of Agreement for Assistant Mechanics be violated, this agreement will immediately become null and void.

Print Name: _____

Signed: _____

Date: _____

Company: _____

Signed: _____

Date: _____

Local Union: _____

Business Representative: _____

Date: _____

July 9, 2017

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Re: Letter of Agreement

Dear Mr. Christensen:

This memorandum details the agreement between the parties concerning potential conflicts posed whenever customers, as a precondition for securing contracts for the Company, require background checks for employees who will be working on the customer's premises.

The Company agrees to the following whenever customers require background checks:

1. The Company shall seek volunteers to man said jobs.
2. The Company will not discipline, discharge or lay off employees solely due to their refusal to volunteer. However, such employees may be laid off if there is not sufficient other work to which they may be assigned.
3. The IUEC recognizes the importance of securing adequate volunteers and will cooperate in efforts to secure them.

Implementation of this agreement and terms and conditions related thereto cannot be introduced or consid-

ered in any proceeding except one to enforce this agreement.

Very truly yours,
Rick Amarosa

AGREED:
Frank Christensen

MEMORANDUM OF UNDERSTANDING

When a pre-task safety document (e.g. Job Hazard Analysis (JHA), Job Safety Assessment (JSA) or similar document) is required by the company, employees will not be permitted to re-use a previously completed document.

AGREED:

Frank Christensen

AGREED:

Rick Amarosa

Frank Christensen, General President
International Union of Elevator Constructors
7154 Columbia Gateway Drive
Columbia, MD 21046

Re: Letter of Agreement

Dear Frank:

This memorandum details the agreement between the parties concerning potential conflicts between the Company's Alcohol and Drug Policy and those policies provided by customers as a precondition for securing contracts for the Company.

The Company will continue its practice of applying good faith efforts to apply its own policy. Should these efforts be unsuccessful and a customer insists on implementation of their own policy, the Company may institute such policies to the extent necessary to obtain the work.

Good faith efforts by the Company to avoid using the customer's policy will include:

1. Advising the customer that the Company has agreed with the IUEC to a comprehensive company wide policy that addresses the maintenance of a safe and healthy work environment for its employees, and that it does not wish to apply any additional or different regulations.
2. If written confirmation of the company's position fails to change the customer's position, the Company will attempt to obtain customer approval to as much of its policy as possible.

3. If the customer insists on the complete substitution of its policy for the Company's policy, the Company shall then seek volunteers to man said jobs.
4. The Company will not discipline, discharge or lay off employees solely due to their refusal to volunteer. However, such employees may be laid off if there is not sufficient other work to which they may be assigned.
5. The IUEC recognizes the importance of securing adequate volunteers and will cooperate in assisting in efforts to secure them.

AGREED:

Rick Amarosa

SUBSTANCE ABUSE

Par. 1. In order to eliminate substance abuse in the workplace; to assist employees with substance abuse related illnesses, to have a safe workplace and efficient work-force. Such Substance Abuse Program shall be subject to the conditions set forth in this Article.

Par. 2. There shall be no random testing for drugs or alcohol for any reason other than stated in Par. 6. An employee who refuses to submit to random testing of any kind, for reasons other than stated in Par. 6, shall not be disciplined, nor shall that employee be refused access to the jobsite.

Par. 3. Testing may be performed on new-hire applicants for employment as a condition of employment prior to placing them on the payroll. The employer shall have the right to require a drug test for any referral for employment if such referral has not worked for that employer within the past three (3) months.

Testing will only include alcohol and the following drugs:

Nine Panel Drug Test

1. Cocaine (and its derivatives, including crack cocaine).
2. Cannabinoids (THC/marijuana, hash).
3. Opiates (heroin, codeine, etc.).
4. Amphetamine (including methamphetamine – central nervous system stimulants).

5. Phencyclidine (PCP).
6. Barbiturates
7. Benzodiazepines
8. Methadone
9. Propoxyphene

Testing of referrals will be considered a part of the employer's pre-employment process. The referral will be employed while the employer is awaiting the return of the test results. If the test result is positive, subject to Par. 5, the employer has no responsibility to that referral and may terminate the referral without consequence. However, said individual shall become eligible for employment in the industry at such time that the individual complies with a recognized rehabilitation or counseling program under this Substance Abuse Policy.

Par. 4. An employee may be tested when probable cause exists to believe that the employee is impaired on the job. The Local Union Business Manager or Agents will be notified by the Employer within 72 hours after the employee has been tested under (a) or (b) below. Probable cause will be deemed to exist under the following circumstances:

- (a) The employee's conduct or actions indicating alleged impairment shall be observed by one supervisor on the jobsite and confirmed by a second supervisor whenever possible. The supervisor(s) shall record their observations in writ-

ing stating the date, time, length of observation, jobsite and actions of the employee which they believe constitute drug or alcohol impairment. Such statements shall be signed; or

- (b) A determination is made that the employee's conduct is symptomatic of alcohol or drug impairment by an independent physician or health care professional qualified to make such a determination, following a consultation with the employee. The physician or health care professional shall be of the Employer's choosing and the cost of such consultation and determination shall be borne by the Employer if it is not covered by applicable insurance; or
- (c) Any employee involved in an accident which results in professional medical treatment or damage to company property will be required to submit to a test for the presence of alcohol or drugs.

Par. 5. An employee who is properly requested to undergo testing in accordance with the minimum procedures set forth in Par. 4 above shall be tested within 24 hours. The Local Union shall be notified of all positive test results within 72 hours of the employer receiving the results. If the employee refuses, the employee is subject to disciplinary action up to and including

termination and the employee shall be deemed unqualified and barred from work within the industry until such time the employee successfully complies with a recognized rehabilitation or counseling program under Par. 6 of this section.

The Company must use a recognized and reputable concern for testing, with sufficient facilities and quality control features to ensure accuracy in test diagnosis and the capability to store samples. Chain of custody procedures must be observed at all times. The Company will comply with any state laws concerning drug testing.

The results of the test of an employee who tests positive the first time must be confirmed by SAMHSA standards. For a positive, adulterated or substituted result reported on a single specimen or a primary specimen, the employee may request through the MRO that the same specimen (or split specimen) be tested by a second authorized (SAMHSA certified) laboratory. The employee has 72 hours (from the time the MRO notified the employee that the specimen was reported positive, adulterated or substituted to request a retest of the same specimen (or split specimen)). If the independent retest indicates a negative result, the Employer may elect to retest the employee's initial sample. If the results are again negative, the employee will be put back to work immediately (if he is off work) and made whole for any loss of pay occasioned by the first positive test results.

Par. 6. An employee whose final test results are positive (and who has not tested positive previously) will be referred to the Company's Medical Review Officer, (see attachment) Employee Assistance Program or some other recognized and approved rehabilitation or counseling program. The cost of such programs may be offset by appropriate insurance coverage. Any program whose cost is borne by the National Elevator Industry Health Benefit Plan shall be deemed an acceptable program under this paragraph. If the employee enters such a program, his status as an employee will not be affected, except as provided for in Par. 3 above, and he will be allowed access to the job under the conditions established by the program. An employee who refuses a proper request to enter, participate in and successfully comply with such a program shall be deemed unqualified and barred from returning to work within the industry. Employees may be disciplined, up to and including discharge, for subsequent positive test results. Employees who test positive two (2) times, and have been discharged by the Employer, shall be deemed unqualified and shall not return to work within the industry until he/she has successfully complied with a substance abuse program. Said individual, upon returning to work, may be randomly tested for substance abuse for a period of one year at the Employer's expense.

Par. 7. Testing may be for drug or alcohol impairment only and not for any other medical conditions. Neither the Company nor any medical or testing personnel shall disclose any information regarding the fact of testing or the results of testing to any other employer or customer. All test results and related information will be given the same confidentiality as any other medical information in the Company.

Par. 8. Any employee(s) who possesses, sells, transports or distributes illegal drugs or unauthorized alcohol at a work site, on the company premises, or on company time is subject to immediate discharge.

Par. 9. There shall be a mutually agreed upon designated panel of five (5) permanent arbitrators assigned to this Policy. Any dispute regarding the application or construction of this Substance Abuse Program, including the sections on Rights of Employees and Medical Review Officer, may be submitted to expedited binding arbitration by either the Union or the Employer. Such disputes will be reduced to a written grievance and may be submitted to the NEBA Executive Director or his designee and the General President of the Union or his designee for their immediate review and discussion by phone or in person within ten (10) working days of the submission. If the grievance is not resolved, it can be submitted directly to expedited arbitration.

Such cases will be heard by one of the arbitrators contained in the permanent panel. Arbitrators from the permanent panel will be selected by mutual agreement or if there is no mutual agreement, by random selection.

This statement of principles shall apply to all employees represented by the International Union of Elevator Constructors. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers.

RIGHTS OF EMPLOYEES

- a) Before requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy.
- b) If an employee tests positive for drug or alcohol use, the employee must be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.

- c) Within three (3) working days after notice of a positive initial test result the employee may submit information to the MRO, in addition to any information already submitted under paragraph (b), to explain that result. Within three (3) working days after receiving final notification of a positive test result, an employee who is the subject of a drug test may, upon written request through the MRO, have access to any records relating to his or her drug test.
- d) An employee who tests positive will have 72 hours following the date which the employee is notified of the test result to advise the company, in writing, of the employee's desire to request a retest of the original sample at the employee's own expense. An employee who properly requests in writing the records as stated above in (c), shall have 72 hours from the date of receiving such requested information to request a retest of the original sample.
- e) Unless a positive test result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- f) The employer will bear the costs of all testing except for retests requested by employees after an initial positive test result.

- g) Anytime an employee submits to a drug test under the Substance Abuse Program of this Agreement at the request of an employer, a copy of a positive test result shall be confidentially delivered to the employee no later than the end of the next business day after receipt of the test results by the employer.

Refusal to test or provide an adequate sample when required by this policy shall constitute insubordination and is a violation of this agreement.

Any specimen altered by the employee will be considered a positive test result and therefore a violation of this policy. Any specimen altered by the employer will be considered a negative test result.

MEDICAL REVIEW OFFICER

The Company will appoint a Medical Review Officer (MRO) to administer this Policy. The responsibilities of the MRO shall be to:

- a) Select and utilize services of a testing laboratory that meets one of the criteria for drug testing established by SAMSHA.
- b) Provide specimen test kits and collection locations that follow chain of custody collection techniques mandated by SAMSHA.

- c) **Maintain appropriate systems, records, and administrative procedures to provide participating employers with accurate and timely information as to the drug and alcohol free status of employees.**
- d) **Ensure that the testing facility conducts both an initial drug screen and a confirmation test on specimens before reporting positive results.**
- e) **Notify the tested individual of a positive result and provide the individual with an opportunity to explain the reasons why their test might be positive.**
- f) **Review and verify a confirmed positive test result and process the donor's request for a confirmatory retest of the original sample.**
- g) **Review a participating employee's medical record if so requested by the employee.**
- h) **Notify the employer's contact person of all test results, both positive and negative, if required.**
- i) **Refer individuals testing positive to the appropriate medical evaluation and participate in return to duty decisions as set forth in this Policy.**

- j) Ensure the drug and alcohol policy and program complies with Federal, State, and local law.**

MASTER LABOR AGREEMENT

between

NEVADA CONTRACTORS ASSOCIATION

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12**

THIS AGREEMENT, entered into this 1st day of July, 2019, by and between the Nevada Contractors Association hereinafter referred to as the CONTRACTORS, as defined below, and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction, survey and asphalt producing work in Southern Nevada and in the performance of their present and future contracting operations are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement in the area hereinafter defined in Article I in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors by this Agreement intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

**ARTICLE I
General Provisions****A. Definitions:**

The term "Contractors", as used herein, shall refer to the Nevada Contractors Association for its members who have authorized, through power-of-attorney, such representation (a list of such authorizations from the above mentioned Contractor Association, certified by an authorized person, is to be forwarded to the Union without

delay at the signing of this Agreement for present members and upon acceptance of new members).

The term "Union", as used herein, shall refer to the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department, AFL-CIO.

The term "Contractor" (or "Employer") shall refer to a person, firm, limited liability company, or corporation, party to this Agreement.

The term "Workmen", as used herein, shall refer to persons in the labor market not employed.

The term "Employee" or "Employees", as used herein, shall refer to the employed person or persons, excluding self-employed persons.

All personal nouns and pronouns refer to the male and female gender.

B. Coverage:

1. This Agreement shall cover and apply in Southern Nevada, more particularly described as the Counties of Clark, Lincoln, Nye and Esmeralda. In the event a Construction Project Agreement is renegotiated covering the Nevada Test Site, then, in that event, the area comprising the Nevada Test Site shall be excluded from the coverage of this Agreement.

2. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union.

3. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms, limited liability company, partnerships, corporations, joint ventures or other legal entities who at the time of execution of this Agreement are, or during the term hereof become members of the Association.

a. It shall cover work on building, heavy highway and engineering construction, including the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work:

b. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and

conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging and tunnels, soil testing and building/construction inspector. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

c. It shall cover all work including the initial setting, positioning and programming of the base station in conjunction with Global Positioning Systems/GPS on the jobsite.

d. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including Power Plants, Mines, Solar Energy installations and appurtenances, oil or gas refineries and incidental structures, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction, except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

e. All concrete form work, including but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the forklift, loed, pettibone or mobile equipment in reference to all of the above work.

f. All work in connection with tiltup slabs, including but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing and lining, welding, drilling, ledger bolts, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

g. All work in connection with the hoisting of materials which are to be used by the Carpenters or Building Tradesmen will be rigged, guided and handled by employees covered by this Agreement.

h. The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles, sheet piles, soldier beams and casings, together with all necessary walling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but

not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene, high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.

i. All office modular furniture systems including, but not limited to: the unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

j. The placing, handling, moving and erection of all materials which fall within the description of work set forth in the Agreement from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in erection of scaffolding.

4. This Agreement shall also include work in the Contractor's yards and shops, field survey work, asphalt, screening, soil cement and crushing plants and operations, forest fires, floods and emergency work.

a. In addition to the above, this Agreement shall also cover all soils and materials testing, construction inspection, and building inspection work performed in connection with any and/or all of the types of work otherwise covered by this Agreement as set forth hereinabove, without exception. Such work shall be defined by the type of work being performed, and shall not be excluded from this Agreement by virtue of the fact that the awarding agency or developer, or the employer or contractor, chooses to call such work by a different name, such as "quality control work" or "quality assurance work".

5. This Agreement shall cover and apply to all employees except that it shall not cover and apply to executives, superintendents, assistant superintendents, master mechanics, office engineers, timekeepers, messenger boys, office workers, or any other employee of the Contractors above the rank of craft foreman, except as herein provided.

a. The parties to this Agreement recognize that Operating Engineer Foremen are dispatched by the Union or appointed by the Contractor and are subject to negotiated wage rates and shift schedules are covered by contributions into the various

Operating Engineer Fringe Benefit Trusts for all hours worked or paid, and as Foremen, are utilized as representatives of the Contractor in a supervisory capacity.

b. The Union agrees no disciplinary measure will be taken against such Foremen for any actions taken by them as directed by their Employer when such actions conflict with this Agreement.

6. The Union may, however, file all grievances and disputes through the grievance procedure under Article V of this Agreement, and may, at their discretion, institute their prerogatives regarding Union proceedings.

7. All work performed and all services rendered by the employees for the Contractor shall be rendered under terms and provisions at not less than those contained herein.

8. Subcontracting, Employee Rights, Union Standards and Work Preservation:

a. The purposes of this Paragraph 8 are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

b. In some instances a Contractor signatory hereto joint ventures with a non-union Contractor to bid on certain projects.

If the Contractor joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement.

However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

c. In the event this joint venture is successful in being low bidder and awarded, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the signatory contractor partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement.

d. Definition of Subcontractor: Subcontractor is defined as any person (other than an employee covered by this Agreement), firm, limited liability company,

partnership, corporation, joint venture or other legal entity, holding a valid State Contractor's license where required by law, who orally or in writing agrees to perform or who in fact performs with, for or on behalf of an individual Contractor, or Subcontractor of an individual Contractor, any part or portion of the work covered by Article I, B, 8 (e).

e. The Contractor agrees that he or his Subcontractor shall employ one (1) or more employees who are represented by the Union, on each jobsite on which he or his Subcontractor or his Subcontractors are performing work of the type covered by this Agreement, as defined in Article I and the classification contained in Appendices A through E. Neither the Contractor, or any of his Subcontractors, shall transfer, assign, permit, agree or direct any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm, limited liability company, or corporation, party to a current Labor Agreement with the Union and/or the crafts (Cement Masons, Teamsters and Iron Workers) party to Labor Agreements with the Nevada Contractors Association.

9. All work performed by the Contractors or Subcontractors and all services rendered by the Contractors or Subcontractors shall be rendered in accordance with each and all terms and provisions hereof.

10. In the event of a jurisdictional dispute where the work in dispute is awarded to the Operating Engineers in accordance with Article III, the Contractor or Subcontractor involved shall immediately comply with such decision.

11. The Contractor shall provide in his contract with the Subcontractor, the following provisions:

a. Any Subcontractor who performs any work or uses equipment on the project within the jurisdiction of the Operating Engineers, must be signatory to an appropriate Agreement with the Union.

b. If there is a dispute over the assignment of equipment, the Subcontractor agrees to a meeting with the Contractor and/or his representative and a representative of the Union.

c. The Subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article III. The Subcontractor agrees that he will bind his Subcontractors to said procedures in the same manner and to the same effect as hereinabove provided with respect to him.

d. In particular, the Subcontractor agrees to be bound by the provisions of Article III and any decision or interpretations shall be binding upon and accepted by the Employer and/or Association and the Union. No party hereto shall refer any jurisdictional dispute to the National Labor Relations Board for settlement.

Per (d) above, it is the intent of the bargaining parties to utilize the process detailed in Article III for the Settlement of all Jurisdictional Disputes on the project. To the fullest extent permitted by the law, the Contractor will require all Subcontractors on the project to utilize this process to settle jurisdictional disputes.

All Subcontractors will be notified when starting work on the project that they are to utilize the process detailed in Article III for the Settlement of Jurisdictional Disputes, to the exclusion of other procedures, nor shall they cooperate or participate in any Board proceeding under Section 10(k) of the National Labor Relations Act with respect to any jurisdictional dispute involving the Operating Engineers.

12. The following provisions shall apply in a situation where the Union contends that a Subcontractor of the Contractor has assigned the performance of work covered by this Agreement to a workman who is represented by another labor organization:

a. In the event the Union contends that the foregoing state of facts exists, it shall have the right to notify the Contractor, in writing, of the details and to request the Contractor to take corrective action hereinafter specified. Upon receipt of such a notice from the Union, the Contractor shall investigate the situation without delay and if it is determined that the labor organization which represents the workmen performing services covered by this Agreement does not contend that such services fall within its own craft jurisdiction, the Contractor shall immediately take the following action:

b. With the mutual agreement of the Subcontractor, to replace the workman who has been performing the services in question with an employee represented by the Union, or

c. So alter the Contractor's relationship to the Subcontractor as will result in the performance of the services in question by an employee represented by the Union. The Contractor's action may consist of a change order affecting the scope of the work covered by the subcontract with the particular Subcontractor or a complete termination of said subcontract.

d. The Contractor agrees that he shall include in all of his subcontract provisions giving him the right to take any of the foregoing remedial actions.

13. In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

C. Warranty:

1. So far as it is within the control of the Contractor, the loading and unloading of equipment which is operated by employees covered by this Agreement, or the transportation of such equipment by means of its own power, from job-to-job, yard-to-yard, and job-to-yard, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

2. The Contractor and his Subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment. Every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment which use will tend to cause any discord or disturbance on this project.

3. Nothing in this Agreement shall limit the right of Contractors to utilize machinery and equipment dealers to perform major repairs on machinery and equipment on or off the jobsite. All other maintenance and repairs which are normally and customarily performed by persons in the classification of Heavy Duty Repairman/Welder shall be performed by employees covered by this Agreement. In the event this paragraph proves unworkable during the life of this Agreement, the parties hereto agree that the provision contained in Article XIX will prevail in resolving the issues at hand.

ARTICLE II Union Recognition

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor over whom the Union has jurisdiction, including such jurisdiction as defined by the Building and Construction Trades Department of the AFL-CIO (including, but not limited to, electric transmission lines, conduit projects, substations, and power plants).

B. The Union recognizes the Nevada Contractors Association in Clark, Lincoln, Nye and Esmeralda Counties of Nevada, as the sole and exclusive bargaining representative for their respective eligible members, present and future, who are or who become, bound by this Agreement and agrees that during the term of this Agreement they will not negotiate or enter into any agreement with such individual eligible members of the Association relative to part or all of the subject matter covered by this Agreement.

C. This Agreement shall be binding upon each and every eligible member of the Nevada Contractors Association, with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Nevada Contractors Association, shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from the Association prior to the expiration date of this Agreement and such

liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article III and Article V shall not apply from the time when such member resigns or is suspended from the Association. Such former or suspended member shall automatically be bound by all of the terms of the Union's Short Form Agreement for the Construction Industry except that he may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days' written notice, provided to the Union and shall be effective only upon receipt at the Union's main office, Certified Mail Return Receipt Requested, addressed to the attention of the Business Manager at 150 E. Corson Street, Pasadena, California 91103 prior to June 30, 2022, (or June 30th of any subsequent year if the Union fails to give notice in 2022) of his intent not to be bound by any new or renewed Agreement. Thereafter the termination clause of the Short Form Agreement shall apply. The Association will advise the Union of any such communication and send to the attention of the Business Manager at 150 E. Corson Street, Pasadena, California 91103 or notice of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

D. By Memorandum of Understanding between the bargaining representatives of this Agreement and the bargaining representatives of other geographical areas, provisions may be made for the transfer of certain key employees of an individual Employer on a nondiscriminatory basis. Employees of an individual Employer who are transferred into the jurisdiction of Local Union No. 12, under the provisions outlined in this paragraph, shall be allowed to remain on the job or project, in the classification for which they were dispatched, for its duration, but these employees shall not acquire Group "A" Status. However, if any Employer is successful in being awarded another project in Local Union No. 12's jurisdiction immediately upon completion or during the course of his initial project, he will no longer be considered as being a Contractor from outside the territorial jurisdiction of Local Union No. 12, and will employ all his personnel through the dispatch offices of the Local Union.

E. Definitions:

1. Group "A" Status:

a. Workmen who as employees have performed work covered by this Agreement and who have registered and have been available for work as employees at least two and one-half (2½) years cumulatively within the five (5) years immediately preceding registration at the dispatch office in the territorial jurisdiction of the Union and who are available for employment shall attain Group "A" Status and may be requested by name and confirmed in writing by the Contractor no later than forty-eight (48) hours after the workmen report for work. There shall be no job hustling.

b. Workmen shall have "A" Status for any period of incapacity or military service or for any period during which they are transferred by a Contractor to a job or project outside the geographic area of this Agreement and are there employed by such Contractor

or by a joint venture with which said Contractor is associated. "A" Status to be extended to Owner-Operators who previously had "A" Status.

c. Workmen who have completed the Apprenticeship Training Program established under this Agreement shall obtain "A" Status. Any Apprentice having been cancelled for just cause after written and specific notice and full and fair hearing by the Apprenticeship Committee or who has dropped out of the program of his own accord shall not be permitted to register for employment with the Local Union for a period of two (2) years after cancellation or until such time as he would have graduated from the program, whichever time period is shorter.

d. Workmen employed by an Employer at the time of his Employer signing this Collective Bargaining Agreement shall obtain "A" Status after two and one-half years (2½) in conformity with Subparagraph (a). Workmen in this category, however, may be called by name by such former Employer.

2. Group "B" Status: Workmen who have lost their preference as Group "A" workmen or who have performed work of the type covered by this Agreement under a Collective Bargaining Agreement of the International Union of Operating Engineers, shall register in Group "B".

3. Group "C" Status: Workmen whose names are entered on the out-of-work list and who are available for employment but who fail to qualify for Group "A" or Group "B". Workmen dispatched on two (2) occasions and who fail to qualify for the work to which they were dispatched shall not be dispatched until requested by a former Employer.

4. Preferred "A" Status: Shall be permitted with respect to the following classifications but requests by name will not be permitted unless previously employed by the Contractor:

- Air Compressor, Pump or Generator Operator. Group I
- Generator Operator. Group I
- Generator, Pump or Compressor Operator. Group I
- Generator, Pump or Compressor Plant Operator. Group I

a. The Contractors recognize the person employed under this section is a person who has reached an age where his productivity of operating heavy equipment has been restricted because of high speed and technical advances, or has been injured in an industrial accident and can be utilized on work of this nature.

b. It is not the intent of this clause to raise costs of construction, but rather to recognize the responsibility of the industry to provide suitable employment for such employee. On this premise, it is understood all Contractors on a job or project will request

all Subcontractors and building tradesmen to assist in providing such employment to said Operating Engineer.

c. With respect to the above classifications, those registered in the Preferred "A" Status shall prevail.

d. Compressors: When the number of compressors (excluding compressor house or plant) of the 150 C.F.M. type, gasoline or diesel driven, exceeds nine (9) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units exceed sixteen (16), another Operating Engineer from the Preferred Classification shall be employed.

e. On any single unit, gasoline or diesel driven, capable of producing 900 C.F.M. on a job or project, an Operating Engineer from the Preferred Classification shall be employed. It is further understood that a Preferred Operator shall be employed on major drilling and blasting operations to operate the Compressor and assist in the drilling and blasting operations.

f. Welding Machines and Generators: When the number of welding machines and/or generators (small portable units) gasoline or diesel driven, exceed nine (9) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units exceed sixteen (16) another Operating Engineer from the Preferred Classification shall be employed.

g. When an Employer uses generators on his job which total 300 K.W., an Operating Engineer from the Preferred Classification shall be employed, excluding asphalt, CTB, concrete and rock plant operations.

h. This Article shall include the machines of the prime Contractor and/or Subcontractor in operation on any job or project.

i. When the number of compressors, welding machines and/or generators in combination - described in Paragraphs 4-d and 4-f exceeds twelve (12) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units in combination exceeds twenty-four (24), another Operating Engineer from the Preferred Classification shall be employed.

j. Subparagraphs (d), (e), (f), (g), (h), and (i) above, shall not apply to a job or project Two Million Five Hundred Thousand Dollars (\$2,500,000.00) or less.

k. The Employer shall call the Union Dispatch Office for all workmen used in the above classifications and shall not use workmen who were dispatched to perform work in other classifications except in cases of emergency or on jobs where a single unit of small pumps, compressors or generators are used. The Employer may utilize the services

of another employee covered by this Agreement to service such single, small unit. Workmen registered on the Preferred List shall be dispatched until this list is exhausted.

5. Workmen registered in this Preferred "A" Status shall:

a. Be ineligible to register and shall not register for work in any classification other than those specified in this paragraph.

b. Be fifty-five (55) or more years of age and have at least ten (10) years employment or availability for employment, in any one (1) or more classifications contained in this Agreement of the type or kind of craft work covered by this Agreement in the geographic area defined in this Agreement, provided, however, that a person who does not meet such requirements but who has a physical handicap preventing his employment in any classification except one specified in this paragraph and who has "A" Status, or acquired such handicap as a result of an industrial accident while employed as an Operating Engineer, shall be permitted to so register.

F. All Officers and Business Representatives of the Union who have had experience in any one (1) or more of the classifications of work contained in this Agreement and all employees above the rank of craft foreman employed by the individual Contractor in the area covered by this Agreement who have previously had work experience in one (1) or more of the classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment of an individual Contractor as an employee at the trade, he shall do so with the same preference as if he had continually worked for individual Contractors.

G. In the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions subject to the conditions of this Article II shall govern.

1. Hiring -- Union Responsibilities:

a. The Union shall establish and maintain open and nondiscriminatory employment lists for workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to registration and dispatchment subject to the provisions of this Article.

b. The District Dispatching Office will furnish in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists to the Contractor by use of a written referral in the order of preference outlined in "Definitions" of this Article, and the selection of workmen for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

c. Subject to the foregoing, the individual Contractor is the judge as to the competency of all his employees and applicants for employment. The Contractor may reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Contractor. All workmen shall be employed in accordance with the provisions of this Agreement. No employee shall be discharged or discriminated against for activities on behalf of, or representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the grievance procedure.

d. The Union will maintain a District Dispatching Office in the city of Las Vegas, Nevada to provide service to the Contractors.

e. Employees employed by the Contractor pursuant to the terms of this Agreement shall not be removed or transferred by the Union unless prior approval of the Contractor involved is obtained.

f. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker" or Subcontractor, furnishes workers to perform work covered by Article I, Section B, 8 (e) of this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

2. Hiring -- Contractor Responsibilities:

a. The Contractor shall first call a District Dispatching Office (as referred to above) for such workmen as he may from time-to-time need, and the office shall furnish to the Contractor the required number of qualified and competent workmen of the classification needed and requested by the Contractor, strictly in accordance with the provisions of this Article.

b. It shall be the responsibility of the Contractor when ordering workmen to give the Union all of the pertinent information regarding the workmen's employment.

c. Reasonable advance notice (but not later than twenty [20] hours prior to the required reporting time) shall be given by the Contractor to the dispatching office upon ordering such workmen, and in the event that forty-eight (48) hours after such notice the dispatching office does not furnish such workmen, the Contractor may procure workmen from any other source or sources. If men are so employed, the Contractor will immediately report to the dispatching office each such workman by name.

d. When the Contractor desires to transfer employees from one (1) district to another, he shall give reasonable advance notice (by telephone or otherwise) to

the office in the district where the men are employed. The District Office which includes the area where the men are to be employed will issue new referrals.

e. Where employees are transferred to a job by the Employer and of necessity must remain away from their permanent home, the Employer and the employee will agree to the amount of compensation if the job is not located in a subsistence zone.

H. 1. The Contractor and the Union will not discriminate against any person with regard to employment or Union membership because of his or her ancestry, age (40 and above), color, disability (physical and mental, including H.I.V. and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes language restrictions), race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination and application to Union membership.

2. In the event the Union is unable to refer applicants for employment to a Contractor in sufficient number, or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Contractor to fully comply with minority hiring requirements imposed by his construction contract with any Federal, State or Governmental body, commission or agency, or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Contractor, then in any such event the Contractor shall be free to directly recruit from any source such number of minority applicants acceptable to the Contractor as may be necessary to satisfy the Contractor's needs to effect such compliance.

3. It is understood, the Contractor shall submit to the Union, in writing, any such request for minority applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law, the Construction project number and a copy of the compliance order.

I. Employers who utilize certain small types of equipment normally operated by Operating Engineers for short periods during a shift and of necessity occasionally use the services of a workman of a craft other than Operating Engineers to operate this equipment shall have such workman referred to him by the Union. The Employer shall notify the Union in writing giving the name, social security number and job classification of the person he intends to utilize on work covered by this Agreement for short periods of time during the shift.

1. Prior to the employment of such workman, the Employer shall first contact the Union advising them of the type of equipment for which the employee is to be dispatched.

If the Employer and the Union have met and it is determined the job warrants the necessity of such workman, he shall then be dispatched to the Employer but shall only operate the piece of equipment for which he was dispatched. In the event the Employer violates the provisions set forth in Paragraphs 1, 2, 3 and 4 of this Article, then he shall lose the privilege of this Article for a period of six (6) months. Any subsequent violations of these provisions, the Employer shall lose the opportunity to take advantage of the aforementioned paragraphs for eighteen (18) months.

2. The workman employed by the Contractor shall designate the fringe benefit trust to which he chooses to have the Employer make contributions on his behalf if such trusts are other than those specified in this Agreement. Such designations shall be made by the workman at the time such workman is referred or otherwise employed, and shall be made in quadruplicate with one (1) copy for the Employer, one (1) copy for the Operating Engineers Trust Funds Administrator, one (1) copy for the Union and one (1) copy for the employee.

3. In the event the workman shall, as referred to above, designate that such fringe benefit contributions be made by the Contractor to trusts other than those specified by this Agreement, such contributions shall be made by the Contractor in the amounts specified from time-to-time by the applicable bargaining agreements providing for such other trusts and for the contributions thereto, and shall be made at the time and in the manner specified by such other trusts or the Trustees thereof.

4. The Contractor shall advise the Union in writing as to the workman's qualifications. Such workman, upon leaving the employ of the Contractor for any reason, may register on the Union's referral lists only in the classification for which he was originally referred to the Contractor. Such workman who leaves the employ of the Contractor shall not gain "A" Status on the Union's referral lists for a period of two and one-half (2½) years following his original referral and may register with the Union only in the classification of work he performs for the Contractor to whom he was originally referred.

5. No such workman shall be employed to the extent that would deprive a full-time Operating Engineer or Apprentice Operating Engineer from employment with the Contractor. No such workman shall be allowed to perform any work covered by this Agreement on a job or with a company which does not meet the requirements for Apprenticeship ratio or EEOC rules and requirements.

J. Each Employer who employs over five (5) Operating Engineers on any one (1) job or project covered by this Agreement or, if there are not over five (5) Operating Engineers on any one (1) job or project, who employs eleven (11) Operating Engineers on all company jobs or projects covered by this Agreement, shall have a minimum of one (1) Apprentice in his employ, if available. Thereafter, he shall include an additional Apprentice in each six (6) Operating Engineers employed after the first six (6) on any job or project covered by this Agreement or in each twelve (12) Operating Engineers employed after the first fifteen (15)

on all company jobs or projects covered by this Agreement. Preferred workmen and nonworking Foremen will not be considered in determining the number of Operating Engineers employed for the purposes of this section.

K. The Joint Apprenticeship Committee established by the parties to this Agreement shall have the responsibility for establishing a referral procedure for Apprentices in conformance with the training standards. The Union shall dispatch all Apprentices in accordance with the procedure established by the Joint Apprenticeship Committee without regard to other provisions of this Article II.

1. It is agreed that all Apprentices shall be under the direct supervision of a Journeyman at all times and shall not perform any work alone. No indentured Apprentice may be employed as a Foreman until he has completed the Apprenticeship Program and is given Journeyman status.

2. The cost of dispatching Apprentices shall be borne entirely by the Joint Apprenticeship Trust.

L. A Contractor found violating any portion of this Agreement as determined by the grievance procedures shall immediately pay compensatory damages in the amount of one (1) day's pay at the highest Journeyman rate under this Agreement for each day or portion thereof the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund and the Contractor shall immediately order another workman from the Union's out-of-work list when required. If the Contractor is found in violation of the Subcontractor clause, such damages shall be paid to the Union.

ARTICLE III

Strikes, Lockouts, Jurisdictional Disputes

A. It is agreed by the parties hereto that all grievances or disputes arising between them over the interpretations or applications of the terms of this Agreement shall be settled by the procedure set forth in Article V hereof. During the term of this Agreement, the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown or stoppage of the work of the Contractor, unless specifically noted in this Article. The employees will perform the services for the Contractor under work described herein when required by said Contractor to do so, and during the term of this Agreement, the Contractor shall not call or engage in, sanction or assist in a lockout of the employees on work described herein.

B. The language contained in the Agreement pertaining to the No Strike, No Lockout provisions or jurisdictional language shall not apply under the following conditions:

1. All classifications contained in said Agreement shall be manned by an employee or employees covered by this Agreement.

2. In the event that classifications contained in this Agreement conflict with the other crafts agreements, the classifications contained in this Agreement shall prevail.

C. If work on a project is declared to be unfair by a Building and Construction Trades Council and/or the International Union of Operating Engineers, Local Union No. 12, and work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if during the period of said work stoppage, the members of the Union refuse to cross a primary picket line.

D. The Union recognizes the construction industries for the settlement of jurisdiction disputes, known as the plan, and will utilize that plan in the first instance in an honest attempt to resolve any dispute that may arise. The parties signed to this Agreement recognize, however, that some Contractors and some Building Trades Unions are not "stipulated" to the plan which creates a major problem in the industry. To alleviate that problem, Local Union No. 12 submits that all classifications contained in this Agreement be recognized as the work of the Operating Engineers and shall be assigned accordingly. The Union also recognizes that other Building Trades Unions claim certain equipment that has been recognized as the work of the Operating Engineers for many years but assign the operation of said equipment in violation of past practices, agreements of record and previous assignments of the work.

If an Employer or its Subcontractor makes an assignment that is obviously a mis-assignment to cause discord on the job or completely ignore Local Union No. 12's rightful jurisdiction, then the Union shall notify the Contractor by Certified Mail that a jurisdictional dispute exists and they are in violation of the Agreement. If the Contractor does not rectify said dispute in accordance with the provisions noted herein, the Union shall not be in violation of the Agreement if services are withheld. It is also recognized that it is prevalent in the industry to engage the services of a Subcontractor to perform certain job functions on the project. In the event a Subcontractor is used, all provisions of this Article shall apply.

In the event the Contractor is in doubt as to the proper assignment, he shall consult the various jurisdictional agreements between the trades and absent the clarification of the dispute the Contractor and/or Subcontractor shall make the assignment based on the classification contained in the agreement.

E. The Union pledges to work very diligently with the Employer to avoid any misunderstanding that may occur with the interpretation of this Article.

F. Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination and the work shall proceed as assigned by the Contractor until such determination by the International Unions has been confirmed to the disputing Unions and the Contractors.

G. In the event of the failure of settlement under the paragraphs above, the Union and the Contractors, except the Teamsters, agree to be bound by all the terms and provisions of this Agreement establishing procedure for the resolution of jurisdictional disputes in the Construction Industry known as "The Plan for the Settlement of Jurisdictional Disputes in the Construction Industry". In particular, the undersigned agrees to abide by those provisions of the plan requiring compliance with the decisions and awards of the Administrator, Arbitrators or National Arbitration panels established under the Plan, and to fulfill the obligations of the Employer set forth in this Agreement.

This Plan shall run for the term of this Agreement and shall continue in effect for each year thereafter unless specifically terminated, effective upon the anniversary date of said Agreement, in accordance with the notice provisions contained in this Agreement. In the event the Impartial Jurisdictional Dispute Board for the Construction Industry ceases to function, the provisions of Article XIX, General Savings Clause, will apply.

H. Nothing contained in this Agreement or any part thereof, or in this Article III, or any part thereof, shall affect or apply to the Union in any action the Union may take against any Contractor who has failed, neglected or refused to comply with or execute the final settlement or decision reached through the procedure for settlement of disputes, except grievances concerning subcontracting.

ARTICLE IV Classifications

A. When new types of equipment or machines are put into operation for which present classifications and wage rates are not applicable, the Contractor, the appropriate Contractor Association, and the Union will, within three (3) working days, agree upon temporary classifications and wage rates. Such temporary classifications and wage rates shall be immediately referred by the appropriate Contractor Association to the Labor-Management Adjustment Board which shall at its next meeting review and establish the proper classifications and wage rates. Either party having a dispute under this Article shall have the right of adjudication of same in accordance with the provisions of Article V.

B. The Contractor and the Union agree that wage scales apply to classifications rather than to men. The Contractors agree when the number of pieces of equipment on a job or project exceed the number of employees employed to operate the equipment, the Contractor shall not assign the operation of any of the equipment to any other employee not covered by this Agreement. An employee may be changed from one (1) classification or piece of equipment and returned to his original classification or piece of equipment only once on any shift. If an employee is changed from one (1) piece of equipment to another piece of equipment, the piece of equipment which the employee leaves may not operate unless the employee is replaced by another employee (this will not apply when the individual Contractor or Subcontractor has seven [7] or less pieces of equipment, excluding pumps, compressors and generators on the job). If the Contractor is found violating this Section B

of Article IV, it is agreed that the Contractor shall pay a penalty contribution to the Operating Engineers Health and Welfare Fund equal to one (1) day's pay for each day or portion thereof the violation occurred at the highest Journeyman rate of pay, plus fringe benefits to the Operating Engineers Trust Funds. However, an employee who is transferred to another piece of equipment and who is not qualified to operate that equipment, shall not be discharged or laid off but shall be returned to the equipment to which he was originally dispatched if such equipment will be further used within a reasonable time on the project. This Section B shall not apply to indentured Apprentices.

C. The number of employees and the number of classifications required to perform any operation covered by this Agreement shall be determined by the Contractor (except for established crew sizes listed in this Agreement), provided that if a Contractor desires to lessen or increase the number of employees or the number of classifications used to perform any such operation and no understanding can be reached, then either party may have same determined by the procedure provided for in Article V of this Agreement.

D. There shall be no limitations or restrictions against the use of any machinery, tools, or labor-saving devices, provided, however, that such machinery or power tools and equipment shall be furnished by the Contractor and provided, further, that no employee shall be required to work under any conditions that are injurious to his health or safety, or in conflict with the present well-established customs in the industry.

E. An employee who has been found to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification as determined by the grievance procedure.

F. If a Contractor is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages to the Health and Welfare Fund in an amount as determined through the grievance procedure.

ARTICLE V

Procedure for Settlement of Grievances and Disputes

A. There is hereby established a Labor-Management Adjustment Board consisting of the individuals who actually negotiated this Agreement. The establishment of this Board and the purpose of its existence is for the express purpose of interpreting and enforcing all the terms and provisions contained herein. No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Union within thirty (30) days after the alleged violation occurred.

1. The parties to this Agreement agree to be bound by any and all decisions, assessments or recommendations and will abide by any compromise recommended by the

Labor-Management Adjustment Board whose decisions shall be binding and final on either or both parties.

2. In the event the Labor-Management Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties, and the cost of arbitration will be borne equally between the Union and the Contractors.

B. The following procedures for settling grievances and disputes shall be followed without deviation to the end. Any Contractor or any employee of a Contractor will be duly represented in his grievance.

1. No work stoppages by any employees, or employee, except as noted in Article III, Section B, Paragraphs 1 and 2, will be recognized as a grievance unless the job or project is in operation. This paragraph is intended to mean, all employees are to work at their assigned duties and to follow the grievance procedures without interrupting the progress of the job. Common judgment is to be used in unsafe conditions and no subterfuges are to be employed by either employees or Contractor.

2. The first step toward settling a grievance or dispute will be between the Union Representatives and the authorized Representative of the Contractor. If a Job Steward is present on the job or project, such Steward may be requested to lend information as necessary.

3. In the event the issue is not settled in a meeting between the Union Representative and the Contractor, the Labor Relations Representative of the Contractor Association shall meet with the Contractor and the Union's Representative in an attempt to resolve the dispute.

a. At the conclusion of the aforesaid meeting, the Union Representative and the Association Representative shall make a written report of the dispute to their respective principals. Such report shall give all pertinent information and the disposition of their meeting.

4. In the event the issue was not resolved at this meeting, the issue shall immediately be referred to the Labor-Management Adjustment Board for its consideration and decision.

a. Either party may bring those involved in the dispute to the hearing of the Labor-Management Adjustment Board to assist in presenting their position.

b. After a full hearing has been held, the Labor-Management Adjustment Board in executive session, and after due consideration of the case, shall vote by secret ballot as a Board and not as Association members or Union members.

5. The Joint Chairmen of the Labor-Management Adjustment Board or Arbitrator shall render the decision of the Board, including penalties, reinstatements, discharges, etc., in writing to the parties involved. This decision is final and binding.

6. It is also agreed that no more than one (1) Staff Representative from the Association may represent the Contractor Board members who are absent so long as there are two (2) Contractor Board members present, provided that the Association which is a party to the Agreement shall be represented on the Board.

7. Minutes of all meetings of the Labor-Management Adjustment Board shall be recorded by one (1) of the Board members selected by the Board and shall be signed by all members of the Board. Minutes shall be a condensation and need not be verbatim.

C. In the event a dispute is referred to arbitration, said dispute shall be reduced to writing by the Board. The Board reserves the right to refer a dispute to the American Arbitration Association or the Federal Mediation and Conciliation Service and agrees to abide by their Rules of Procedure.

D. The Arbitrator shall have no authority to make recommendations or decisions which would add to, alter, vary or modify any of the terms or provisions of this Agreement. All decisions of the Arbitrator shall be based on the language of this Agreement and the intent of the Negotiating Committee. The Arbitrator shall render a decision within sixty (60) days of the final submission of all evidence and arguments by the Employer and the Union.

E. The time limit for all the steps in this Article shall be five (5) working days but may be extended by mutual agreement of the Board.

F. The Labor-Management Adjustment Board shall meet no less than quarterly, whether any grievances are to be acted on or not, to review any problems having arisen in connection with this Agreement.

G. The Labor-Management Adjustment Board shall draw up ground rules at its first meeting for the application of this Article.

H. There shall be no Attorneys, Court Reporters, Recording Devices of any type at the Labor-Management Adjustment Board hearings.

ARTICLE VI

Business Representative and Job Steward

A. The Business Representative of the Union shall have access to the jobs during working hours for the purpose of adjusting grievances or disputes and such other duties as he may have to perform, provided his activities do not interfere with the progress of the job.

B. The Job Steward shall be a working employee, selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his Steward's duties as outlined in Section D of this Article as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of the Job Stewards, and the Contractor, or his representative, prior to laying off or discharging the Job Stewards for cause, will meet with the representative of the Union servicing the particular job or project two (2) full working days prior to such intended layoff or discharge. If, at any time, it is determined it is a justifiable layoff or discharge, the Contractor or his representative will notify the Union in writing of these results. It is recognized by the Contractor that the employee selected as the Job Steward shall remain on the job as long as there is work in a classification he is qualified to perform. The Job Stewards shall not be discharged or laid off for the performance of his agreed-upon duties when performed in accordance with this Article.

C. Stewards shall be given job security and must have the right to transfer as Steward from job-to-jobs provided they are qualified employees and perform their employee duties to the satisfaction of the Contractor. There shall be no discrimination against the Union Stewards for performing his Union duties. New employees shall on their first (1st) day of employment show their job referrals to the Job Steward. If the Steward is not immediately available, the new employee shall show his referral to the Steward as soon as possible.

D. To promote harmony between the Union and the individual Contractor, the Stewards shall be limited to and shall not exceed the following duties and activities:

1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a job referral.
4. Report to the Contractor's designated representative any work belonging to the Operating Engineers being done by nondispatched workmen or by workmen of another craft.
5. Report to his Business Representative infractions of this Agreement which have not been resolved between himself and the Contractor's designated representative.

6. Make a complete job check during working hours once a month.
7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Employer and the Job Stewards prior notice.
8. Report any reckless or unsafe employees covered by this Agreement on the jobsites to the Contractor's designated representative or his Business Representative.
9. In the event the Steward is off work for an extended period of time due to injury or illness and returns to work, the Contractor shall reinstate the Steward to the same job classification as when he left. If said classification is not available, then the Steward shall work in a classification he is qualified to perform.
10. The Job Steward shall not:
 - a. stop the Contractor's work for any reason, or
 - b. tell any workman or any employee covered by this Agreement that he cannot work on the job.
11. Infraction of either of these two (2) rules shall be cause for immediate dismissal of the Job Steward without any prior notice.

ARTICLE VII Existing and Other Agreements

A. No Contractor, party hereto, shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workmen covered by the terms of this Agreement, performing similar work in the area covered by this Agreement with the exception as set forth in Section B, Article XVI.

B. The parties to this Agreement recognize and agree that this Agreement was negotiated with the understanding that its intent was to cover Employers (Contractors) that are primarily involved in the construction contracting business. It is also expressly understood that Employers shall not become signatory to this Agreement for the purpose of subterfuge of the terms and conditions of any other Agreement. Any violation or perceived violation is subject to the grievance procedure.

C. When any Contractor of any one of the Associations receives an award for a dredging job or project, the Contractors will be bound by all the terms and conditions of the Master Dredging Agreement between the International Union of Operating Engineers, Local Union No. 12 and the Dredging Contractors Association of California.

1. In the event any Contractor of any one (1) of the Associations fails to abide by the provisions of the above paragraph, Article III and Article V of this Agreement become null and void and the Union shall have the right to take any economic action it chooses and will not be in violation of this Agreement.

ARTICLE VIII Health and Welfare Plan

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated November 23, 1954, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust, and further to make payments to the Fund in the amount designated in Appendix F of this Agreement for all straight-time or overtime hours worked by or paid each employee under this Agreement. The participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

B. In the event the Trustees determine that they are unable to maintain the then existing level of benefits of the Plan without reducing the reserve funds of the Trust below the minimum required three (3) months premiums, they shall promptly advise the parties to this Agreement and Declaration of Trust of their conclusions and shall certify to said parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties their estimate of the rate of contributions which will be sufficient to maintain the then existing level of benefits of the Plan.

1. The parties to this Agreement agree that if a majority of the participants in this Plan at the Semi-Annual Membership Meeting or a special called General Membership Meeting desire to increase the hourly contribution, as contained in this Article, to maintain or increase the level of benefits by allocating additional cents per hour from their existing hourly wage rate or from future agreed-to wage increases, they will amend this Article in accordance thereof.

2. The intent of Section B, Paragraph 1, of this Article is to maintain the level of benefits agreed to by the Trustees for the period of this Agreement without any increased cost to the Employers.

C. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

D. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics and office engineers as they

are defined in the Exclusion Clause of Article I, Section B, Paragraph 6, in the amounts and manner to be determined by the Trustees.

ARTICLE IX Pension

A. A pension fund known as the Operating Engineers Pension Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated December 13, 1960, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and further to make payments to the Fund in the amount designated in Appendix F of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewal or extension thereof or for the period workmen are employed under the terms of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

C. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics and office engineers as they are defined in the Exclusion Clause of Article I, Section B, Paragraph 6, in the amounts and manner to be determined by the Trustees.

ARTICLE X Defined Contribution Plan (Annuity)

A. A defined contribution fund known as the Operating Engineers Defined Contribution Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated June 14, 2018, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "F" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extension thereof or for the period workmen are employed under the terms of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

C. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics and office engineers as they

are defined in the Exclusion Clause of Article I, Section B, Paragraph 5, in the amounts and manner to be determined by the Trustees.

ARTICLE XI Vacation-Holiday Fund

A. A vacation-holiday fund known as the Operating Engineers Vacation-Holiday Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated the 10th day of July, 1963. The Contractors agree to abide by said Agreement and Declaration of Trust and further to make payments to the Fund in the amount designated in Appendix F of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. The participation of the Contractors in said Trust shall be for the duration of this Agreement or any renewal or extension thereof and for the term of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

ARTICLE XII Joint Apprenticeship and Journeyman Retraining Fund

A. A joint apprenticeship and journeyman retraining fund known as the Southern Nevada Operating Engineers Apprentice and Journeyman Training Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated October 14, 1964, and subsequently amended by the parties to this Agreement on June 16, 1975. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make contributions in the amount designated in Appendix F of this Agreement for each hour worked or paid each employee under this Agreement.

B. The contribution shall pay for the administration of the Joint Apprenticeship and Journeyman Retraining system and for the administration of the Fund and shall also pay for the retraining of members in an effort to increase their skills in operating and repairing equipment. The number of Journeyman-Trainees shall not be increased during periods of economic action under this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof.

C. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

ARTICLE XIII
Engineers Contract Compliance Committee (ECCC)

A. Effective January 1, 1989, the Contractor shall pay in accordance with Appendix F, for all hours worked or paid to the Engineers Contract Compliance Committee (ECCC). The ECCC shall be established by the Union in accordance with Section 6-(b) of the Labor-Management Cooperation Act of 1978, and shall be composed of one (1) contractor representative from each of the contractor associations (4), and four (4) representatives from Local Union No. 12. The purpose of the ECCC shall be to improve job security and organizational effectiveness and involve workers in decisions affecting their jobs.

B. The Contractor shall be bound by the Declaration of Trust of the ECCC, and all amendments. Therefore, the parties agree to establish a Joint Labor-Management Cooperative Committee (Committee) for promoting job security of employees working under the Agreement, and for enhancing economic development of the Contractors. Among the methods the Committee shall use to attain these objectives shall be enforcement of the obligation of non-signatory contractors and employers to abide by Federal and State prevailing wage laws, or other government agency laws.

C. The parties shall either establish a new trust fund or participate in an existing trust fund which has these objectives. There shall be equal representation of labor and management on the trust fund, which shall have an executive committee of one (1) labor and one (1) management representative, along with an administrative staff to conduct the Committee's day-to-day affairs.

D. The parties agree that the monies collected shall be deposited in an interest-bearing account until the plan becomes operational, however, during the interim period the parties to the Agreement may place someone in the employment of the plan to assist in formulating and establishing the program.

ARTICLE XIV
**Contract Administration and
 Industry Advancement Fund**

A. The Union recognizes that the Association needs to expend certain sums to administer the labor contract on behalf of signatory Employers and promote programs designed to improve the construction industry. Each individual Employer covered by this Agreement will contribute the sum of fifteen cents (15¢) per hour for each hour compensated to Operating Engineers employed by such individual Employer under this Agreement to the Contract Administration and Industry Advancement Fund.

B. For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Nevada Contractors

Association (NCA) to act as his agent in all matters concerning the Fund. The Nevada Contractors Association (NCA) shall receive all Contract Administration and Industry Advancement Funds contributed by NCA proxied members.

C. The Majority Association shall receive on a proportional basis Contract Administration and Industry Advancement Funds based on reported hours worked by contractors not proxied to a Contractor Association (i.e. 90% of reported hours worked = 90% of Contract Administration and Industry Advancement Funds not proxied or designated to a Contractor Association).

For the purpose of this Article the following definitions shall apply. The term "Contractor Association" shall refer to a Contractor Association whose members have selected the Association by written proxy to represent the members in matters of collective bargaining, grievances, arbitration and/or all other matters pertaining to labor relations. The term "Majority Association" herein shall refer to the Contractor Association which has the majority of reported hours worked by the Operating Engineers through proxied members.

ARTICLE XV Trust Funds and Delinquencies

A. Trust Funds:

Trust Funds named in this Agreement have been established and subsequently amended by the Contractors and the Union. The Contractors agree to abide by said Agreements and Declarations of Trust as they now exist or as they may be amended and, further to make payment to each Trust Fund in the amount designated in Appendix F of this Agreement on all hours of employment (hours worked or paid) of each employee who performs any work described in this Agreement.

B. Delinquencies:

1. In the event a Contractor is determined to be delinquent in performing any obligation to a Trust Fund by the Board of Trustees or authorized committee of trustees of that Trust Fund, the Trustees shall provide a written notice of delinquency to the Contractor. If the Contractor fails to finally resolve the delinquency dispute to the full satisfaction of the Trust Fund within ten (10) days after the date of transmittal of the written notice, the Union party to that Trust Fund may take economic action including, but not limited to, the right to withhold employees, refusal to dispatch workmen and strike action against such Contractor until satisfactory resolution of the delinquency dispute between the Trustees and the Contractor.

2. The respective Trustees of the Trust Funds shall furnish a list of delinquent Contractors each week to the Contractor Associations and Unions without charge. The respective Trustees of the Trust Funds shall be requested to make available

to all contributing Employers, upon subscription, at a charge to be determined by the Trustees as their actual cost, a list of delinquent Contractors each week. Because the furnishing of services by a Subcontractor who has not made the appropriate fringe benefit payments serves to undermine the standards of this Agreement and to deprive employees who would otherwise be having fringe benefit contributions paid on their behalf of the opportunity for employment, the Contractor agrees that it shall not subcontract any portion of his job to any such listed delinquent Contractor. The Contractor agrees he will not subcontract any portion of his job, including work covered by this Agreement, to any Employer whose name appears on the delinquent list of the Trust Funds until such Employer has paid all delinquent monies to the Trust Funds. In the event the Contractor subcontracts to any such delinquent Employer in violation of the foregoing, the Contractor shall remove such Subcontractor from the job immediately unless such delinquent Subcontractor immediately makes full payment of all amounts owed to the Trusts.

The terms "Employer" and "Subcontractor" shall include all present and prior entities of the delinquent Employer or Subcontractor regardless of any change of name, or change of entity, provided that the owner or shareholders of the delinquent Employer or Subcontractor holds at least ten percent (10%) ownership in the new entity.

This Section 2 shall be enforceable only through a lawsuit.

3. In the event the Contractor subcontracts work covered by this Agreement to an Employer named in the delinquent list most recently published by the Trust Funds before the date of subcontracting, the Contractor shall be liable to the Trustees of the Trust Funds for all accrued delinquencies of the delinquent Subcontractor. Further, the Contractor shall withhold sufficient funds from monies due or to become due such Subcontractor and shall pay the sums over to the Trust Funds. Should the Contractor subcontract to a Subcontractor who becomes delinquent and is named on the delinquent list after executing a subcontract document, the Contractor will be liable for only those delinquencies that occur on his labor project even though the Subcontractor commences work on the project after his name appears on the delinquent list.

If a Subcontractor becomes delinquent after commencing work for the Contractor, the Contractor shall be liable for all delinquencies incurred on the Contractor's jobs or projects. The Contractor shall remove the Subcontractor who fails to correct his delinquency within five (5) working days after notification of such delinquency. If the Contractor fails to remove such Subcontractor in accordance with this paragraph, the Contractor shall become liable for all past accrued delinquencies of such Subcontractor.

This Section 3 shall be enforceable only through a lawsuit.

4. The Employer shall make contributions to the appropriate Trust Funds for all employees covered by this Agreement for all hours of employment (worked or paid) of

such employees. The Union represents all employees who perform any work in the Union's jurisdiction and such employees shall be covered by this Agreement.

5. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine Contractor's Federal W-2 Forms and 1099 Forms. In addition, Cash Disbursement Records, individual time cards, individual payroll records and Employer reports to other trust funds, may be audited by the Trustees to verify total amounts due the Trust Funds. Upon demand of the Trustees, any Contractor shall immediately submit relevant payroll information for audit by the Trustees or their designated auditors. If litigation is required to compel such audits, then in addition to any sums found due, the Contractor shall pay all attorney fees, audit costs, interest and other costs incurred in connection therewith. In the event a Contractor or Subcontractor refuses to submit to such audit, the Union shall have the right to take economic action against any or all jobs of such Subcontractor or Contractor.

6. The Contractor has a duty to report to the Trust Funds as required by this Agreement. The Contractor shall maintain for a period of not less than five (5) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement. The Contractor shall furnish such records for audit by the Trust Fund representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligation, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for and frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly. For these reasons, if an audit by the Trust Funds discovers that the Contractor has failed to report and pay properly as required by this Agreement, the Trust Funds right to sue for the Contractor's failure to pay shall begin to run from the date of the audit in which the delinquent amounts are discovered.

7. Each individual Contractor found to be delinquent, in accordance with the Trustees determination, shall be liable to pay all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of Twenty-Five Dollars (\$25.00) or ten percent (10%) of the delinquent amount, whichever is the greater, shall be due to each Trust Fund from the delinquent Contractor.

8. If an employee of the Contractor performs any work covered by this Agreement and is paid by any method other than (or in addition to) hourly wages, including, but not limited to draws, bonuses, dividends, or equipment rental payments, the Contractor is obligated to pay contributions to each of the Operating Engineers Trusts on behalf of the employee at the specified hourly rates, based on a minimum of forty (40) hours per week of employment. This obligation shall commence on the date the employee first performs any work covered by this Agreement and shall continue for each week until the employee is terminated from all employment with the Contractor. The obligation shall not be diminished

by evidence that the employee worked or was paid for fewer than forty (40) hours in any week.

The obligation under this Paragraph 8 shall not apply with respect to a maximum of two (2) employees, each of whom owns at least ten percent (10%) of the issued and outstanding capital stock of the Contractor, provided that the Contractor has executed and has fully complied with the terms of a Principal Shareholder Program Participation Agreement with the Operating Engineers Trust covering such employee(s) for the term of employment involved.

The obligation under this Paragraph 8 shall not apply to a bona fide year-end or mid-year bonus which the Contractor establishes to the satisfaction of the Trusts is not a disguised attempt to pay wages or to pay a bonus in lieu of wages.

ARTICLE XVI Qualifications

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution or By-Laws, or by contract or any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Union on whose behalf the said parties are signing the said Agreement.

B. It is understood by the Contractors and the Union that there may be other Agreements pertaining to the rental and use of construction equipment, and that the Contractors signatory to this Agreement may also be signatory to agreements between other organizations and the Union.

1. Nothing contained in any other agreement will change the conditions as set forth in this Agreement pertaining to the use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or Subcontractor.

2. Nothing contained in this Agreement shall relieve any Contractor or Subcontractor from his contractual obligations under such other agreements as referred to in Section B, except as specifically set forth in Paragraph 1 above.

C. Except in those cases when an individual member of the Contractor Association, on his own accord, has entered into another agreement with the Union, this Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has authority to make, and neither of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein. Any provisions in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work covered herein.

D. Neither party to this Agreement shall cancel this Agreement because of a claimed breach thereof or file any action for damages because of a claimed breach of this Agreement without first exhausting the grievance and arbitration procedure of this Agreement, and neither party shall file any action for damages because of a claimed breach of this Agreement without giving notice, in writing, to the other party and allowing ten (10) days thereafter to such party for redress or correction.

ARTICLE XVII Supplemental Dues

A. Subject to the following conditions, the Contractor agrees that each employee may give written authorization to the Board of Trustees of the Operating Engineers Vacation-Holiday Savings Trust to pay to the Union from funds held by the Trustees on his behalf the amount certified by the Business Manager of the Union as owing for each hour of the employee's employment (hours worked or paid) in each payroll period as special Supplemental Dues owed by the employee to the Union.

B. The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration, and remittance to the Union of the Supplemental Dues payments shall be borne solely and entirely by the Union. The Contractors and Union agree to amend the Agreement and Declaration of Trust in the Operating Engineers Vacation-Holiday Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

C. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of execution and shall renew automatically from year-to-year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days' and not less than ten (10) days' prior to the expiration of each period of one (1) year or of the period of this Agreement, whichever is sooner, terminating the authorization.

ARTICLE XVIII Working Rules

The following working rules shall govern the employment of employees performing all work covered by the terms of this Agreement.

A. Single Shift:

1. Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours, Monday 6:00 A.M. through Friday 5:00 P.M., shall constitute a week's work.

2. The starting time of single shifts shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime for all time outside of the regular constituted shift.

3. All time worked before 6:00 A.M., and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

4. The Contractor, at his option, may start earlier than 6:00 A.M. when twenty-four (24) hours prior notification to the Union is provided in advance of starting of such shift and confirmed in writing. In order to qualify for this provision, such shift and employee(s) involved shall operate for three (3) days or more. Such shift shall work eight (8) hours at the straight-time rate of pay.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that workmen working on multiple shifts must work three (3) consecutive days and shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Section C, Special Shifts.

2. Where the Contractor performs field lubrication and/or repair on equipment outside of the regular single shift operation, employees performing such work

shall be considered as working on the multiple shift basis and receive the basic per hour rate for this eight (8) hour shift as designated in Appendix A-3. All time worked or hours paid for after eight (8) hours worked or paid for in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate rate.

3. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Appendix A through C. However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance with Appendix A-1, B-1, C-1 or E-1 and the second (2nd) shift shall be paid in accordance with Appendix A-3, B-3, C-3, or E-3. The third (3rd) shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday as designated in Appendix A-1, B-1, C-1 or E-1. All time worked or paid for eight (8) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate overtime rate.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours, shall be paid for at the overtime rate, except as provided in Paragraph 5 of this Section B.

5. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

C. Special Shifts:

1. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

2. A special starting time of an eight (8) hour shift, beginning no earlier than 11:00 A.M. and no later than 3:00 P.M. may be established by the Contractor for field lubrication or repair of equipment. Employees on this multi-shift shall receive the basic per hour rate as designated in Appendix A-3. The Union shall be notified, in writing, prior to the establishment of such shift for each job. In cases of deviation from the original established starting time and when the Union is not notified in writing, employees shall be paid overtime for all time worked or paid outside of the regular constituted shift.

3. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift, due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay as designated in Appendix A-3, B-3, C-3 or E-3, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid

for at the appropriate overtime rate. It is agreed, however, in the operations of this shift, no employee will lose a shift's work.

4. A Special Starting Time on Underground Utility Pipeline Jobs Only: The underground Contractor may start the Operator and oiler on backhoe and trenching machines, one (1) hour before the regular constituted starting time for an eight (8) hour shift.

5. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County or State and other contracting agencies, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift during the hours specified in Section B, Paragraph 4, of this Article (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed however, in the operation of this shift, no employee will lose a shift's work. Employees working this special shift shall receive the basic per hour rate as designated in Appendix A-2, B-2, C-2 or E-2.

6. Should any paving, paving maintenance jobs, or slurry seal projects, and only a paving, paving maintenance job or slurry seal project, by necessity and bid document, specification or solicitation require that the paving portion of the job be performed on a Saturday and/or Sunday, the overtime provisions of this Article shall not apply.

(a) For paving work performed between 6:00 A.M. and 5:00 P.M. employees performing that work shall be paid at their straight-time wage and fringe benefits.

(b) All paving work before 6:00 A.M. and/or after 5:00 P.M. or in excess of eight (8) consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½).

(c) At least one (1) day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union Representative an appropriate bid or other document sufficient to satisfy the Union that the paving and/or slurry seal work must be performed on a Saturday and/or Sunday.

7. A special shift may be utilized by the Contractor consisting of four (4), ten (10) hour days, Monday through Thursday.

Straight-time shall be paid for the first ten (10) hours of this special shift Monday through Thursday. All time worked after ten (10) hours shall be paid for at one and one-half (1½) times the regular rate. Any time worked after the twelfth (12th) hour shall be paid at two (2) times the regular rate Monday through Thursday. All time worked on Friday and Saturday shall be paid at the rate of one and one-half (1½) for the first twelve (12) hours. Any time worked after the twelfth (12th) hour and all time worked on Sunday shall be at two (2) times the regular rate of pay.

In the event Monday is a holiday, the established shift may be switched to Tuesday through Friday to insure a four (4) day work week for that work week only. Except in cases of a holiday, the Contractor shall not switch a Monday-Thursday shift to Tuesday-Friday shift.

The Contractor may utilize two (2), ten (10) hour shifts in a twenty-four (24) hour period. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour. Employees assigned to this second ten (10) hour shift of this multi-shift shall receive the basic per hour rate as designated in Appendix A-3.

The Union shall be notified in writing prior to the commencement of this special shift and shall also be notified at the conclusion of this special shift.

It is also agreed that all of the other provisions of this Article pertaining to starting times, show-up time, etc., shall apply and that an eight (8) hour shift cannot be worked in conjunction with the special shift.

Failure to notify the Union of the commencement of this special shift, the Contractor shall pay all employees in accordance with the overtime provision for a regular eight (8) hour shift.

An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's scheduled day(s) off.

If work is provided they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than eight (8) hours pay, and if more than eight (8) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's scheduled day(s) off.

D. Holidays:

The following days shall be recognized as holidays:

New Year's Day	Presidents' Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day After Thanksgiving Day
Christmas Day	

and the first (1st) Saturday, following the first (1st) Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. Double (2) time shall apply for work performed on all holidays. All time worked or paid for shall be subject to contributions to all Trust Funds contained in this Agreement.

E. Reporting Time and Minimum Pay:

1. The employee will furnish the Employer with his current address and phone number. Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless: (1) he has been notified before the end of his last preceding shift not to report or, (2) the Employer has notified the employee, prior to leaving home, not to report. Any employee who reports for work and for whom work is provided, shall receive not less than four (4) hours pay and, if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours are worked in any one (1) day, shall receive not less than eight (8) hours pay.

2. The two (2), four (4), six (6) and eight (8) hour provision of this section shall also apply to Saturday, Sunday and holiday work.

3. Workmen referred under Article II to the Employer's job, who are not able to perform the job to which they are referred because of their own lack of qualifications, or for some other reason which is the workmen's own responsibility, shall not be paid show-up time. Workmen who misrepresent their qualifications when accepting a job referral to an Employer shall be paid only for the actual time worked. Whenever a workman reports for work on his first (1st) shift, he shall immediately advise the Employer if he is assigned to operate a piece of equipment not familiar to him. New employees, on their first (1st) day of hire, shall be paid for their actual time worked.

F. Job Security:

1. Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service, the I-9 Form required by the U.S.

Citizenship and Immigration Services, the authorization cards for dues check-off in the amount designated by the Union and procedure as defined in Article XV of this Agreement, authorization for release of Driver Record information for employees who drive company vehicles only, meal periods and rest breaks acknowledgement on timecards, safety training and tailgate meeting acknowledgement documents, and documents required by the Nevada Equal Rights Commission and Equal Employment Opportunity Commission. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

2. Any piece of unsafe equipment shall not be operated until the unsafe condition has been eliminated by repair so that it can be operated in a safe manner.

3. On all building jobs where hoists, forklifts or elevators are used, such employees shall not be replaced by any other Operator on the job or project, except regular employees, but shall continue to work so long as the piece of equipment to which he was dispatched remains in operation.

4. Any employee who is discharged or discriminated against shall be subject to the Grievance Procedure.

G. Meal Periods:

1. It is mandatory that all employees shall be given a full uninterrupted meal period. The meal period may be staggered between the fourth (4th) and fifth (5th) hours. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double (2) time rate. In addition to the minimum pay requirements, Article XVIII, Section E, when they are required to work overtime after 6:30 P.M., they shall be allowed a one-half (½) hour meal period for every five (5) hours thereafter they are required to remain on the job. Meal periods may be staggered to meet job requirements.

2. When employees working under this Agreement are required to work through the meal periods on Saturdays, Sundays and/or holidays, the employee shall receive an additional one-half (½) hour pay at the applicable wage rate for each meal period that is missed as defined in Section E, Paragraph 2 of this Article.

H. Payment of Wages:

1. All wages shall be paid by check or cash on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. Employees shall be paid prior to the ending of their regular shift. Should the Employer offer the option of automatic deposit of wages and the employee chooses such option, it will be an acceptable means of paying wages provided that the transfer of the funds will be made prior

to the ending of their regular shift. The Employer shall request no more information from the employee to activate an automatic deposit than that required by the financial institution for such activation. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half ($\frac{1}{2}$) hour at the applicable overtime rate until such time as he does receive his check or pay. At such time as an employee is paid, he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address.

2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight-time rate of eight (8) hours per day, five (5) days per week until the time such payments have been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours. If an employee's final paycheck, which is mailed to his last known address, is returned, it may be mailed to the employee in care of the Local Union Hall, by certified mail, return receipt requested, or an employee shall be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

5. When an employee is injured while at work to the extent of being unable to work for the balance of his shift, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

I. Sanitation, Safety and Rest Periods:

1. The Contractor shall be required to furnish standard safety gear and suitable shelter to protect employees from falling materials and provide umbrellas for equipment being operated under desert heat conditions and foul weather gear if required.

2. All approved safety orders of the State Industrial Insurance System shall be observed by the Contractor and the employees.

3. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Contractor in accordance with Nevada State Law.

4. Heaters will be provided on all earth moving equipment when the outside temperature is below 40 degrees F during the shift.

5. Air-conditioned cabs shall be provided on all equipment working in temperature of 100 degrees F or more, in accordance with Appendix G.

6. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work and the commencement of another straight-time shift, unless performing emergency work which is not considered a normal job operation.

7. If employees do not receive the required six (6) hours rest period, they shall be paid at the applicable overtime rate for each hour worked until they have received six (6) hours rest off the job or project.

J. Crews:

1. Crew sizes shall be determined by the individual Contractor except as outlined in Appendix A through E and below:

a. Derrick Barges - Crews on derrick barges shall consist of an Engineer-Operator, Engineer-Oiler and Deck Engineer. When the crane or derrick barges exceed 300 tons M.R.C., the crew shall consist of two (2) Engineer-Operators and a Deck Engineer.

b. An Engineer-Operator and Engineer-Oiler or Fireman shall constitute a crew and shall be so present on the following equipment at all times: Power shovels, excavators, draglines, clamshells, backhoe (excluding Ford-Ferguson, Sherman and similar types), all cranes (except as excluded elsewhere in this Agreement), Whirleys or other types, excluding Tower Cranes, mucking machines over ¼ cu. yd. capacity, trenching machines (except Ford-Ferguson, jeeps and similar types), pile drivers, derrick barges, drill rigs (rotary churn or cable tool), and paving mixers. The Engineer-Oiler or Fireman shall be under the direct supervision of the Engineer-Operator. An Engineer-Operator or Journeyman-Trainee may be utilized instead of Oiler or Fireman.

c. An Oiler shall not be required on backhoe or excavators with the following attachments: Hy ram or breaker, shear, vibratory or sheepfoot roller attachments, and grapple or magnet when used on demolition projects. It is also understood that an Oiler will not be required when the backhoe or excavator is being used to load trucks and is not cutting to grade. However, if someone other than an Operating Engineer is used to check grade, spot trucks, signal the Operator, oil, grease, or assist the Operator in any manner, then an Oiler shall immediately be requested from the hiring hall and shall remain in that classification for the duration of the job or until such time as the backhoe or excavator is no longer in operation on the job. It is further understood that a Grade Checker may be used instead of an Oiler but that Grade Checker shall be identified with the backhoe or excavator at all times. When two (2) backhoes or excavators are being used to excavate a ditch to

receive pipe and the machines are in close proximity to each other, then one (1) Oiler may be employed for both machines.

d. Stiff Leg or Guy Derrick shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

e. When three (3) Guy Derricks or Stiff Legs are utilized on a job or project, four (4) Operating Engineers shall be employed.

f. When four (4) Guy Derricks or Stiff Legs are utilized on a job or project, six (6) Operating Engineers shall be employed.

g. A Pedestal Crane or Pedestal Concrete Pump shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

h. When three (3) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, four (4) Operating Engineers shall be employed.

i. When four (4) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, six (6) Operating Engineers shall be employed.

j. Crawler Transporters (Neil F. Lampson or similar type) shall have a minimum crew of two (2) Operators.

k. Creter Cranes shall have a minimum crew of one (1) Crane Operator (Group VI) and one (1) Oiler (Group I).

l. Polar Crane - each Polar Crane on a job or project shall have no less than one (1) Operator (Group IX) and one (1) Signalman - manual signals or radio equipped (Group I).

m. Material Hoist/Manlift Operator - The recognized crews for the installation, erection and dismantling of Material Hoist/Manlift will be a minimum of one (1) Operator.

n. Tower Crane and Tower Gantry - When only one (1) Tower Gantry Crane is operating on a job or project the manning provision shall call for one (1) Operator. In addition, during erection and dismantling a Heavy Duty Repairman is required.

When two (2) Tower Crane or Tower Gantry Cranes are on one (1) project, the proper manning will be two (2) Operators and one (1) additional Operator or one (1) Step

5 or Step 6 Apprentice. When three (3) Tower Crane or Tower Gantry Cranes are operating the manning provisions shall be four (4) Operators.

<u>Number of Tower Cranes/Tower Gantry</u>	<u>Number of Operators</u>	<u>Number of Relief Operators</u>
2	3	1
3	4	1
4	6	2
5	7	2
6	8	2
7	9	2
8	11	3
9	12	3
10	13	3
11	14	3
12	16	4

When the number of Tower Cranes exceed the amount shown above, then the parties shall meet and decide the crew size.

If there is not any of the equipment described in the aforementioned Paragraph in use or being operated on the job or project for the benefit of the Contractor or Subcontractor, then the Tower Cranes may be operated by a single Operator. In the event the Contractor or Subcontractor violates any of the provisions relating to the operation and manning of the Tower Cranes, then two (2) Operators shall be employed and identified as the crew on the Tower Crane for the duration of the job and another Operator shall be assigned to operate the other equipment noted herein.

When the Contractor erects two (2) Tower Cranes on a building, then three (3) Operators shall be employed. If three (3) Tower Cranes are utilized on a building, then four (4) Operators shall be employed. When the number of Tower Cranes exceed three (3), then the parties shall meet and decide the crew size.

2. An Engineer-Oiler shall not be required on wheel-type rough Terrain Cranes (center mount) up to and including eighty (80) ton M.R.C. used for hook work only.

3. Cranes in excess of eighty (80) ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for the purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed two (2) axes.

4. An Engineer-Oiler shall be required on all Snobble Unit (pin-n-go or similar types).

5. Wheel-Type Cranes, which are factory manufactured to be driven and operated by the same set of controls from the same seat, of forty (40) ton or less M.R.C., shall be operated by an Operating Engineer. Cranes in excess of forty (40) ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for the purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed three (3) axles.

6. When the above named crew requires assistance, another employee or employees covered by this Agreement shall be used.

7. At the option of the Contractor, any cranes, shovels, draglines, backhoes and clamshells which require an Operator and Oiler, may be manned by two (2) Operators.

8. All truck mounted auger type drilling machines require an Oiler.

9. The following track mounted drilling machines do not require an Oiler:

a. Drilling machines, track and truck mounted Watson 1000 through 3000, or similar type, and all Directional Boring Machines and Locators or any other attachments that are used for the assistance to the Operator.

b. Guided Boring Machine/Pilot Tube Machine.

c. Drilling machines, track mounted Texoma 330 through 900, or similar type.

d. Calweld Bucket type, 100 and 200B, or similar type.

When any assistance is needed on these drilling machines, it shall be by employees covered by this Agreement.

10. Portable Crushing Plants or similar types - Jobsite crews on portable crushing plants shall consist of a minimum of two (2) employees covered under the terms of this Agreement. One (1) Plant Operator and a minimum of one (1) Loader Operator will be required.

11. Asphalt Plants: Crews on manually operated jobsite asphalt plants shall consist of a Plant Engineer, Fireman and an Apprentice. On automated asphalt plants, the crew shall consist of a Plant Engineer and an Apprentice. The crews as required by this Section J shall be identified with the plant at all times. On small, portable plants, a Plant Engineer and a Fireman will be required.

12. Concrete Batch Plants:

a. Crews on jobsite concrete batch plants (dry) shall consist of a Batch Plant Operator. On multiple batch plants the crew shall consist of a Batch Plant Operator and an Oiler.

b. Crews on central mix concrete plants shall consist of a Plant Engineer, Mixerman and Oiler or Apprentice.

c. The crew on a small portable plant, mixer size of four (4) cubic yards or less, shall consist of one (1) Operator.

d. Volumetric Mixer Operator – Crews shall include Source (Central Batch Plant), Loader Operator (Group VIII), Cement Silo (Group VI), Heavy Duty Repairman (Group VIII) and Auger/Aggregate/Water Mixer Operator (Group VI) when running one or two volumetric mixers, only one (1) Operator is required per mixer.

13. On asphalt, CTB, concrete batch plants and central-mix concrete plants where commercial power is not available, the operating crew of such plants shall service and maintain units used for generating power for such plants. The same shall apply to rock crushing plants.

14. Cold Foamed Asphalt Recycler (2 Operators/1 Oiler required).

Manning provision for each Cold Foamed Asphalt Recycler Machine will consist of two (2) persons. One (1) Cold Foamed Asphalt Recycler Machine Operator and one (1) Cold Foamed Asphalt Recycler Machine Calibrator Operator.

The Cold Foamed Asphalt Recycler process will require a calibrator bulk product transportation distributor system that one (1) person operates.

When the above machines are hooked in tandem, the crew sizes above will apply for each machine.

15. When an Operating Engineer requires assistance in the operation and/or repair of equipment or machinery, another employee, or employees, covered by this Agreement shall be used.

16. The Employers and the Union agree that every reasonable effort shall be made to ensure the safety of employees, such as greasers, welders and repairmen by not requiring them to work alone during the hours of darkness or by remoteness of the project.

17. No employee shall be penalized in any respect for observing the Working Rules and By-Laws of this Local Union not in conflict with this Agreement.

K. Tools:

1. The individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the individual Employer to provide such a secure place, or by fire, flood or theft involving forcible entry, while in the secure place designated by the individual Employer, the individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of Fifty Dollars (\$50.00) to a maximum of Fifteen Thousand Dollars (\$15,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the individual Employer with an inventory of his tools at the time he commences work and an additional inventory every sixty (60) days. The inventory must be signed by the Employer or Supervisor and a copy provided to the employee.

2. Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the individual Employer as needed, such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Testing and Measuring Devices, other than a hand rule, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxy-Acetylene Hoses, Gauges, Torches and Tips, twenty-four (24) inch Pipe Wrenches or Socket Wrenches and Sockets requiring over three-quarter ($\frac{3}{4}$) inch drive. Heavy Duty Repairmen and/or the registered Apprentices shall be entitled to adequate tool pickup time before the end of each shift.

L. Journeyman-Trainee:

1. It is agreed that a Journeyman-Trainee may be employed by an individual Contractor, for a period of thirty (30) days, at fifty cents (50¢) per hour below the classification at which he will be performing. In the event the Journeyman-Trainee is employed less than thirty (30) days by the individual Contractor, the Journeyman-Trainee shall receive the full rate of the classification of the work he performed retroactive to his first day of work.

2. It is the intent of this section to provide a method of allowing present Journeymen to expand their capabilities in the industry. The maximum Journeyman-Trainees allowed to any Contractor at any one time shall be two (2).

M. Use of Employees' Vehicles:

1. The Contractor shall not require or permit, directly or indirectly, any employee covered by the terms of this Agreement, to furnish a pickup or other conveyance to be used for work covered by this Agreement.

2. It is the intent of the parties that remedies fashioned under the grievance procedure (Article V of this Agreement) for violation of the provision shall include reasonable compensation for the use of the vehicle and the Labor-Management Adjustment Board or

Arbitrator shall, in addition thereto, assess monetary penalties for violation of this provision designed to discourage further violations and shall, in a subsequent case, deprive the violating Contractor of the benefits of the Union's no-strike commitment (Article III herein) and use of the grievance provisions of this Agreement (Article V) for additional violations of this paragraph.

N. Special Rules:

1. Employees shall receive not less than one-half (½) hour of pay, at the appropriate overtime rate, for firing up and/or starting and oiling and/or greasing or repairing of equipment or machinery when performed before or after the regular shift.

2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in cases of emergency. When the overtime work is assigned to anyone other than the employee assigned to such equipment or work, during the regular shift, the employee assigned during the regular shift shall be compensated at the applicable overtime rate.

3. When field repair is performed on overtime, the overtime shall be distributed equitably among the employees performing this work.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. Whenever free parking is not available on or within 440 yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees, and that parking area shall be considered the reporting point for those employees. The Contractor shall be responsible for payment of wages from the reporting point (parking area), to the jobsite and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For off-shore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Jobsite Transportation: Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for workmen within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

6. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

7. Combination Mixer and Compressor Operators on Guniting work shall be classified as Concrete Mobile Mixer-Operators.

8. The necessity for the use of an employee as a Signaller shall be determined by the Contractor. When used, he shall be an Engineer-Oiler as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work), directly to the Operator of hoisting equipment only.

9. When Operating Engineers are working with other trades or crafts they shall be compensated on the same overtime conditions as the trade or craft they are working with.

10. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

11. Water Control:

a. A Dewatering System is a combination of one (1) or more pumps of any type, size or motive power, including but not limited to wellpoint pumps, submersible pumps, well pumps, ejector or educator pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances, powered by diesel, electric, gasoline, or any other type of motive power to control water on any and all types of construction work.

b. During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement. However, a Pump Operator will not be required on the day shift provided there are other Operators on the jobsite assigned to service and maintain the pumps during said day shift. A Pump Operator will be required on the second (2nd) and third (3rd) shift personnel.

c. When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single, small unit which is used for the filling of a water tank or water trucks.

12. Effective January 1, 1993, employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay. Employees

performing this work, shall not be required to work alone. All OSHA Safety Standards shall apply. This premium shall apply only to Level "A" and Level "B" regulated work.

O. Foreman:

1. If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Engineer-Oiler and Signalmen, Forklift Operators, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a project, an Operating Engineer Foreman shall be employed at the rate of not less than Two Dollars (\$2.00) per hour over the hourly rate of the highest paid Operating Engineer on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular Operator is temporarily absent.

2. When less than seven (7) employees are working and the Employer assigns supervisory authority to one of the Journeymen, he may be required to work at the trade, but will be paid at the Foreman's rate, and the additional pay shall be added to the regular rate and become the base rate for the entire shift.

3. If a Contractor employs forty (40) or more employees covered by this Agreement on any oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, nuclear, oil, gas or coal power plants and desalination installations and appurtenances, excluding Engineer-Oiler and Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a project, an Operating Engineer General Foreman shall be employed at the rate of not less than Two Dollars (\$2.00) per hour over the hourly rate of the highest paid Operating Engineer Foreman on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency.

P. Owner-Operator:

When a piece of equipment is driven or operated by its owner and used on work covered by this Agreement, the Owner-Operator of said piece of equipment shall be subject to the provisions of Article I, Section B, Paragraph 8, (Subcontracting Clause) of this Agreement.

Q. Zone Pay:

1. Zone pay shall apply as follows and shall become the base rate for the entire shift, effective October 1, 2019.

From the City Hall of Las Vegas, Nevada

0 to 32½ Miles – Free

Over 32½ Miles to 45 Miles - add \$3.00 per hour to wage rates

Over 45 Miles to 60 Miles - add \$4.00 per hour to wage rates

Over 60 Miles - add \$4.50 per hour to wage rates

R. Special Working Rules and Conditions for Tunnels and Sealed Air Pressure Bores:

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project, unless otherwise specified in this Section R.

2. This Section covers jobsite work on construction, alteration, repair, modification or demolition of tunnels, shafts, tunnel shafts, adits, silos, raises, subways, chambers, underground power houses, including the lining of same, which falls within the jurisdiction of the Union. Where open cutwork is covered over or decked with wood, steel or other substitute materials, and workmen are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Agreement. For all excavation and work related to the excavation, without limiting the scope of the work covered hereby, it is agreed that this Agreement shall cover, but not be limited to, the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities used in connection with the performance of the aforementioned work and services and including, without limitation, the following types of classes of work:

3. The manning, running and/or handling of all boring equipment, mole machines, mining machines, mucking machines, heading shields, all drilling (except jackleg and jumbo), all diamond core drilling, grinding and sharpening of bits, slushers, tuggers (except in breast board or crown bar headings), all conveyors and conveyor belts, locomotives, rubber-tired equipment, including man trip vehicles, mobile power Jumbos, Athey Wagons and tractors, all concrete placing equipment such as Rex Pumpcrete and all pneumatic placers (flowcrete), Kemper, Hackley-Presswell, and all similar equipment. The jacking of pipe in tunnels, all ground support work, including cutting, welding, hauling and hoisting of all liner plate and other materials, and all work performed under compressed air (which falls within the jurisdiction of the Union). The manning of all hoisting equipment, including cherry pickers and/or carpassers, mobile powered heading switches, concrete screeds, agitator cars, the moving, raising and setting of forms, including slip forms, in tunnels and tunneling operations. The operation, tending and maintenance of all pumps, generators, compressors and ice plants, in or on tunnels and tunnel shaft projects.

4. Any and all emplacements commonly described as underground silos in which missiles are placed, housed, stored and/or their component parts, shall be covered by the terms of this Agreement. All power hoisting and jobsite hauling of all tools, equipment, material, workmen and other personnel, and the operation of all equipment primarily used therefore, shall be considered the jurisdiction of the Union and shall be covered by the terms and conditions of this Agreement.

5. In addition to the above, this Section R shall also include: Work in the Contractor's portal yards and shops, tunnel survey work such as the placing, setting and adjusting of laser beams, gyroscopes, geodimeter, electrotape and all other instruments used therefore, including Grade Checkers and/or shift Engineers.

6. Tunnels shall be defined as: An underground passageway, except for jacking operations under highways, railroads, embankments, etc., excavated by workmen and equipment working below the earth's surface, that provides subterranean route along which men, equipment or substances can move, other than passageways excavating by mine or quarry operations in connection with such operations.

7. All work of site preparation, mobilization and installation of plant and equipment and the removal of same, shall be performed under the terms of this Section R.

8. After tunnel work has begun, work outside the tunnel consisting of batch plant crews, the construction, repair and maintenance of the equipment outside the tunnel, subway, shaft, raise, etc., and the hauling and hoisting of the material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under the tunnel provisions and shall work under the tunnel shift conditions, either single or multiple.

a. Employees assigned to Batch Plant operations shall work under the terms and conditions of the tunnel provisions, except, when a Batch Plant is established in an area to provide material for a project consisting of a tunnel, or tunnels, and other outside concrete batching operations, and the Batch Plant crew, or any member of it, had not participated in the driving of the tunnel, such employees shall be covered by the regular jobsite concrete batch plant provisions of this Agreement.

9. The following working rules shall govern the employment of employees performing all work covered by this Section:

a. Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate shall be paid. Forty (40) hours, Monday, 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

b. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and all holidays worked, shall be paid for at the applicable overtime rate.

c. Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half (7½) hours of work shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate shall be paid. There shall be no split or staggered shifts.

d. The applicable overtime rate shall be paid for all time worked or paid in excess of seven and one-half (7½) hours, exclusive of meal period, in any one (1) shift, all time worked in excess of thirty-seven and one-half (37½) hours in any one (1) week, all time worked before the regularly established starting time and after the established quitting time on each shift, and all time worked from Friday midnight to Sunday midnight and holidays worked. Multiple shifts may be alternated, in conformance with the desire of a majority of the employees, on no less than two (2) week intervals. However, when multiple shifts are alternated, all employees on such shifts shall be entitled to alternate, if they so desire.

e. Compensation for Travel within Tunnel:

The Contractor shall pay employees covered by this Agreement, working within the tunnel, adits or shafts, on a portal-to-portal basis, as follows; the hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift, and shall end at such portal, except as provided in this Section R, Paragraph 9, Subparagraph g.

f. The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft, which shall include showers, toilet facilities, lockers and heating and drying facilities, in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to One Hundred Dollars (\$100.00) in the event of the destruction of the change house by such fire, provided a claim form is filed, as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred feet (200') or less, such as under highways or railroad embankments.

g. If a change house is located more than one thousand two hundred and fifty (1,250) walkable feet from a portal, adit or shaft, then the time of work shall start and end, for pay purposes, at the change house. This shall not affect the well established practice of employees who are required to report before their regular starting time to fire up, grease or maintain equipment, or as directed by the Employer to report early or remain after their regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the half hour.

h. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and/or scrubbers.

i. Crews on power shovels and mucking machines over ¼ yard shall consist of an Engineer-Operator and an Engineer-Oiler or Apprentice who shall be under the direct supervision of the Engineer-Operator.

j. When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers, Heavy Duty Repairman Helpers, Apprentices and/or Firemen.

k. Employers shall be required to furnish rubber clothing, boots, safety hats, safety shoes, or special gear. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and the elements.

l. Any employee covered by this Tunnel Agreement who does any work underground on tunnel projects, including shafts or sealed air pressure bores, during any one (1) shift, shall receive the basic per hour rate as designated in Appendix D for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

m. Foreman: If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen, and Chief of Party on a project or on any one (1) shift, an Operating Engineer Foreman shall be employed who shall have supervision over all Operating Engineers and shall receive Two Dollars (\$2.00) per hour over the highest rate (including premium pay) of any Operating Engineer under his supervision. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular Operator is temporarily absent.

(1) When more than one (1) heading is being worked (driven, concreted, etc.) and seven (7) or more Operating Engineers are employed at each individual heading and portal, there shall be an Operating Engineer Foreman employed at each heading and portal on each shift, under the provisions as noted above. However, when more than one (1) heading is being driven from a single adit or portal, only one (1) Engineer-Foreman need be employed. It is also agreed when more than one (1) adit or portal on a tunnel project is within a reasonable distance of each other, it may not be necessary to employ an Engineer-Foreman for each heading, but shall be agreed upon at a pre-job conference. Supervision shall be assigned to an Operating Engineer when there are more than three (3) and less than seven (7) employees on the project or shift. He may work at the trade or with his tools and be paid at the same rate and under the same provisions as outlined in this Article.

(2) It is further understood that on all projects involving a number of short length tunnels, the Contractor shall employ at least one (1) Foreman who shall not work at the trade or operate equipment and shall employ additional Foremen if needed to adequately supervise all employees covered by this Agreement.

(3) If a Contractor desires to lessen the number of Foremen required in this Section R, he may request a decision in accordance with the procedures of Article V.

10. Minimum Crews:

a. The minimum crew for the operation of a heading shield, mole or mining machine shall be a Mole or Mining Machine Operator, Oiler and one (1) other employee. It is understood there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size on these types of machines, in which event, the Contractor and the Union shall agree at the pre-job conference upon the crew size to perform the operation and repair of said equipment.

b. On tunnel headings where the operating, repair or servicing of equipment is performed, the tunnel repairman or other employees covered by these tunnel provisions shall be utilized.

c. No one other than an Operating Engineer covered by this Agreement shall operate a locomotive on a tunnel project.

11. Meal Period:

a. It is mandatory that all employees shall be given a full, uninterrupted meal period. The meal period may be staggered between the third (3rd) and fourth (4th) and one-half ($\frac{1}{2}$) hours.

b. If an employee is not afforded a full, uninterrupted thirty (30) minute meal period, or if during his lunch period another Operating Engineer operates the equipment to which he is regularly assigned, he shall be paid double (2) time for his lunch period.

12. Safety:

a. It is mutually agreed that the current (or as may be revised) Nevada State Tunnel Safety Orders shall prevail in all safety matters and are herein incorporated by reference and made a part of these provisions. Recognizing that safety on the job is a primary concern to the Union and the Contractor and it is agreed that weekly tool box safety meetings shall be attended by the Contractor's Representative, his employees and may be attended by a representative of the Union.

b. The Contractor's Representative, the Union Representative and the State Safety Representative will make periodic safety inspections, or when any of them are of the opinion that an unsafe or detrimental situation exists.

c. In the event there is an accident of a serious nature, the Union Representative servicing the project shall be notified immediately. The Union Representative servicing the project shall furnish the Contractor with his work telephone number.

d. The Union shall cooperate with the Contractor and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees, promulgated by the State of Nevada. All employees shall perform their duties in each operation in such a manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

e. Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each Contractor. Each Contractor shall arrange for adequate and prompt medical attention in case of injury. This may be accomplished by: (1) on-the-job facilities or proper equipment for prompt transportation of the injured person to a physician, or (2) a communication system for contacting a doctor and/or ambulance, or a combination of these, that will avoid unnecessary delay in treatment. Each Contractor must post the name and address of its doctor and of the Workmen's Compensation Insurance Carrier on the jobsite. Where an ambulance is not available within ten (10) miles of the jobsite, an ambulance shall be made available on the project.

f. Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the Operator shall be installed.

g. No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule and regulation of the State of Nevada, or any political subdivision. Such determination shall be made in writing by a responsible agent of the State of Nevada or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

h. The Contractor and the Union agree that wage scales apply to classifications rather than to workmen. The Contractor shall not assign the operation of any equipment to any other workman not covered by this Agreement. An employee will not be required to transfer from his original piece of equipment and back to his original piece of equipment more than once in any one (1) shift. In the event he is required to transfer more times than stipulated herein, the Contractor shall be required to pay eight (8) hours at the

Group IX rate of pay to the Operating Engineers Health and Welfare Fund for each day, or portion thereof, the violation occurred. However, an employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off but shall be returned to the equipment to which he was originally dispatched. This Paragraph shall not apply to indentured Apprentices.

(1)It is agreed that one (1) employee may be required to transfer between two (2) designated pieces of equipment more times than stipulated herein. The transfer and the classifications shall be agreed upon at the Pre-Job Conference.

i. In computing overtime, shift differential and premium pay shall be subject to overtime provisions.

j. All welding and/or repairs of equipment, fan lines, electrical installation, water and air lines, braces, forms, etc., shall be done by employees covered by this Agreement.

k. In the event the Contractor requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such request will be mailed to the Union at the same time such written request is mailed to the State Mine Inspector.

l. After blasting, the workmen must wait at least ten (10) minutes after a full round before returning to the point of blasting (a longer waiting period may be required to allow time for clearing of air by the ventilation system and wetting down of the muck pile).

m. Classifications and wage rates are designated in Appendix D.

S. Special Working Rules and Conditions for Field Survey Work:

1. All terms and conditions of this Agreement shall apply to all employees employed on field survey, unless otherwise specified in this Section S.

2. The following special working rules shall apply only to employees regularly employed in field survey work when the individual Contractor is required by contracting authority to furnish his own field survey work, or when the individual Contractor hires employees to perform survey work.

a. The operation and adjustment of micro-measuring instruments, including but not limited to Global Position Systems, Surveyors Transits, Levels, Laser Beams, Geodimeters, Tellurometers, Electrotapes and tools used in establishing the exact location and measurements of points, elevations, lines, areas and contours on the earth's surface for the purpose of construction, map making, land evaluation, mining, tunnel excavation, or other purposes.

b. Work on building, heavy, highway and engineering construction, including without limitation the following types or classes of work in connection with the establishment of control points governing construction operations on commercial, industrial and institutional building construction.

c. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission lines and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, building foundations, pile driving piers, locks, river and harbor projects, breakwaters, jetties and dredging.

d. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries, power plants, desalination plants and incidental structures, solar energy installations and appurtenances and incidental structures, also including any grading, excavation or similar operations which are incidental thereto.

3. When required to report at the Contractor's office before going to work and after work, employee's time will start and end at the Contractor's office.

4. Any employee covered by these provisions who does any work on tunnel projects or hydrographic work during any one (1) shift, shall receive the basic per hour wage rate as designated in Appendix C or D for the entire shift.

5. There shall be a Party Chief as a member of each field survey crew. They shall receive the rate of pay as designated in Appendices C and D.

6. A Party Chief shall be qualified by training and experience to do the following work and will be employed to perform the following functions:

a. Determine the exact location and measurements of points, elevations, lines, areas and contours on the earth's surface for the purpose of construction, map making, land evaluation, mining or other purposes.

b. Determine the information needed to conduct a survey from notes, maps, deeds and other records.

c. Keep accurate notes, records and sketches of work performed or date secured.

d. Verify by calculation the accuracy of survey data secured.

7. When a Party Chief has successfully completed the prescribed related instruction and training required by the Surveyor's Joint Apprentice and Journeyman Training Committee, he shall be entitled to the rate of pay of Certified Party Chief as established by the Southern Nevada Master Survey Agreement.

T. Special Working Rules and Conditions for Permanent Asphalt Plants and Soil Cement Mix Plants:

In addition to all Articles of this Agreement, except for the following conditions, which prevail, and Appendices A through G, the following special working rules shall apply to and cover operations of asphalt plants and soil cement mix plants which are permanently located within the area defined in Article I except such plants set up especially for servicing a specific construction job:

1. Crews on manual asphalt plants shall consist of a Plant Engineer, Mixerman, Fireman and Oiler. Crews on fully automated asphalt plants shall consist of a Plant Engineer and one (1) additional employee covered under the terms of this Agreement and shall be identified with the plant at all times. Crews on semi-automated asphalt plants shall consist of a Plant Engineer and two (2) additional employees covered under the terms of this Agreement and shall be identified with the plant at all times.

2. a. Eight (8) consecutive hours exclusive of meal period shall constitute a day's work, between the hours of 6:00 A.M. and 4:00 P.M. and forty (40) hours, Monday through Friday, shall constitute a week's work at straight-time.

b. Regular straight-time working hours shall be between 6:00 A.M. and 4:00 P.M. Such straight-time working hours may be changed to earlier than 6:00 A.M. from time-to-time whenever a legitimate reason there for shall exist but shall not be needlessly changed.

c. When so elected by the Contractor, multiple shifts may be worked for five (5) or more days on maintenance work exclusively between the hours of 4:00 P.M. and 6:00 A.M. and such shifts shall work seven (7) consecutive hours, exclusive of meal period, for which working time employees shall receive eight (8) hours straight-time pay Monday through Friday.

3. All maintenance work performed on Sundays shall be paid for at double (2) the straight-time rate of pay.

4. The Union agrees to give signatory asphalt plant and soil cement mix plant Operators sufficient notice prior to the establishment of picket lines, upon projects to which the signatory Contractor may be delivering materials, to enable the asphalt plant and soil cement mix plant Operators to avoid undue loss of material in transit from plants.

5. a. The Contractor shall make an effort to train the workmen for other classifications under the Labor Agreement or transfer to another plant the workmen being replaced.

b. When workmen are displaced and the individual Contractor is unable to place the employee on other classifications, an effort shall be made by the industry to utilize the displaced workman.

6. Zone Pay - Hot Plant Supplemental Agreement:

a. When a plant is being erected or moved in or to a zone pay area as outlined in Article XVIII, Section Q, the workmen employed during the erection shall be paid zone pay as set forth in the Master Labor Agreement.

b. When the plant is put into operation, the operating crew shall receive zone pay for a period not to exceed forty-five (45) working days after the plant has been put into operation. Workmen who continue in the operation after erection shall be subject to the forty-five (45) days including erection and operation.

c. Operating crews at permanently located plants in a zone pay area that are operated on an intermittent basis shall receive zone pay as outlined in Article XVIII, Section Q, of the Master Labor Agreement.

d. Workmen hired through the Union or transferred from other facilities of the Contractor to a plant in a zone pay area that is operated on a non-intermittent basis shall receive zone pay for a period not to exceed forty-five (45) working days.

e. A plant in the zone pay area shall be considered intermittent when the services of a plant crew are not required for ten (10) days or more.

f. Workmen shall receive the zone pay rate as defined in Article XVIII, Section Q, under this Article if their home address is more than forty (40) miles from the plant.

g. Workmen who are employed at a permanent plant as permanent employees in a non-zone pay area shall not be eligible for zone pay, however, when employees are requested to report to another plant that is located more than forty (40) miles from their home address, they shall be entitled to zone pay as defined above.

U. Miscellaneous Provisions:

1. In the event that the Employer willfully violates the provisions of the foregoing Articles or willfully violates any provisions elsewhere in this Agreement relating to wages, hours of work, overtime differentials, any back pay owed to the employee because

of such violations, shall be paid by the Employer at the rate of two (2) times the standard straight-time and overtime rates in order to compensate the employee for the inconvenience and lost use of the monies that the employee suffered. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double (2) payment provision and in such case, the Employer shall be required to pay only the actual amount of back pay involved at the standard straight-time and overtime rate.

2. Either party to this Agreement shall have the right to reopen negotiations pertaining to Union Recognition and Hiring Procedures by giving the other party thirty (30) days' written notice when the laws pertaining thereto have changed by Congressional Amendment or State or Federal Government regulations.

3. Overtime: First four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1½). All additional hours shall be at double (2) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1½), and all additional hours at double (2) time. Sundays shall be double (2) time. Holidays shall be double (2) time, except as provided elsewhere in this Agreement.

4. Operators on hoists with three (3) drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. For each additional drum, he shall receive an additional fifteen cents (15¢) per hour. The additional pay shall be added to the regular rate and become the base rate for the entire shift.

5. Pre-Apprentice Training: Recognizing that our industry can utilize minority manpower in our Apprenticeship Programs, Pre-Apprenticeship Training Programs shall be developed and such programs shall be implemented by the Apprenticeship Coordinator with the cooperation of both the Union and the Contractors.

6. It is agreed that an Engineer-Operator, Oiler or Apprentice, or at the option of the Employer, two (2) Operators, shall constitute an operating crew and shall be identified on all concrete truck mounted pumps when equipped with booms in excess of one hundred five feet (105') or 36 meters or any time the Engineer-Operator cannot see the point of pour from or at the pump.

7. All Heavy Duty Repairmen or Heavy Duty Repairmen Combinations shall receive a One Dollar (\$1.00) per hour tool allowance. This tool allowance shall be added to his classification and shall become his base rate of pay.

8. In the event of litigation resulting from a jobsite accident, the Contractor will utilize the services of his counsel to represent an employee defendant.

9. All additional pay provisions of this Agreement such as long boom, tandem, push-pull, three drum hoists, shift differentials, etc., shall apply to all Apprentices in addition to their base rate of pay as provided by the Apprentice Standards.

10. Caliche: It is hereby agreed that because of prevalent amounts of caliche existing in and around the Las Vegas area, it may be necessary to operate more than one (1) "breaking ball rig" on a jobsite to break rock for streets and pads during grading operations for new subdivisions in order to maintain production at a reasonable cost to the Contractor.

It is therefore agreed that where this operation becomes necessary that only one (1) Oiler will be assigned to service two (2) breaking ball rigs.

In the event more than two (2) breaking ball rigs are utilized, only two (2) Oilers will be required to service all three (3) or four (4) such rigs.

It is also understood that this provision shall apply to housing tracts only and shall not interfere with or change the present requirement of an Oiler being required where only one (1) breaking ball rig is being used.

It is further agreed that to apply this provision the breaking ball rigs shall be in close proximity to each other.

11. In the event work covered by this Agreement is performed on behalf of a Contractor, on a building project jobsite only, by employees of the Contractor or his/her Subcontractor or by rental of manned equipment, the Contractor shall be responsible for insuring that such work is performed in accordance with this Agreement until all such covered work on the project has been completed. Such work shall not be deemed completed until the equipment utilized to perform such work has been permanently removed from the jobsite.

V. Special Working Rules and Conditions for Contractor's Permanent Shops and Yards:

1. The following special working rules shall apply to all work in the Contractor's yards and/or shops, except such yards and/or shops set up especially for servicing a specific construction job. In addition to all Articles of this Agreement and Appendices A through G, except for the following considerations which prevail, the following special rules shall apply to all work in the Contractor's yards and/or shops, except such yards and/or shops set up especially for servicing a specific construction job.

a. Where a single shift is worked, eight (8) hours of continuous employment between the hours of 6:00 A.M. and 5:00 P.M., except for lunch period of not less than thirty (30) minutes, to be taken within the fifth (5th) hour, shall constitute a day's work, beginning Monday and continuing through Friday of each week. Where work is required in excess of eight (8) hours in any one (1) day, or before 6:00 A.M. or after 5:00 P.M. or during the interval from 5:00 P.M. Friday to 6:00 A.M. Sunday, such work shall be

paid for at one and one-half (1½) times the basic rate of wages. Work performed on Sundays and holidays shall be at double (2) time.

b. Where two (2) or more shifts are worked five (5) days of seven and one-half (7½) hour shifts from Sunday midnight to Friday midnight shall constitute a regular week's work. Seven and one-half (7½) hours shall constitute a regular day's work, for which eight (8) hours shall be paid. Overtime pay rate on shift schedules shall begin after seven and one-half (7½) hours are worked.

c. The Employer shall establish a definite starting and quitting time for each shift and shifts shall run consecutively with no more than one (1) hour break between shifts. In no event shall the regular working hours of the regular shifts be staggered or overlap. The shift differential as indicated above shall apply whenever shifts are worked, including Saturdays, Sundays and holidays.

ARTICLE XIX General Savings Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of this Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void or if the Impartial Jurisdiction Disputes Board for the Construction Industry is abolished, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days' following the beginning of such negotiations, the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article V of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to them and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article III shall not apply if either party fails to comply with the decision of the Arbitrator.

ARTICLE XX
Term, Termination and Renewal

This Agreement shall be effective as of the 1st day of July, 2019, and remain in effect through the 30th day of June 2022, and shall continue from year-to-year thereafter, unless either of the collective bargaining representatives shall give written notice to the other of a desire to change, amend, modify or terminate this Agreement at least sixty (60) days' prior to the 30th day of June, 2022, or the 30th day of June, of any succeeding year. Notice to the Union shall be sent, Certified Mail Return Receipt Requested, to the attention of the Business Manager and effective only upon receipt at the Union's main office at 150 East Corson Street, Pasadena, California 91103. In the event no agreement is reached between the parties and a strike or lockout occurs, the parties will continue to negotiate with each other until an agreement is reached.

**SOUTHERN NEVADA
APPENDIX A
CLASSIFICATIONS AND WAGE RATES**

GROUP I

Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator (when more than five (5) 900 CFM or larger units, additional Operator required)
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Inertial Profiler
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

GROUP II

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Heliostat Assembly System (Operator related work)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Profilograph
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

GROUP III

Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer, with all attachments)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)

Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP IV

All Terrain Placers/All Terrain Stone Slings
Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine and/or Pilot Tube Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Equipment Greaser (Grease Truck)
Excavator Track/Rubber-Tired – with all attachments (Operating weight under 21,000 lbs., see crew size requirement)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 30' maximum)
Hydrovac Operator
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

GROUP V

Equipment Greaser (Grease Truck/Multi-Shift)

GROUP VI

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)

Concrete Placer Operator
 Concrete Planer Operator
 Dandy Digger
 Deck Engine Operator
 Deck Engineer
 Derrickman (Oilfield type)
 DeSanding Plant Operator
 Drilling Machine Operator, Bucket or Auger Types (Calweld 100
 Bucket or similar types - Watson 1000 Auger or similar types -
 Texoma 330, 500 or 600 Auger or similar types - drilling depth
 of 45' maximum)
 Drilling Machine Operator (including water wells)
 Force Feed Loader
 High Rail Swivel Dump
 Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice
 covered by this Agreement required – drilling depth of 45' maximum)
 Hydro Seeder Machine Operator (straw, pulp or seed)
 Jackson Track Maintainer, or similar type
 Kalamazoo Switch Tamper, or similar type
 Machine Tool Operator
 Maginnis Internal Full Slab Vibrator
 Mechanical Berm, curb or gutter (concrete or asphalt)
 Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or
 similar)
 Micro Tunnel System (below ground)
 MST 2200, Track Dumps
 Pavement Breaker Operator (truck mounted, Oiler or Journeyman-
 trainee required)
 Prentice High Rail Loader (or similar types)
 Railcar Mover
 Road Oil Mixing Machine Operator
 Roller Operator (asphalt or finish)
 Rubber-Tired Earth Moving Equipment (single engine, up to and
 including 25 yds. struck)
 Rumble Strip Grinder (or similar types)
 Self-Propelled Tar Pipelining Machine Operator
 Skiploader Operator (crawler and wheel type, over ¾ yd. and up
 to and including 1½ yds.)
 Slip Form Pump Operator (power driven hydraulic lifting device
 for concrete forms)
 Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up
 to 100 h.p. flywheel and similar types, up to and including
 D-5 and similar types)
 Tugger Hoist Operator (1 drum)
 Ultra High Pressure Waterjet Cutting Tool System Operator
 Vacuum Blasting Machine Operator

Volumetric Mixer Operator
Welder - General

GROUP VII

Welder - General (Multi-Shift)

GROUP VIII

Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type - one (1) Screedman required - if an additional Screedman is required, he shall be an employee covered by this Agreement)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case or similar.
Backhoe Operator (over $\frac{3}{4}$ yd. and up to 5 cu. yds. M.R.C., see crew size requirement)
Barrier Rail Mover (BTM Series 200 or similar types - one (1) additional employee covered by this Agreement required)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler (two (2) Operators required, see crew size requirement)
Combination Mixer and Compressor Operator (Gunite Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving (Oiler or Journeyman-Trainee required)
Crushing Plant Operator (Non Portable) (Oiler or Journeyman-Trainee required)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired – with all attachments (Operating Weight 21,000 lbs. – 100,000 lbs., see crew size requirement)
Global Positioning System/GPS (or Technician)
Grade Checker
Gradall Operator (Oiler or Journeyman-Trainee required)
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement – drilling depth of 60' maximum)
Hydraulic Operated Grout Plant (excludes hand loading)
Kalamazoo Ballast Regulator or similar type
Klemm Drill Operator or similar types
Kolman Belt Loader and similar type (additional employee required on two (2) or more)

Le Tourneau Blob Compactor or similar type
 Lo Drill
 Loader Operator (Athey, Euclid, Sierra and similar types)
 Master Environmental Maintenance Mechanic
 Mobark Chipper or similar types
 Ozzie Padder or similar types
 P.C. 490 Slot Saw
 Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
 Portable Crushing Plant Operator (One (1) Plant Operator and a minimum of one (1) Loader Operator will be required)
 Prentice 721E Hydro-Ax
 Pumpcrete Gun Operator
 Rock Drill or similar types
 Rotary Drill Operator (excluding Caison type - Oiler or Journeyman-Trainee required)
 Roto Mill Operator
 Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
 Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
 Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
 Self-Propelled Curb and Gutter Machine Operator
 Shuttle Buggy
 Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
 Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
 Soil Stabilizer and Reclaimer
 Somero SXP Laser Screed
 Speed Swing Operator
 Surface Heaters and Planer Operator
 Tractor Compressor Drill Combination Operator
 Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
 Tractor Operator (boom attachments)
 Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
 Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating - Oiler or Journeyman-Trainee required)
 Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating - Oiler or Journeyman-Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

GROUP IX

Heavy Duty Repairman (Multi-Shift)

GROUP X

Backhoe Operator (over 5 cu. yds., M.R.C., see crew size requirement)

Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B

Bucket or similar types - Watson 3000 or 5000 Auger or similar
types - Texoma 900 Auger or similar types - drilling depth of
105' maximum)

Dual Drum Mixer (Oiler or Journeyman-Trainee required)

Heavy Duty Repairman-Welder Combination

Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice
covered by this Agreement required – drilling depth of 105' maximum)

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol - Blade Operator (single engine)

Multiple Engine Tractor Operator (Euclid and similar type -
except Quad 9 Cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-Stressed Wrapping Machine Operator (2 Operators required)

Rubber-Tired Earth Moving Equipment Operator (single engine, over
50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine,
Euclid, Caterpillar and similar - over 25 yds. and up to
50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6½ yds.)

Welder-Certified

Woods Mixer Operator (and similar Pugmill equipment)

GROUP XI

Dynamic Compactor LDC350 (or similar types - two (2) Operators
required)

Heavy Duty Repairman-Welder Combination (Multi-Shift)

Welder-Certified (Multi-Shift)

GROUP XII

Auto Grader Operator (Grade Checker and one (1) additional
employee required)

Automatic Slip Form Operator (Grade Checker and one (1)
additional employee required.)

Backhoe Operator (over 7 cu. yds, M.R.C., see crew size requirement)

Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)

Excavator Track/Rubber-Tired – with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs., see crew size requirement)

Hoe Ram or similar with Compressor

Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 175' maximum)

Mass Excavator Operator - Less than 750 cu. yds. (two (2) Operators and Oiler or Journeyman-Trainee required)

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator (two (2) Operators required)

Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)

Vermeer Rock Trencher (or similar type)

GROUP XIII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP XIV

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)

Canal Trimmer Operator (Operator, Oiler, and two (2) other employees covered by this Agreement required)

Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 300' maximum)

Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar (\$1.00) per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour - two (2) Operators and one (1) Oiler or Journeyman-Trainee, and two (2) Heavy Duty Repairmen required)

GROUP XV

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

GROUP XVI

Excavator Track/Rubber-Tired – with all attachments (Operating Weight exceeding 200,000 lbs., see crew size requirement)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP XVII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP XVIII

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP XIX

Rotex Concrete Belt Operator (or similar types)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP XX

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP XXI

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP XXII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP XXIII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

GROUP XXIV

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP XXV

Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)

Pedestal Concrete Pump Operator, see crew size requirement

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

**SOUTHERN NEVADA
APPENDIX
A-1 THROUGH A-3
CLASSIFICATIONS AND WAGE RATES**

INCREASE EFFECTIVE DATES

<u>7-01-19</u>	<u>7-01-20</u>	<u>7-01-21</u>
\$2.35	\$2.40	\$2.45

CLASSIFICATIONS

EFFECTIVE 10-01-19, HOURLY WAGE RATES

<u>Appendix</u>	**SS ***MS		
	<u>A-1</u>	<u>A-2</u>	<u>A-3</u>
GROUP I	\$ 46.64	\$ 47.14	\$ 47.64
GROUP II	47.59	48.09	48.59
GROUP III	47.88	48.38	48.88
GROUP IV	49.37	49.87	50.37
GROUP V	-----	-----	50.47
GROUP VI	49.59	50.09	50.59
GROUP VII	-----	-----	50.69
GROUP VIII	49.70	50.20	50.70
GROUP IX	-----	-----	50.80
GROUP X	49.82	50.32	50.82
GROUP XI	-----	-----	50.92
GROUP XII	49.99	50.49	50.99
GROUP XIII	50.09	50.59	51.09
GROUP XIV	50.12	50.62	51.12
GROUP XV	50.20	50.70	51.20
GROUP XVI	50.32	50.82	51.32
GROUP XVII	50.49	50.99	51.49
GROUP XVIII	50.59	51.09	51.59
GROUP XIX	50.70	51.20	51.70
GROUP XX	50.82	51.32	51.82
GROUP XXI	50.99	51.49	51.99
GROUP XXII	51.09	51.59	52.09
GROUP XXIII	51.20	51.70	52.20
GROUP XXIV	51.32	51.82	52.32
GROUP XXV	51.49	51.99	52.49

* The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee and (7) Defined Contribution Plan (Annuity).

Special Shift*Multi-Shift
Zone Pay (Refer to Article XVIII, Section Q)

**SOUTHERN NEVADA
APPENDIX B
CRANES, PILEDRIVING AND HOISTING EQUIPMENT
CLASSIFICATIONS AND WAGE RATES**

GROUP I

A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

GROUP II

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

GROUP III

Hydraulic Boom Truck (Pitman)
Knuckleboom
Spyder Crane (or similar type)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

GROUP IV

Bridge Crane Operator
Creter Crane Operator (Oiler required)
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator (Oiler required)
Lift Slab Mobile Operator (Vagtborg and similar type)
Material Hoist/Manlift Operator
PD10 Pile Driver (or similar types)
Polar Gantry Crane Operator
Prentice Self-Loader
Self-Climbing Scaffold (or similar type)
Shovel, Dragline Clamshell Operator (over ¾ yd. and up to 5 cu. yds. M.R.C.,
Oiler required)
Silent Piler
Snobble Unit (pin-n-go or similar types, see crew size requirement)
Tugger Hoist Operator (2 drum)

GROUP V

Pedestal Crane Operator
Shovel, Dragline, Clamshell Operator (over 5 cu. yds., M.R.C., Oiler required)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

GROUP VI

Crawler Transporter Operator (Track or Rubber-Tired, Goldhofer or similar type)
Derrick Barge Operator (up to and including 25 ton capacity, see crew size
requirement)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity, see crew size requirement)
 Shovel, Dragline, Clamshell Operator (over 7 cu. yds., M.R.C., Oiler required)

GROUP VII

Derrick Barge Operator (over 25 ton M.R.C., up to and including 50 ton M.R.C., see crew size requirement)
 Highline Cableway Operator
 Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C., see crew size requirement)
 K-Crane
 Polar Crane Operator
 Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) ton (One (1) Operator)

GROUP VIII

Oilers (40 tons up to and including 200 ton M.R.C.)

GROUP IX

Oilers (Over 200 tons)

GROUP X

ABI/Fundex Machine
 Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C., see crew size requirement)
 Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C., see crew size requirement)
 Vibrocat Stone Column Operator or similar types (Oiler required)

GROUP XI

Crane Heavy Duty Repairman

GROUP XII

Crane Operator (up to and including 40 ton capacity, see crew size requirements)

GROUP XIII

Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C., see crew size requirement)
 Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C., see crew size requirement)

GROUP XIV

Luffing Boom Oiler

GROUP XV

Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C., see crew size requirement)
 Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 tons, see crew size requirement)

GROUP XVI

Crane Operator (over 40 tons, up to and including
79 ton M.R.C, see crew size requirement)

GROUP XVII

Crane Operator (Including 80 tons, up to and
including 150 ton M.R.C, see crew size requirement)

GROUP XVIII

Derrick Barge Operator (over 300 tons, see crew size requirement)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons,
see crew size requirement)

Tower Crane Operator (see crew size requirement)

GROUP XIX

Crane Operator (over 150 tons, up to and including
200 ton M.R.C, see crew size requirement)

GROUP XX

Crane Operator (over 200 tons, up to and including
250 ton M.R.C, see crew size requirement)

GROUP XXI

Crane Operator (over 250 tons, up to and including
300 ton M.R.C, see crew size requirement)

GROUP XXII

Crane Operator (over 300 tons up to and including
350 tons M.R.C, see Crew Size Requirement)

GROUP XXIII

Crane Operator (over 350 tons up to and including
500 tons M.R.C, see Crew Size Requirement)

GROUP XXIV

Crane Operator (over 500 tons M.R.C, see Crew
Size Requirement)

**SOUTHERN NEVADA
APPENDIX
B-1 THROUGH B-3
CRANES, PILEDIVING AND HOISTING EQUIPMENT
CLASSIFICATIONS AND WAGE RATES**

INCREASE EFFECTIVE DATES

<u>7-01-19</u>	<u>7-01-20</u>	<u>7-01-21</u>
\$2.35	\$2.40	\$2.45

CLASSIFICATIONS

EFFECTIVE 10-01-19. HOURLY WAGE RATES

<u>Appendix</u>	**SS		***MS
	<u>B-1</u>	<u>B-2</u>	<u>B-3</u>
GROUP I	\$ 49.23	\$ 49.73	\$ 50.23
GROUP II	49.37	49.87	50.37
GROUP III	49.59	50.09	50.59
GROUP IV	49.70	50.20	50.70
GROUP V	49.82	50.32	50.82
GROUP VI	49.99	50.49	50.99
GROUP VII	50.16	50.66	51.16
GROUP VIII	50.32	50.82	51.32
GROUP IX	51.00	51.50	52.00
GROUP X	51.16	51.66	52.16
GROUP XI	51.46	51.96	52.46
GROUP XII	51.79	52.29	52.79
GROUP XIII	52.16	52.66	53.16
GROUP XIV	53.00	53.50	54.00
GROUP XV	53.16	53.66	54.16
GROUP XVI	53.21	53.71	54.21
GROUP XVII	53.71	54.21	54.71
GROUP XVIII	54.16	54.66	55.16
GROUP XIX	55.74	56.24	56.74
GROUP XX	56.35	56.85	57.35
GROUP XXI	56.96	57.46	57.96
GROUP XXII	57.72	58.22	58.72
GROUP XXIII	58.18	58.68	59.18
GROUP XXIV	58.68	59.18	59.68

* The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee and (7) Defined Contribution Plan (Annuity).

Special Shift*Multi-Shift
Zone Pay (Refer to Article XVIII, Section Q)

TRUCK CRANE CRANE AND HOISTING EQUIPMENT OPERATORS

Qualifications and Certification:

1. The parties signatory hereto have established a Certification Program for all Operators of cranes in excess of a 7.5-ton lifting capacity or 25 feet of boom length. A committee of not less than three (3) management representatives and three (3) union representatives selected by established program procedures will manage and oversee the program's operations.

2. Testing shall be conducted at training sites operated by the Training and Retraining Trust. In addition, testing sites may be designated at employer's places of business or other locations designated by the committee to give a test to all Operators. Irrespective of the test site, testing is to be conducted by an independent and impartial testing organization and/or independent contractor(s) selected by the committee. With thirty (30) days' written notice, the committee will have the unqualified right to terminate the current independent testing organization and/or independent Contractors and select others in accordance with established program procedures. The cost associated with the testing is the sole responsibility of the Training and Retraining Trust.

3. All Operators must initially participate in the written and practical test with no exception. In the event the Operator is applying for certification of more than one (1) type and size of crane, each Operator must pass the written and practical "hands on" test for each specific crane separately. All Operators at a minimum must pass a physical and a substance abuse test as specified in the American Society of Mechanical Engineers (ASME) B30.5 standard before making an application for testing. At the end of the five (5) calendar years, each Operator must take a current written exam, and provide current proof of passing the aforementioned physical and substance abuse tests. A practical exam would also be required if the Operator is unable to document at least 1000 hours of experience during the immediately preceding certification period, operating the specific crane-type or hoisting equipment for which recertification is sought.

a. An Operator applying for recertification and not wishing to take the practical exam must provide a complete employment record 1000 hours of work history on cranes or hoisting equipment that recertification is sought within the previous five (5) year period. The employment record must include but is not limited to the following items:

(1) Name, address, telephone number, verifying supervisors at past and present employment covering the past five (5) calendar years.

(2) Make and model of cranes or hoisting and equipment operated.

(3) Total hours of operation for this employee.

b. Waiver of the practical examination will only be granted after review and verification of the employment record.

4. Trainees possessing current, valid provisional certifications may be authorized to operate crane and hoisting equipment provided they are under the supervision of an Operator possessing a current, valid Certification of Competence for the specific crane-type or hoisting equipment being operated by the trainee.

5. It is also agreed between the parties that if any public or private authority should enact or impose any statute, law, regulation or specification that this testing program does not accommodate, then the committee shall meet to resolve such issues.

6. If the above procedures are not followed, then it will be deemed a violation of this Agreement. This includes instructions to employees to take any other test or certification unless agreed upon by the Union.

7. Exemptions:

If the Employer has chosen some other program to certify his or her employees it shall not be recognized by the Union and the employer shall be in violation of this Agreement if they instruct their employees to take any other test or certification requirement unless agreed upon by the Union.

a. The operation of a crane or hoisting equipment with a lift capacity or boom length dimension below that stipulated in Paragraph 1 will not require the Operator to be certified.

b. The operation of a crane or hoisting equipment solely for testing, inspection, and/or maintenance of the crane or hoisting equipment will not require the Operator to be certified.

8. A Contractor found violating any portion of this Article, as determined by the grievance procedure, shall immediately pay compensatory damages in the amount of one (1) day's pay at the highest journeyman rate under this Agreement for each day or portion thereof the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund.

**SOUTHERN NEVADA
APPENDIX C
SURVEYOR
CLASSIFICATIONS AND WAGE RATES**

GROUP I

Chainman

GROUP II

Rodman

GROUP III

Instrumentman

GROUP IV

Global Position Systems Chainman and Rodman
Hydrographic Engineering Technician I (Chainman)
Wild Gyroscope Instrumentman

GROUP V

Party Chief

GROUP VI

E.D.M. or Fathometer Instrumentman

GROUP VII

Certified Party Chief

GROUP VIII

Hydrographic Engineer Party Chief

GROUP IX

Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

GROUP X

Chief of Parties
Two (2) or more crews

**SOUTHERN NEVADA
APPENDIX
C-1 THROUGH C-3
SURVEYOR
CLASSIFICATIONS AND WAGE RATES**

INCREASE EFFECTIVE DATES

<u>7-01-19</u>	<u>7-01-20</u>	<u>7-01-21</u>
\$2.35	\$2.40	\$2.45

CLASSIFICATIONS

EFFECTIVE 10-01-19, HOURLY WAGE RATES

<u>Appendix</u>	<u>C-1</u>	<u>**SS</u> <u>C-2</u>	<u>***MS</u> <u>C-3</u>
GROUP I	\$ 48.56	\$ 49.06	\$ 49.56
GROUP II	49.37	49.87	50.37
GROUP III	49.59	50.09	50.59
GROUP IV	49.87	50.37	50.87
GROUP V	49.99	50.49	50.99
GROUP VI	50.09	50.59	51.09
GROUP VII	50.12	50.62	51.12
GROUP VIII	50.49	50.99	51.49
GROUP IX	50.62	51.12	51.62
GROUP X	51.12	51.62	52.12

* The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee and (7) Defined Contribution Plan (Annuity).

Special Shift*Multi-Shift

Zone Pay (Refer to Article XVIII, Section Q)

**SOUTHERN NEVADA
APPENDIX D
TUNNEL
CLASSIFICATIONS AND WAGE RATES**

GROUP I

Heavy Duty Repairman Helper

GROUP II

Skiploader (wheel type up to $\frac{3}{4}$ yd. without attachment)

GROUP III

Chainman

Power - Driver Jumbo Form Setter Operator

GROUP IV

Dinkey Locomotive or Motorman (up to and including 10 tons)

Rodman

GROUP V

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

Slip Form Pump Operator (power driven hydraulic lifting device
for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 tons, up to and including 30
tons)

Welder - General

GROUP VI

Backhoe Operator (up to and including $\frac{3}{4}$ yd.) Small Ford, Case
or similar

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator ($\frac{1}{4}$ yd. - Oiler or Journeyman-Trainee
required - rubber-tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or
similar type)

Pneumatic Heading Shield (tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)

GROUP VII

Heavy Duty Repairman-Welder Combination

GROUP VIII

Party Chief

GROUP IX

Certified Chief of Party
Tunnel Mole Boring Machine Operator

**SOUTHERN NEVADA
APPENDIX D-1
TUNNEL
CLASSIFICATIONS AND WAGE RATES**

INCREASE EFFECTIVE DATES

<u>7-01-19</u>	<u>7-01-20</u>	<u>7-01-21</u>
\$2.35	\$2.40	\$2.45

CLASSIFICATIONS

EFFECTIVE 10-01-19. HOURLY WAGE RATES

<u>Appendix</u>	<u>D-1</u>
GROUP I	\$ 48.49
GROUP II	49.44
GROUP III	49.73
GROUP IV	49.87
GROUP V	50.09
GROUP VI	50.20
GROUP VII	50.32
GROUP VIII	50.49
GROUP IX	50.62

* The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee and (7) Defined Contribution Plan (Annuity).

Zone Pay (Refer to Article XVIII, Section Q)

APPRENTICE WAGE RATES

Based on Appendix A, Group VI, A-1, A-2 and A-3 of this Agreement

Apprentices operating equipment set forth in Group XIII through XXV of Appendix A will receive the applicable wage rate for that Group.

0- 999	hours	-	Step I	@ 60%
1000-1999	hours	-	Step II	@ 65%
2000-2999	hours	-	Step III	@ 70%
3000-3999	hours	-	Step IV	@ 75%
4000-4999	hours	-	Step V	@ 80%
5000-6000	hours	-	Step VI	@ 90%

All shift pay or premiums entitled to be paid under the terms of this Agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above Apprentice wage rates exceed any of the Journeyman Group Rates of this Agreement.

**SOUTHERN NEVADA
APPENDIX E
FIELD SOILS AND MATERIAL TESTER
BUILDING/CONSTRUCTION INSPECTOR
CLASSIFICATIONS AND WAGE RATES**

GROUP I

Field Soils and Material Tester
Field Asphaltic Concrete (Soils and Material Tester)
Field Earthwork (Grading Excavation and Filling)
Profilograph
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building/Construction Inspector
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and Truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete Batch Plant
Spray-Applied Fireproofing
Structural Masonry

GROUP III

Nondestructive Testing (NDT)

The above classifications shall be recognized as the jurisdiction of the Operating Engineers. It is further understood that these classifications noted herein shall not apply to laboratory work but be defined as jobsite work only.

There may be instances where an Inspector is required by the Employer to do both laboratory and field testing in which event they will be covered by the Agreement.

When a question arises as to the duties of an Inspector or Field Soils and Material Tester, the International Union of Operating Engineers, Local Union No. 12 Inspection Handbook will be referred to which contains all duties pertaining to Inspectors and Field Soils and Material Testers and will be supplied by Local Union No. 12 upon request, and shall be recognized as an addendum to this Agreement.

The employer shall furnish all special material testing equipment and equipment requiring calibration to the employee as needed. The inspectors shall furnish their own hand tools.

When required to report at the Contractor's office before going to work and after work, employee's time will start and end at the contractor's office.

The Contractors or Association Members, signatory to this Agreement shall recognize that the Retirees of the Operating Engineers Union are in need of a periodic increase in their benefits to keep abreast of economic factors such as inflation and normal cost of living increases.

Therefore, we are proposing the hourly pension contribution reflect a One Dollar (\$1.00) per hour increase over the term of the Agreement to be allocated as follows:

Effective July 1, 2007, fifty cents (50¢) per hour
Effective July 1, 2008, twenty-five cents (25¢) per hour
Effective July 1, 2009, twenty-five cents (25¢) per hour

This One Dollar (\$1.00) per hour increase is over and above the existing contribution rate of Four Dollars and five cents (\$4.05) per hour.

The increased amount shall be utilized as set forth hereafter to increase benefits and improve the funding condition to the Pension Plan. Within sixty (60) days' of adoption of this Agreement the Board of Trustees shall adopt a Plan Amendment which: (1) Effective July 1, 2007, increases pension benefits, in accord with past practice, for Active Plan Participants by Three Dollars (\$3.00) per pension credit. (2) Effective July 1, 2007, provides that pensioners on the rolls as of June 30, 2007, and on the rolls as of December 1, 2007, shall receive a thirteenth (13th) check in December 2007 and further provides an identical benefit increase for pensioners on the rolls as of June 30, 2008, June 30, 2009, June 30, 2010, June 30, 2011 and June 30, 2012, if they are on the rolls as of December 1, of the same calendar year.

It is further agreed that in the event there is insufficient margin existing in the Pension Fund to increase the benefits as noted herein, the Union shall have the option of allocating a portion of their negotiated increase to pay for the increase, or foregoing the increase. However, the margin that may be created during the life of this Agreement shall first be used before any further allocations are made.

PROCEDURE FOR RESOLVING TRUST FUND DISPUTES

1. Pending amendment of the Trust Agreements, by all of the parties to the Trust Agreement, the following procedure shall be used to resolve any Trust Fund dispute in the event there is a deadlock in implementing the increases noted above.

a. The deadlocked dispute shall be submitted to the Labor-Management Adjustment Board consisting of three (3) persons from the Contractors Negotiating Committee and three (3) persons from the Operating Engineers Negotiating Committee, all of whom participated in the negotiations, for a determination of the deadlocked motion. The parties' Trustees shall also be present as observers. There shall be no alternates appointed by either party. In the event of a deadlock, the parties shall select an arbitrator in accordance with Article V of this Agreement. The arbitrator shall rule only on the provisions outlined in this Appendix F. The Trustees shall be obligated to carry out the instruction resulting from this process with respect to Appendix F of the Collective Bargaining Agreement.

b. If either party fails to meet with the Labor-Management Adjustment Board within thirty (30) days of submission of the dispute, or if the Labor-Management Adjustment Board fails to meet within thirty-nine (39) days of the submission to it of the dispute, the decision of the Labor-Management Adjustment Board shall be against the party that failed to meet, or whose members of the Labor-Management Adjustment Board failed to meet.

TRUST AMENDMENT

The Union and the Association shall jointly propose and support the following amendment to the Agreement establishing the Operating Engineers Pension Trust:

ARTICLE V, SECTION 2

The following shall be inserted after the third sentence of Article C, Section 2:

The Board of Trustees shall amend or modify the plan of benefits in effect on July 1, 1989, to include the schedule of benefit modifications set forth in Appendix F of the Nevada Contractors Association Master Labor Agreement adopted July 1, 1995. Should the Trustees be unable to agree on implementing the increases, the questions raised shall be referred to the parties for clarification as to the intent of the Collective Bargaining Parties. Should the Collective Bargaining Parties be unable to agree, they shall process the matter in the following manner:

a. The deadlocked dispute shall be submitted to the Labor-Management Adjustment Board of any of the Collective Bargaining Agreements consisting of three (3) persons from the Contractors Negotiating Committee and three (3) persons from the Operating Engineers Negotiating Committee, all of whom participated in the negotiations, for a determination of the deadlocked motion. The parties' Trustees shall also be present as observers. There shall be no alternates appointed by either party. In the event of a deadlock, the parties shall select an arbitrator other than a permanent arbitrator in

accordance with Article V of the Collective Bargaining Agreement. The arbitrator shall rule only on the provisions outlined in this Trust Agreement. The Trustees shall be obligated to carry out the instruction resulting from this process with respect to Appendix F of the Collective Bargaining Agreement.

b. If either party fails to meet with the Labor-Management Adjustment Board within thirty (30) days of submission of the dispute, or if the Labor-Management Adjustment Board fails to meet within thirty-nine (39) days of the submission to it of the dispute, the decision of the Labor-Management Adjustment Board shall be against the party that failed to meet, or whose members of the Labor-Management Adjustment Board failed to meet.

APPENDIX G

A. Air-conditioned cabs shall be provided on all equipment working in temperatures of 100 degrees F or more. This shall only apply to new equipment purchased after January 1, 1982, when air-conditioning is available from the original manufacturer. Such new equipment is defined and limited to CAT 14 Blade or larger or equivalent, D-9 or larger or equivalent, and self-loading scraper 623 or equivalent or larger and 992 loader or larger or equivalent.

B. It is also understood that it is not practicable to equip certain machines with air-conditioning because of the types of work or access of work such as housing tracts or when it is not practicable because of the safe operation of the equipment due to the restriction of view. In these instances, air-conditioning is not required.

Signature page of the SOUTHERN NEVADA MASTER LABOR AGREEMENT between the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12 and the NEVADA CONTRACTORS ASSOCIATION that became effective July 1, 2019.

NEVADA CONTRACTORS ASSOCIATION

[Signature]
Signed by:

PATRICK VELASQUEZ
Print Name Title
DIRECTOR of LABOR RELATIONS

Signed by:

Print Name Title

Signed by:

Print Name Title

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

[Signature]
Ronald J. Sikorski, Business Manager

[Signature]
Dan E. Hawn, President

[Signature]
David Garbarino, Vice President

[Signature]
Larry Davison, Rec-Corres. Secy.

[Signature]
Shawn Kinsey, Financial Secy.

[Signature]
Carl L. Mendenhall, Treasurer

MANAGEMENT NEGOTIATING COMMITTEE
NEVADA CONTRACTORS ASSOCIATION

Nevada Contractors Association

Patrick Velasquez, Labor Relations Director

Aggregate Industries – SWR, Inc.

Carolyn Brindle

Bob Winningham

Dielco Crane Service Inc.

David Dieleman

Richard Dieleman

Granite Construction Company

Don Sawyer

Las Vegas Paving Corp.

Dan Peressini

Clark Webster

Bill Wellman

Wells Cargo, Inc.

Trent Scarlett

Sierra Wilson

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12
NEGOTIATING COMMITTEE**

Ronald J. Sikorski, Business Manager
Dan E. Hawn, President
David Garbarino, Vice President
Larry Davison, Rec-Corres. Secy.
Shawn Kinsey, Financial Secy.
Carl L. Mendenhall, Treasurer
Nick DiFranco, District Rep.
Ray Gort, Business Agent
William Maher, Business Agent
Deon Neal, Business Agent
Scott Reeves, Business Agent

**ADDENDUM V
PREVAILING WAGE SURVEYS**

All signatory contractors shall complete State and Federal Davis-Bacon Prevailing Wage Survey forms and file them with both the governing body and the Southern Nevada Contract Compliance (SNCC) Office by the due date. Those contractors not complying with these requirements will be in violation of this Agreement.

**NEVADA CONTRACTORS
ASSOCIATION**

Paul J. Delaney

Date: 1-6-2020

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 12**

Ronald J. Sibuski

Date: 1/9/20



HIGH PERFORMANCE

HIGH VALUE

**Southern Nevada Painting,
Wallcovering & Drywall Finishing
Master Agreement**

Between

District Council 16

&

**Southern Nevada Chapter Painting &
Decorating Contractors Association**

&

**Western Walls & Ceilings Contractors
Association**

&

Independent Contractors

July 1, 2019 – June 30, 2022

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WITNESSETH

WITNESSETH: That for and consideration of harmonious relations between the parties referred to and the public, the maintenance and stability of the conditions of employment and other mutually beneficial relations, and for the purpose of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time, and for the purpose of protecting and safeguarding the health and safety of the parties concerned, the parties hereto have agreed that the understanding hereinafter set forth shall be binding on all signatory members of the parties thereto, individually and collectively.

ARTICLE 1 RECOGNITION

Section 1 This Agreement is made and entered into the 1st of July 2019, by and between DISTRICT COUNCIL 16, hereinafter referred as the “Union”, and SIGNATORY CONTRACTORS ASSOCIATIONS listed in Section 2 (b) below, or their Successors, as well as any independent Employers, who are signatory or may become signatory to this Agreement, and are actively engaged in the Painting Industry, hereinafter referred to as the “Employer”.

Section 2 It is agreed that this agreement shall constitute the complete agreement between the parties signatory hereto, and any other agreed to revisions and/or amendments not herein included are null and void.

- a) The Employer recognizes the Union as the sole collective bargaining agency between itself and the employees covered under the scope of this Agreement.
- b) The Union recognizes the Associations as the collective bargaining agencies between themselves and employers covered under the scope of this Agreement who have executed “proxies” with a specific Association. Associations who are signatory to this agreement are as follows: Southern Nevada Chapter of the P.D.C.A. and the W.W.C.C.A.
- c) Any and all Collective Bargaining Agreements (excluding agreements with the Nevada Test Site either directly or indirectly) entered into between District Council 16 and the signatory associations and independent contractors, will first be signatory to this Agreement.

Section 3 Each Individual Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform all bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Employer specifically agrees that the Union has demonstrated its majority status and it has properly established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

Section 4 It is hereby agreed that the Associations shall appoint all employer committee member(s), to any of the committees referred to in this Agreement if needed at the ratios PDCA 3 trustees; WWCCA, 1 trustee.

ARTICLE 2

SCOPE OF WORK

Section 1 This Agreement shall cover jurisdiction over;

- a)** Painters: Work will include, but not be limited to:
- (1) preparation of any surface that is to receive any coating. This is to include, but not be limited to caulking, puttying, spackling, bondo, fiberglass applications and repairs, sealers and primers. The application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiberglassing, E-Glass fiberglass, GRG, GFRC, plaster cast, carbon fiber, encapsulating, insulating, metalizing, flame spray, Exterior Insulating Finishing Systems, the application of Venetian Plasters and/or Polymers;
 - (2) each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;
 - (3) any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alcalyeds, sheet rubber, foams, seamless and tile-like coatings, etc.;
 - (4) all preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing, skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal;
 - (5) the inspection of all coatings and/or coating systems during their applications will be performed by members of this International Union.
- b)** Wall Covering work will include, but not limited to:
- (1) all material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyls, flexible woods, fabrics, borders, metals, upholstered wall systems, the fabric covered panels made of plastic/wood or prefinished products of micro fiberglass, etc., Acrovyn and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;
 - (2) any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

- c)** Drywall Finishing work will include, but not be limited to:
- (1) the preparation or leveling of any surface or substrate which is to receive a coating, finish and/or wall covering; this will include, but not be limited to, all levels of finishing and/or spackling of all surfaces, including gypsum wallboard taping and finishing, fire taping and all fire stopping systems, glaze coatings, skim coating or any other finishing system, spotting of nails, finishing of corner beads/flex beads. Patching and sanding is within the system of preparing surfaces for finishes.
 - (2) all stucco and Dryvit systems will be performed by members of this International Union.
- d)** Paint Makers will include, but not be limited to all workers engaged in the mixing, testing, preparing and/or manufacturing of paint, coating, caulking, putty, sealants, etc. and handling of lead, color, oil, lacquer, varnish, synthetic resin, acrylic paints and coatings, etc., including any and all materials for the same.
- e)** Sign and Display: Sign and Display Painters' work shall include, but not be limited to:
- (1) the making and installation of all signs and servicing of same, designing, lettering and pictorial work of any kind, including vinyl signs and vinyl substrates and the preparing for the finishing of same, be it by hand brush, roller, spray, mechanical or computer-aided and by any other method or process pertaining to same;
 - (2) they shall have control of all branches, methods and processes of screen process work; tube bending and display work such as creating, designing, building and finishing of all display matter and its related operations used for advertising purposes, including all art work and lettering whether it is done by hand, mechanical or computer aided or by any other method or process pertaining to same;
 - (3) the construction, erection and maintenance of all billboards and all communication advertising will be done by members of this International Union.
- f)** Scenic Artists and Designers: Scenic Artists' and Designers' work will include, but not be limited to: models, sketches, carpenter drawings, painting for theatrical productions, motion picture settings and all the various effects; the painting of properties and decorations which may be used to decorate stage, motion picture and TV settings, mural paintings, display creations, costumes and the art of make-up and all its various effects.
- g)** Metal Polishers: Metal Polishers' work will include, but not be limited to: new construction and existing sites consisting of metal polishing, both the initial and continuing maintenance which shall include, but not be limited to, coloring, lacquering, spraying, application of vinyl coatings, cleaning, polishing and finishing of ornamental and architectural iron, bronze, brass, nickel, aluminum, stainless steel and all metal specialty work.
- h)** All Tools, Equipment and Material:
- (1) the handling, assembling, disassembling, operation, maintenance, storage and transporting of all tools, equipment and material used or that may be used by members of this International Union in performing their trade or work;
 - (2) the loading and unloading of any and all materials, tools and equipment will be done by any members and units coming under the International Union's jurisdiction;

(3) tools, material and equipment, as used herein, shall include, but not be limited to, brushes, rollers, spray painting equipment, coating applicators, all miscellaneous hand and power driven tools, all robotic, computerized mechanical and manually operated abrasive, shot, bead, water and related blasting equipment, containment systems, ventilation/dehumidification systems, vacuum recovery units, wet and dry vacuum systems and any and all related safety equipment, ladders, scaffolding, lifts and all other dedicated rigging, including the handling, erection and dismantling of same, the operation and maintenance of all types of compressors.

- i)** Related Work: Members of this International Union shall also have jurisdiction of: (1) all processes and procedures for decontamination of all contaminated areas;
(2) all clean-up of any type debris caused by or during the preparation and/or application of any work described in this Section.
- j)** Technological Improvements, Advancements, New or Substitute Systems or Processes and/or New or Substitute Materials: The jurisdiction of this International Union shall include and extend to any and all new or substitute systems or processes, new or substitute materials and technological improvements or advancements in any existing or new system, process or material that is referred to or incorporated in any of the provisions in the General Constitution or any collective bargaining agreement to which the International or any of its subordinate bodies is a party.
- k)** Jurisdictional Disputes
(1) The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this agreement, the representatives of the Unions involved will meet with the representatives of the Contractor to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractor shall be put into effect immediately.
(2) Jurisdictional disputes that cannot be resolved at the local level shall be referred to the International Unions for the purpose of settling the said dispute under the dispute resolution process adopted by the General Presidents of the National Building trades known commonly as "The Plan".

ARTICLE 3

AREA JURISDICTION

Section 1 The area Jurisdiction, covered by this agreement shall include, Clark County, Lincoln County, Nye County, Esmeralda County, in the State of Nevada.

ARTICLE 4

EMPLOYERS

Section 1. Requirements

The Employer shall have a duly issued and effective State Contractors License, shall carry Workers' Compensation Insurance, and shall comply with all Federal, State and Municipal Laws pertaining to the Painting, Wallcovering, and Drywall Finishing Industry and all health and safety regulations and rules.

Section 2. Shop Requirements

- a) An Employer's shop for the purpose of this Agreement, shall be defined as a location of the Employer's work at a shop or branch shop where the Employer conducts the regular business covered by this Agreement including the existence of inventory, a telephone, electric power, toilet facilities, and a permanent office where regular business is conducted and where bargaining unit employees regularly work or report in and out.
- b) A construction jobsite location or a specific job shall not be considered a principal place of business.
- c) Unless the initial term of the lease for the Employer's shop or branch shop or plant is for a period longer than one (1) year or the Employer owns the property, then the location shall be deemed a construction jobsite and not a principal place of business or an Employer's shop or branch shop.
- d) It is agreed that if the Employer is excluded in the above section of this Article, they shall conform with the shop requirements in this Article within one (1) year from the signing of this Agreement.

Section 3. It is understood that District Council 16 will continue their organizing efforts including production and maintenance, and Agreements will be signed with Employers in said fields, establishing terms and conditions for production and maintenance painting. Employers signatory hereto doing production and maintenance painting will be requested to execute agreements relating to said work, and any work done will be covered by the terms of each executed agreement, and, if none, by this Agreement. Any agreement so signed shall be copied to the Southern Nevada Chapter PDCA and WWCCA.

Section 4. The Employer shall permit duly accredited representatives of the District Council to visit the shop or job any time where work is being performed in order to determine whether the shop is being conducted in accordance with this Agreement. The Union Representative will conform to any and all orientation and badging job site requirements.

Section 5. The Employer warrants, asserts and agrees that this document is executed by him/her

or the Signatory Contractor Association with whom the Employer has executed their proxy with full authority to represent and bind the Employer, partnership, corporation or association of which he/she is a partner, officer, representative or member. Should the Union enter into a contract with any Employer; the Southern Nevada Chapter PDCA and/or WWCCA will be provided with a copy upon request.

- a) This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.

Section 6. If this Agreement is signed by a member of a partnership, it shall apply to them and each of them individually. In the event of a dissolution or termination of said partnership or in the event of a merger, consolidation or other legal change whatsoever, with respect to Employer, any obligations hereunder shall be binding upon any assign, successor, legal representatives or lessee of such Employer.

Section 7. After this Agreement takes effect any Employer may become a party hereto if this Agreement is executed by him/her. This Agreement shall take effect as to such new Employer at such time as said party signs this Agreement.

Section 8. Each Employer may designate no more than two (2) owners, partners or persons holding proprietary interest in the business as Owner Members of the Union. Owner Members may perform work covered by this Agreement and the Employer shall not be required to make Trust Fund contributions on behalf of Owner Members, but may elect to do so through Trust Fund Agreements.

Section 9. No two (2) or more contractors shall work for each other on any contract, except that a contractor may sublet a contract to a signatory contractor.

Section 10. It shall be a violation of this Agreement for the Employer or the Employer's agent to establish production quotas or piece work systems.

Section 11. The Employers shall have the right to manage their business in all respects without limitation except as expressly provided in this Agreement.

Section 12. The Employer agrees that he/she will not contract work covered under the scope of this Agreement to anyone not signatory to a collective bargaining agreement with the International Union of Painters & Allied Trades. If the Union cannot supply a licensed, qualified subcontractor within forty-eight (48) hours, then the contractor can hire from any source.

Section 13. Employers signatory to this Agreement shall, before commencing to perform work

on any competitively bid job in which four hundred eighty (480) hours or more of covered work will be performed, register the job with District Council 16 on forms provided.

Section 14. There may be established “Project Labor Agreements” to cover the scope of work outlined in this Agreement and in connection with Building Trades Agreements. The Southern Nevada Chapter PDCA and WWCCA will be provided with a copy upon request.

Section 15. OUT-OF-AREA WORK -

The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

Section 16. When engaged in work outside the geographical jurisdiction of this Agreement, the Employers agree, subject to their rights to reject any applicant for cause, that not less than 50% of the workers employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area, and further provided that these men are qualified to meet the job requirements.

Section 17. Employers from outside the jurisdictional area of this Agreement shall employ not less than 50% of the workers from the Local Union having the work and area jurisdiction of the jobsite. All jobs must maintain at least 50% - 50% ratio. Apprenticeship ratios shall conform with local JATC ratios and utilize apprentices from said JATC.

Section 18. OUT-OF-AREA EMPLOYEES - When an Employer outside the jurisdictional area of this Agreement brings steady employees from outside the area, the employees shall not go to work until they have a referral slip from the Local Union where the work is being performed.

Section 19. The signatory Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement through the use or device of another business or corporation which such Employer controls or through the use or device of a joint venture with another Employer or contractor in any outside area without first consulting with the IUPAT for the purpose of establishing to the IUPAT's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of such Employer, and if the IUPAT is not so satisfied, the Union party has the option of canceling the Agreement.

ARTICLE 5

HIRING PROCEDURES

Section 1. The Union shall be the sole and exclusive source of referrals of applicants for employment. All employees covered by this Agreement shall be dispatched by the Union.

- a) The employers retain the right to reject, for any lawful reason, any job applicant referred by the Union.
- b) All persons shall be retained on the job except for the following reasons: willful neglect of duty, incompetence, or conditions beyond the control of the employer.
- c) The Employer hereby agrees that when a worker is laid-off or terminated, that the employer shall fax or email a Separation Form to the Union office and shall furnish the Union with information relative to reason for lay-off or termination and eligibility for rehire.

Section 2. The Union shall establish and maintain separate, open and non-discriminatory employment lists for workers desiring employment on work covered by this agreement, and such workers shall be entitled to registration and dispatch free of charge, subject to the provisions of this section.

Section 3. The Employer shall first fax or email the dispatch office of the Union for the workers they may from time to time need, and the Union shall furnish to the employer the required number of workers of the classification needed and requested by the employer strictly in accordance with the procedure established. The Employer shall state on the request any special requirements that workers need to satisfy to obtain employment from the Employer.

Section 4. The dispatching office will fill the Employer's request for workers of the type specified from among those entered on said lists by use of a written referral. The following order of preference and the selection of workers for referral for jobs shall be on a nondiscriminatory basis. Notwithstanding the above, a member, who is in good

standing with the Union may seek his/her own job and the Employer may have referred to it any applicant (who is registered on the Unions out-of-work list) by submitting a written request by name to the Union. When a member is seeking their own employment, the member will fill out all pre-employment paperwork, including employer orientation, on their own time prior to accepting a dispatch. If this process takes more than two (2) hours, the member shall be paid.

Section 5. Apprentices shall be hired and transferred in accordance with the Apprenticeship Standards and provisions of the Painters Joint Apprenticeship Training Committee (JATC).

Section 6. When the Employer has notified the Union in writing that a worker is not eligible for rehire, the Employer shall not be forced into hiring, but may do so should the Employer elect to at a future date. Applicants who are not eligible for rehire shall not be entitled to show-up time or any other form of compensation.

Section 7. If the Union is unable to refer applicants for employment to the employer, within forty-eight (48) hours from the time of receiving the employer's request (Saturdays, Sundays and holidays excluded), the employer may procure employees from any other available source. If employees are so hired, the employer shall immediately refer to the Union those employees for dispatch, and shall replace such temporary employees as soon as registered applicants for employment are available under the referral procedure. In order to be entitled to registration and dispatching as a journeyman, the applicant must be able to demonstrate that he/she has worked at the trade for a minimum of three (3) years, and must have successfully completed standard examinations conducted by the Local Union.

Section 8. Should an Employee be hired contrary to the provisions of the Hiring Procedure, the Union Representative shall request that the Employer dismiss the employee so hired. If the Employer refuses to dismiss the employee, the matter shall be referred to the Grievance & Arbitration procedures set forth in this Agreement.

Section 9. The Union representatives have the right at all times to interview employers, or to see, or to be advised, on any applicant or journeyman as to hours worked, time cards, sign in sheets and or charts, rate of pay, travel time and subsistence paid, and any or all deductions covered by such payment. Further, the Business Representative shall be authorized as a matter of convenience for the Union and its members or applicants to present to a signatory employer, during the life of this Agreement, an authorization for any necessary deductions from an employee's earnings for the purpose of bringing an employee's account with the Union up to date after said employee has properly signed or endorsed such "hold-out" notice.

Section 10. In the event a worker accepts a dispatch and fails a pre-employment drug test, arrives

at the Employer's job site in an unfit condition for work, without proper tools, referrals, proper employment documentation, current safety and OSHA certifications, the employer shall not be obligated to pay that worker "show-up" time. However, if the worker performs any work covered under the terms and conditions of this Agreement, the Employer shall pay said worker for all hours that the worker performed covered work.

Section 11. In order to be eligible for dispatch and hire under this Agreement, a worker must have the minimum valid certifications for the following training: Scissor Lift/Boom Lift, Scaffold User, OSHA 10 and current Respirator Fit.

ARTICLE 6

HOURS OF WORK – OVERTIME

Section 1. The regular workday shall consist of eight (8) or ten (10) hours of work depending on the work week, between 5:00 a.m. and 4:30 p.m. with one half (1/2) hour for lunch to be given no later than five (5) hours after the beginning of the shift. Following the regular midday lunch break, no employee shall be required to work more than six hours without an additional thirty-minute lunch break. If more than six (6) hours work is required, the employer agrees to provide no less than thirty (30) minute lunch period without loss of time to the employee.

The Employer shall allow one paid fifteen (15) minute break which shall fall between starting time and the designated lunch period. If employees are required to work more than eight (8) hours but less than twelve (12) hours, the Employer shall allow an additional paid fifteen (15) minute break which will fall as close to the eighth (8th) hour as is reasonably possible.

Section 2. The regular workweek shall consist of five (5) eight (8) hour workdays, Monday through Friday or four (4) consecutive ten (10) hour workdays between Monday and Friday.

Section 3. A five (5) day eight (8) hour week – the first three (3) hours worked outside a regular five (5) day eight (8) hours constituted day shift, Monday through Friday, shall be paid at the rate of one and one half (1 ½ X) times the straight time rate. All hours worked beyond eleven (11) hours shall be paid at two (2 X) times the straight time rate. The first eight (8) hours worked on a Saturday day shift shall be paid at the rate of one and one-half (1 ½ X) times the straight time rate all other hours worked beyond the eight (8) hours shall be paid at double (2 X) the straight time rate. Hours worked on Sunday and recognized holidays shall be paid at the rate of two times (2 X) the straight time hourly rate.

Section 4. When working a four-ten (4-10) hour shift; All hours worked beyond ten hours shall

be paid at double (2X) the straight time rate. The first eight (8) hours worked on the fifth (5th) or sixth (6th) day shall be paid at one and one half (1 ½) the straight time rate all other hours at double (2X) the straight time rate.

Section 5. SHIFT WORK - In the event that a majority of a shift is worked outside of the established day shift hours for any reason, the workweek and hours per shift shall be consistent with that of a normal day shift and shall be inclusive of a meal period (employee is paid eight (8) hours for seven and one half (7 ½) hours worked) and the pay shall be at the straight time rate. This applies to shifts worked Monday through Friday only. Hours worked on Saturday and Sunday shall be paid at the applicable overtime rate. Employers scheduling Shift Work must notify the Director of Service of District Council 16 in writing by email in advance of starting Shift Work. Overtime rates shall be paid for all hours worked outside the regular work day if the Employer fails to notify the Union as described above.

Section 6. Employees shall be entitled to no less than an eight (8) hour rest period between shifts. Should the Employer fail to allow an eight (8) hour rest period, the employee shall be treated as if they were working on a continuation of the previous shift and shall be paid at the appropriate overtime rate.

Section 7. No work shall be performed at any time other than during the regular work day except by notification of the Local Union in the area where work is to be performed. Application for any and all work at any time other than during the regular work day stipulated herein shall be applied for any time prior to starting said work. Notification for Saturday and Sunday work, and all recognized Holidays, must be made no later than 4:30 p.m. of the last regular work day of the week. Except in emergency situations, notification may be given in person, in writing, by telephone, facsimile or e-mail.

Section 8. Any work beginning after 9:00 pm Sunday that ends on Monday shall be considered Monday work. This shall apply only if the shift hours worked for the week are consistent with the hours worked on Sunday. Any hours worked prior to 9:00 pm Sunday would be considered Sunday work and shall be paid at two times (2x) the regular straight time rate of pay.

Section 9. In recognition of the fact that the scope of work as defined in this Agreement is increasingly more tourist oriented in the Las Vegas and Laughlin area, the parties have agreed to special work hours for Hotel Guest Room remodel type work. To cover specific job requirements such as rooms that must be ready for occupancy on Fridays, the agreement is as follows: When the working schedule requires remodeling of guest rooms be started on Monday and be completed so they may be occupied on Friday and provided the Union is notified in writing and agrees prior to the start of such project, the employer, may work a shift consisting of four (4) consecutive days Monday through Thursday and may work a shift of ten (10) hours at the straight time hourly rate. If work is performed

prior to the union approval, the regular overtime rates will apply. It is further understood that the employer may schedule the hours of the shift to coincide with Hotel operations. All hours outside of the special shift will be paid at the double time rate.

Section 10. No employee shall report to any shop earlier than fifteen (15) minutes, or to any job earlier than fifteen (15) minutes before the starting time.

Section 11. Employees who report for work at the time they are instructed to by the employer (or employer's agent) and who are not placed to work, shall be paid two (2) hours show-up time. No show-up time is required if employees are not put to work because of inclement weather or an act of God.

Section 12. If inclement weather forces a job to be shut down during the regular work week, Monday through Friday, then the Employer can work his crew, on a voluntary basis, on Saturday or Sunday at straight time. A Saturday or Sunday straight time day will only apply if inclement weather forces a job to shut down during the regular current work week, Monday through Friday. The Employer can work only that crew which is already on the jobsite at the time that inclement weather forced the shutdown or the equivalent number of replacements for such crew members who are unable to work. If work is performed prior to the Union approval, regular overtime rates will apply.

Section 13. It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an "Exceptional Condition", and an Employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

a) The Employer shall submit a request for an Exceptional Condition permit in writing by email to the Director of Service of District Council 16. The Director of Service of District Council 16 shall forward a written response by email to the requesting Employer within two (2) business days of the request.

Section 14. When an employee works thirteen (13) days straight, without a full day off, the employee may at his or her discretion, refuse to work the fourteenth (14th) straight day and instead request a full day off. If so requested, the employee will notify the supervisor and the Union will notify the employer of the requested day off. If the employer refuses the request, the employee will be paid double-time until the employee receives a day off.

ARTICLE 7
HOLIDAYS

Section 1. The following days are recognized holidays:

<p>New Year's Day</p> <p>Memorial Day</p> <p>Labor Day</p> <p>Thanksgiving Day</p> <p>Christmas Day</p>	<p>Presidents Day</p> <p>Fourth of July</p> <p>Veteran's Day</p> <p>The Day after Thanksgiving Day</p>
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Section 2. When a holiday falls on Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any hour of the twenty-four (24) hours of Labor Day.

ARTICLE 8
WORKING RULES

Section 1. Workers shall report to work with the usual tools of the trade.

- a) **Painters** shall supply a five (5) gallon bucket, duster, putty knife, broad knife, hammer, nail set, screwdriver, 5 in 1 tool, and wrenches.
- b) **Paperhangers** shall supply a five (5) gallon bucket, straight edge, 2' level and usual paperhanger's hand tools, with the contractor supplying all other tools and equipment. It is agreed by the signatory employers that they will furnish the necessary tables or boards, including such tools as rollers for pastes and adhesives, razor blades, towels, sponges, adhesives, wallpaper and wall coverings for a finished job.
- c) **Drywall Finishers (Tapers)** shall be required to furnish a five (5) gallon bucket, mud pans, various size knives, stomper, sanding pole, screwdriver, hammer and tin snips. The employer shall furnish all other tools of the craft.

Section 2. It is hereby agreed that there shall be no restrictions for or restrictions on the use of any tools or equipment unless specifically addressed in this Agreement. No local practices or customs are recognized that restrict production or productivity.

Section 3. Piecework, contracting or subcontracting to journeymen and apprentices shall not be permitted.

Section 4. The employer shall furnish fresh cool drinking water on all jobs. The Employer agrees to put sufficient ice into the containers to keep water cool on a daily basis.

Section 5. No employer signatory to this agreement shall require or utilize any employees car,

truck or any other vehicle to transport materials, tools or equipment of any type in excess of twenty-five (25) pounds in the performance of work while said employee is employed by him/her unless by mutual agreement in writing, prior to usage, between the Union, the Employer, and the Employee, a rental agreement is entered into with a payment to be no less than twenty (\$20.00) dollars per day per vehicle and/or trailer.

Section 6. Employees shall not be permitted to rent, lease, or allow use of his own tools or spray equipment.

Section 7. Stilts: The Union agrees to phase in the use of stilts, provided that the parties can do the following:

- a) Implement a mutually agreed upon training program.
- b) Adopt rules to help insure worker safety.
- c) The parties have agreed that the use of stilts will not occur until the above provisions have been agreed to and implemented.

Section 8. The preparation of material and equipment and the cleaning up and removal of same is to be performed within the eight (8) hours. Employees will be allowed sufficient time for the cleaning of tools so as not to run past quitting time.

Section 9. Workers referred to the Employers jobsite, who arrive in an unfit condition for work, without proper tools or referrals, or who are not ready to go to work or who are not otherwise qualified, or who are workers that the requesting contractor has notified the Union in writing of ineligibility for rehire, shall not be entitled to show-up time, travel or subsistence, or any other form of compensation by the contractor.

Section 10. Employers shall furnish all paste machines and no employee shall be required to agree to furnish said equipment.

Section 11. It is required that all journeymen and apprentices shall furnish and wear clean white overalls, or clean white pants and shirts; such uniforms to be changed at least once a day. In lieu of wearing white shirts, workers may wear shirts that are recognized safety colors.

Section 12. All members, including foremen, journeymen and apprentices are encouraged to participate in continuing education. This includes Health and Safety Training as well as craft specific training.

ARTICLE 9
WAGES AND PAYMENY OF THE SAME

Section 1. JOURNEYWORKER WAGES:

- a) The hourly minimum rate of wages for all Journeyworkers covered under this Agreement, working in Clark, Esmeralda, Lincoln, and Nye Counties shall be paid in accordance with the attached Wage Schedule A and receive a two dollar and five cent (\$2.05) per hour increase to the Total Package on July 1, 2019, a two dollar and fifteen cent (\$2.15) per hour increase to the Total Package on July 1, 2020 and a two dollar and twenty-five cent (\$2.25) per hour increase to the Total Package on July1, 2021.
- b) The annual increases called for each July 1st of this Agreement shall first be utilized to pay any required Funding Improvement Plan implemented by the Trustees of the IUPAT Union and Industry Pension Fund. Secondly, the annual increase required each July 1st of this Agreement shall be utilized to cover any employee portion of the hourly cost increase in Health & Welfare. Any remaining annual increase amount that was not utilized to fund Pension and/or Health & Welfare shall be allocated by the membership of District Council 16 working under this Agreement.
- c) Regular employees of each Employer shall be paid in accordance with the appropriate Wage Schedule A, which shall be determined based upon the county in which the Employer's place of business is located (home county). Regular employees who are brought into counties which are within the jurisdiction of the Union party to this Agreement but are covered under a different Wage Schedule (outside county), shall be entitled to receive the wages and conditions effective in either the home or outside county, whichever is more favorable to such regular employees. Members referred directly from the Union to a specific project shall be referred at the county rate based upon the projects location. "Regular Employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral.
- d) Wage increase allocations for each year will be made prior to May 30th of each increase year, with the Associations and Employers being directly sent the new Wage Schedule A on or before June 1st of each year. This does not apply in years on contract negotiations.

Section 2. FOREMAN & GENERAL FOREMAN - Foremen and General Foremen of the crafts shall be from the crafts and will be chosen at the discretion of the employer, however, there will be at least one foreman on each job that has five or more journeymen.

- a) A foreman may work with the tools of the trade unless he is required to supervise more than ten employees at any given time. When a foreman is assigned the responsibility of

supervising more than ten employees, he shall not be allowed to work with the tools of the trade, except for the purpose of instruction or for incidental assistance to a journeyman or an apprentice. In case more than three foremen are employed on the same shift on a single job, there shall be designated a General Foreman. Foremen and General Foremen shall not work with the tools of the trade when working overtime. Foremen shall receive a minimum of nine percent (9%) differential above the highest paid journeyman under his supervision.

- b) **General Foreman:** A foreman designated to supervise other foremen shall be classified as a General Foreman. When a general foreman is required under paragraph A of this Article, he shall receive a minimum of nine percent (9%) differential above the highest paid foreman under his supervision.

Section 3. SPECIALTY PREMIUM PAY

- a) **High Pay-** work on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift) or rappelling work over forty (40) feet, up to and including one hundred (100) feet in height shall be paid at the rate of eighty-five cents (\$0.85) per hour above the base classification. All work over one hundred (100) feet shall be paid at the rate of two dollars (\$2.00) per hour above the base classification.
- b) High pay shall be paid in addition to all other premiums involved.
- c) **Down Hole** – Down hole time shall pay in the same increments as high pay.
- d) **Hazard Pay** - Employees required to work inside tunnels, tubes or piping such as work involved at water treatment plants and mining operations shall receive a premium of thirty-five cents (\$0.35) per hour above the base classification. Hazard pay shall be paid in addition to all other premiums involved.
- e) Employees working with or applying creosote, coal or hot tar epoxies shall be furnished uniforms or clothing described by OSHA.
- f) If a worker is entitled to receive premium pay at any time during his shift he shall receive the premium for the entire shift.

Section 4. INDUSTRIAL PAINTING - Employees performing painting work on industrial projects shall be paid an additional fifty cents (\$0.50) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

Section 5. All wages shall be due and payable either in paycheck, direct deposit or pay card,

together with a receipt showing the employer's and employee's name, rate of pay, pay period and all hours worked, all deductions made and amount due. Said payments shall conform with all provisions pertaining to the payment of employees as required by Federal and State laws. Any charges or penalties due to invalid payroll checks shall be reimbursed to the employee(s) affected upon demand. This shall include only charges or penalties incurred by the employee(s) that can be directly attributable to the bounced check(s). Violations of this clause shall be deemed sufficient reason for removal of employees by the Union Representative.

Section 6. Wages earned shall be due and payable Friday, on the job, no later than normal quitting time, and shall include all wages earned up to and including all hours worked on Sunday. When the regularly scheduled payday falls on a recognized holiday; wages earned shall be due and payable the day preceding the holiday.

Section 7. All disputes concerning meals, rest periods and/or heat illness prevention recovery periods are subject to the Grievance Procedure set forth in this Agreement. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 8. In the event of controversy regarding the proper payment of wages or merits of the period of waiting time, the Employer shall place the disputed amount of wages and/or waiting time involved in escrow, pending resolution. Claims for such disputed compensation must be filed within fourteen (14) days from the date the disputed claim occurred and is to pertain to any form of compensation covered by this Agreement. Claims are limited to the last thirty (30) calendar days worked. The thirty (30) day limit does not apply to fringe benefit contributions.

Section 9. Should any employee fail to work, quit early, or fail to be on the job site for the Friday pay, said employee shall not be entitled to any waiting time as provided for under this Agreement. Paychecks that are due and payable on Friday, in violation of Section 11 shall be submitted to the Local Union office immediately. If the employer fails to present the weekly pay as provided for in this Section, the employer shall pay all waiting time as per Section 11.

Section 10. Employees laid off or discharged must be paid in full on the job at the time of dismissal.

Section 11. Upon failure of the Employer to pay the employees at the stipulated quitting time, all waiting time shall accrue at the rate of straight time of the employees current wage classification rate, not to exceed eight (8) hours in a twenty-four (24) hour period on a seven-day (7) basis. Members must report to the Union Representative all claims for waiting time not later than 4:30 p.m. of the following working day after said wages are due and payable.

Section 12. Delay occasioned by accidents beyond the control of the employer shall not be construed as a violation of Section 6.

Section 13. The refunding of wages earned (commonly referred to as a "kickback") by a member of the Local Union, or the acceptance of said refund by the employer as defined herein, shall constitute a distinct and separate violation of this Agreement and shall necessitate such action as is hereinafter stipulated under the section covering violations. This agreement shall be in addition to any right accruing under the Nevada Revised Statutes pertaining to Labor Law which makes "kickback" punishable by fine and/or imprisonment.

Section 14. Employees may elect to have their paychecks deposited directly into a checking or savings account of their choice each pay period. For employees electing direct deposit a copy of the employee's wage statement will be e-mailed or mailed to the employee via first class mail at the address designated by the employee. An authorization form must be filled out.

ARTICLE 10

ZONE PAY AND SUBSISTENCE

Section 1. **Zone Pay** - the established city limits of Henderson and Boulder City shall be considered part of the established "free zone".
Mesquite – no Zone Pay, no subsistence
State Line- no Zone Pay, no subsistence

a) On all other job sites, Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1: 0 to 40 miles = \$0.00 "free-zone"

Zone 2: 41 to 60 miles = \$2.50 additional per hour

Zone 3: over 60 miles = \$4.25 additional per hour

Laughlin: \$2.00 additional per hour

b) All employees residing within 25 perimeter miles of Laughlin, Nevada while employed at said site will not be eligible to receive any subsistence pay.

Section 2. Travel time is not to be construed as working time.

Section 3. When an employee is hired or is currently working on a job site where Zone Pay is

paid and the employer, or a representative of the employer, fails to properly notify said employee not to report to the job site, then Zone Pay shall be paid even though no work is performed by the employee.

Section 4. If the construction job is classified as a subsistence job, the employee shall receive Zone Pay on the first day of hire and Zone Pay at the end of the job or termination. Power plant or industrial projects are excluded from this provision and shall be paid pursuant to paragraph (a) of this Section.

Section 5. On jobs where subsistence is paid, the employer shall furnish a suitable change room and lunch area which shall be adequately heated in the winter and cooled in the summer.

Section 6. Any dispute involving Zone Pay shall be resolved by the Grievance & Arbitration procedures as set forth in this Agreement.

Section 7. Subsistence - All jobs located 45 miles or more beyond the established "free-zone" shall pay subsistence. If food and lodging are not available at the job site, in addition to subsistence, the employee shall receive travel time as provided for in this agreement to the nearest location that food and lodging are available beyond a "free-zone" of fifteen (15) miles from the job site.

Section 8. Subsistence shall be paid at the rate of sixty-five (\$65.00) dollars per day, for room and board or actual room and board cost, whichever is greater, for all days required to be out of town, however, if an employee "shows-up" on the job site on a scheduled workday and no work is provided, the employee shall receive full subsistence pay. If the employer provides rooms for workers, subsistence shall be paid at the rate of thirty-five (\$35.00) dollars per day. There shall be no more than two employees per room and no more than one employee per bed.

Section 9. If, for personal reasons, an employee voluntarily leaves the job site and fails to complete the shift, the amount of subsistence shall be prorated on an eight (8) hour basis.

Section 10. If a worker is required to furnish his/her own transportation to any job site that is off the pavement or any first class country road (a maintained bladed road) the employer shall furnish transportation from pavement or first class county road to the job site and back.

Section 11. Employees shall not accept transportation to or from jobsite in the Employers' vehicle unless it is satisfactorily enclosed against the elements. Vehicles shall be provided with seats or benches. Employees are expressly forbidden to ride in the beds of trucks.

Section 12. Any employee reporting to the job site in transportation furnished by the Employer

and who is arrested or detained by an authorized agent, State, County, City or Federal, for reasons of faulty equipment improperly registered vehicle, etc., shall be paid his/her prevailing wage while detained. This paragraph does not apply if such arrest or detainment is caused by negligence of said employee.

Section 13. Any time lost by an employee in a legal court or hearing, if requested to appear by his/her employer, or employer's agent, shall be reimbursed at the prevailing basic wage rate. This paragraph shall not apply if negligence is on the part of the employee.

Section 14. When an employee is requested to report to a job site in an area where free parking is not available on the job site or within three blocks or ¼ of a mile of the site, whichever is less, the employer shall reimburse the employee for the cost of parking while working at said job site payable the next pay period.

ARTICLE 11

APPRENTICESHIP AND JOURNEYMAN TRAINING

Section 1. For the duration of this Agreement, and any renewals or extensions thereof, the Employer, as defined in the National Trust Indenture executed by and between the International Union of Painters and Allied Trades and employer associations in the industry, agrees to make payment to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund (hereinafter referred to as "JATTF") for each employee covered by this Agreement as follows:

- a) For each hour, for which an employee receives pay, the Employer shall make a contribution of eighty-nine cents (\$0.89) to the above named Fund for the duration of the Agreement. For the purpose of this Article, each hour paid for, including hours attributable to show-up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.
- c) The payments to the JATTF, required above, shall be made in accordance with Article 14. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he/she had actually signed the same.

Section 2. The members of the JATTF, having set up a program for the handling of an Apprenticeship system, have referred the program to the Local Joint Advisory Training Committee (herein after referred to as the "JATC"). Members of the Committee shall be

selected by the group they represent (Labor and Management). It shall be the duty of this Committee to work out rules and regulations for the control of Apprentices in the Painting and Drywall Industry and decide all complaints having to do with Apprentices.

Section 3. In case of any dissatisfaction between a Contractor and an Apprentice regarding any decision of the JATC, it shall be the duty of the parties involved to appeal the matter to the Nevada State Apprenticeship Council, who shall be empowered to exercise disciplinary action when apprentices or Contractors refuse to comply with said rules and regulations.

Section 4. When an employer has hired three (3) Journeymen he/she shall employ one (1) Apprentice, and may employ Apprentices on a three (3) Journeymen to one (1) Apprentice ratio after the first Apprentice has been hired.

Section 5. Shops with less than three (3) journeymen may be granted an apprentice if, in the opinion of the JATC, it would be beneficial to all parties concerned.

Section 6. All apprentices entering the trade after the effective date of this Agreement shall be bound to their Employer and/or JATC by contract in writing for a period of four (4) years.

NOTE: The term of Apprenticeship training shall be in accordance with standards set up by the Nevada State Apprenticeship Council of the Painting and Drywall Finishing Industry.

Section 7. The JATC shall have the right to take an apprentice from his/her employer if it is proven to the Committee that said apprentice is not benefiting from his/her job or is being misused.

Section 8. Employers and the Union agree that all apprentices working at the trade shall attend vocational school established for the training of said apprentices and assist in enforcement of all rules and regulations now in effect or hereinafter adopted by the Local JATC.

Section 9. All apprentices failing to attend class where schools are established on night or day designated by the JATC, except by legitimate excuse, shall be immediately removed from their work by an authorized Representative of the JATC and/or Local Union and shall not be permitted to return to work until a hearing has been held before the JATC and the matter settled to the satisfaction of said Committee.

Section 10. Any Employer who has been notified by the JATC that his/her apprentice has been suspended from employment for not attending apprenticeship classes and continues to employ said apprentice shall be in violation of this Agreement.

- a) All apprentices shall attend one hundred sixty (160) hours per year as provided in this Agreement. All lost time shall be made up before Completion Certificate will be issued.
- b) Any apprentice employed by a Signatory of this Agreement, who is not indentured will not be recognized as an Apprentice by the JATC, or the Local Union, and the Employer shall be in violation of this Agreement.

Section 11. All apprentices sent to jobs shall be directed by a journeyman until said apprentice has had two and one-half (2 1/2) years' experience at the trade.

Section 12. No apprentice shall be sent to out-of-town work that will interfere or prohibit him/her from attending school classes.

Section 13. Apprentice wages shall be as follows:

Apprentices shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows in accordance with Apprenticeship Standards, which include six (6) months' time, required hours worked, and completion of required classes:

1st six (6) months: 40%	5th six (6) months: 65%
2nd six (6) months: 45%	6th six (6) months: 75%
3rd six (6) months: 50%	7th six (6) months: 85%
4th six (6) months: 55%	8th six (6) months: 95%

ARTICLE 12 **VIOLATIONS**

Section 1. Any Employer who fails to pay his/her contributions for insurance coverage herein provided for shall be held responsible and liable to any employee covered by this Agreement for the benefits which would have been provided by such insurance coverage.

Section 2. Employees shall not enter or remain in the employ of any Employer who willfully neglects or refuses to stand trial or after due trial refuses to abide by a decision rendered pursuant to the provisions of this Agreement.

Section 3. No party to this Agreement, whether Employer or employee, shall work for or with, or employ on any job a person as Employer or employee, who is acting in violation of this Agreement or who has failed or refused to comply with any decision of the appropriate organization rendered pursuant to the provisions of this Agreement.

Section 4. Business Representatives of the District Council shall be informed immediately of any violation. Business Representatives shall not be allowed to remove Journeypersons and Apprentices from any and all jobs unless the contract violation involves failure to pay

proper wages, failure to pay Fringe Benefits, failure to meet all financial obligations provided for by this Agreement, safety reasons and a non-union person on the job. Employees removed from any job for such violations shall be paid by the contractor the amount at the rate of straight time to compensate them for the inconvenience and loss of time due to said violations. Said waiting time shall not exceed five (5) days. It shall be a violation of the Agreement for failure to report violations of the Agreement.

Section 5. Union to police own forces with penalties for working open shop.

ARTICLE 13

GRIEVANCE & ARBITRATION

Section 1. For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

Section 2. Such grievances shall be handled in the following manner:

- a) The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative within ten (10) working days to discuss the grievance.
- b) If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party to arbitration by written notice to the other party within fifteen (15) working days from the date of the above referenced meeting.
- c) In addition to claims for meal period and rest period violations governed by this Agreement, the following claims and claims for associated penalties will be resolved exclusively through the procedures set forth in this Grievance and Arbitration Procedure, and may not be brought in a court of law or before any administrative agency such as the Nevada Labor Commissioner: all claims arising under the Fair Labor Standards Act, the Nevada Labor Code and the Industrial Welfare Commission Orders for: unpaid wages (e.g., claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay and zone pay); heat illness recovery violations; waiting time penalties; reimbursement of expenses (e.g., tools, cell phone charges, mileage and subsistence); and recordkeeping of personnel files, time records and payroll records.

For rest period and meal period claims, the time limit for bringing such claims is the time limit for bringing grievances under this Grievance and Arbitration. For all other claims covered by this section, the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the arbitrator. All substantive and procedural rights applicable to mandatory arbitration of employment claims shall be observed (e.g., the

right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The permanent arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings.

It is expressly understood that employees covered by this Agreement are waiving the right to bring, maintain or participate in any class, collective or representative proceeding, whether in arbitration or otherwise, of claims encompassed by this section.

Section 3. ARBITRATOR - If the parties cannot reach agreement on an impartial Arbitrator, either the Union or the Employer may request the Nevada State Conciliation Service to submit a list of five (5) Arbitrators to the parties. The list shall contain only established Arbitrators in the state of Nevada. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the Arbitrator.

Section 4. HEARING - The impartial Arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute.

Section 5. AMEND AGREEMENT - The Arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement.

Section 6. EXPENSE FOR ARBITRATION - The party losing the arbitration shall pay the Arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript if requested by both parties shall be shared equally. If there is any question who lost the arbitration, the Arbitrator shall decide who shall pay the expenses of the Arbitrator whether in whole or in part.

Section 7. FOURTEEN DAY LIMIT - Matters not presented to the Employer or the Union in writing within a period of fourteen (14) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

Section 8. UNION ECONOMIC OR LEGAL ACTION - In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of this Agreement. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the Union if prior to the taking of such action the Employer has raised a question concerning the interpretation, application or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the

appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 13.

ARTICLE 14

PAYMENTS TO TRUST FUNDS

Section 1. Current Trust Funds:

This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly-administered Trust Funds:

- **IUPAT Union and Industry Pension Fund**
- **Southern Nevada Glaziers and Fabricators Pension Fund-401k Plan**
- **Employees Painters Trust Health & Welfare, Dental and Vision Plans**
- **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
- **Finishing Industries Labor-Management Partnership – FILMP**
- **IUPAT – Finishing Trades Institute**

Section 2. Trust Agreements:

The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement, commencing with the 1st day of July, 2019 and for the duration of the Agreement, and any renewals or extension hereof, the Employer agrees to make payments to the applicable Pension Funds for each employee covered by this Agreement, as follows:

a) Contributions:

- 1) Beginning July 1, 2019, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$8.10 to the IUPAT Industry Pension Plan.
- 2) Beginning July 1, 2020, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$8.61 to the IUPAT Industry Pension Plan.
- 3) Beginning July 1, 2021, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a contribution of \$9.12 to the IUPAT Industry Pension Plan.

- b) Beginning July 1, 2019 and for the duration of this Agreement and any extension thereof, the Employer, after thirty (30) days' notice, agrees to contribute one half (1/2) of any increase required by the Employee Painters Trust (or designated health and welfare trust) to maintain the present benefits for health and welfare, dental or vision plans, with a maximum Employer contribution of twenty-five cents (\$0.25) for each year of the Agreement.
- c) For the purpose of this Article, each hour paid for, including hours attributable to show-up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes all indentured apprentices and members of the International Union of Painters and Allied Trades, District Council 16.
 - 1) The payments to the IUPAT Union and Industry Pension Fund required in Section 2 (1) a) 1) above shall be made to the IUPAT Union and Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though they actually signed the same.
 - 2) The payments to the Southern Nevada Glaziers and Fabricators Pension Trust Fund required shall be made to the Southern Nevada Glaziers and Fabricators Pension Trust Fund, which was established under an Agreement and Declaration of Trust, dated November 1, 2001. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though they actually signed the same.
 - 3) The Employer hereby irrevocably designates as its representatives on the applicable Boards of Trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreements and Declarations of Trust, as amended from time to time.
 - 4) All contributions shall be made at such time and in such manner as the trustees require; and the trustees may at any time conduct an audit in accordance with the applicable sections of the said Agreements and Declarations of Trust.
 - 5) If an Employer fails to make contributions to the Pension Fund or 401K within five (5) business days after the date required by the trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney's fees, and such penalties as may be assessed by the trustees or the Union. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure of any "no strike" clause which may be provided or set forth elsewhere in this Agreement.

- 6) The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable to Employer at all times to treat contributions to the Pension Fund as a deduction for Income Tax purposes.

Section 3. Trustees:

Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any Trust Funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Southern Nevada Chapter PDCA and WWCCA shall appoint their Trustees in accordance with their bylaws and this Agreement.

Section 4. Payments to Trust Funds and Other Funds:

- a) **Other Funds:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Labor-Management Co-Operative Committee, Industry Promotion Fund, DC 16 STAR Fund, Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, Vacation/Holiday Fund and of the IUPAT PAT-PC deductions pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreements of the Employees Painters Trust Health & Welfare, Dental and Vison Plan Trust Fund.
- b) **Due Date:** All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.
- c) **Liquidated Damages and Interest Assessments:** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorney's fees and any other expenses incurred in connection with the delinquency. The amount of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00) per month, or the interest accrued until those contributions and payroll deductions are paid, whichever is greater. However, if the delinquencies are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00), not to exceed seven hundred fifty dollars (\$750.00) per month. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the Employees Painters Trust Health & Welfare, Dental and Vison Plan Trust Fund.

- d) Economic Action:** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition, the Union shall have such further remedies as set forth in this Agreement.
- e) Rights and Remedies:** The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the Collective Bargaining Agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.
- f) Place of Payments:** All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, Southern Nevada Chapter PDCA, WWCCA, and the Union, and on such forms as they may require.
- g) Minimum Contribution Rates:** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.
- h) Payroll Inspection:** The Administrator of the Trust Funds referred to in Section 1 above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.

- i) **Time Records:** Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of employee's social security number, the job or jobs' names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.

- j) **Electronic Recordkeeping:** Where time records are maintained electronically, upon the request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.

- k) **Checks and Check Stubs:** Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name and shall include:
 - 1) Total straight time hours worked and the rate of pay;
 - 2) Total overtime worked and overtime rate;
 - 3) Total gross wages paid, including pay for Travel Time;
 - 4) Deductions itemized; and
 - 5) Net pay for period.

- l) **Failure to Keep Records:** If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts' representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

Section 5. Audits of Records:

The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including, but not limited to, the following:

- a) Canceled checks and check stubs showing all monies paid to each employee of the Employer.

- b)** Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
- c)** The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
- d)** Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
- e)** Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
- f)** Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter.
- g)** Individual employees' time records including but not limited to all Travel Time Calculation Sheets as required by this Agreement for each employee of Employer.
- h)** Records of each job involving work covered by this Agreement to the extent that such records exist, including:
 - 1) Name and address of owner of property where work covered by this Agreement was performed;
 - 2) Name and address of the general contractor for whom the work was performed;
 - 3) Street address where work covered by this Agreement was performed;
 - 4) Total payroll cost of each job;
 - 5) Name and address of each person who performed work covered by this Agreement on each job; and
 - 6) Total material cost of each job.
- i)** Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.
- j)** Disbursement Journal of the Employer.
- k)** Payroll Journal of the Employer.
Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.

Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyman wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check.

Section 6. Bonding:

- a) Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of thirty thousand dollars (\$30,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.

- b) Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer, and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition, the Union shall have such further remedies as set forth in this Agreement.

Section 7. Transfer of Money from Benefit Funds to Wages:

During the term of this Agreement the Union and/or Trustees may request in writing a proposed increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. To become effective, any such

proposed increase or decrease must be set forth in a written Memorandum of Understanding agreed to and executed by Southern Nevada Chapter PDCA, WWCCA, and the Union, which shall set forth the effective date of the change in contributions.

Section 8. Erroneous Payments:

An Employer shall be entitled to credit against future employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with the Trust Funds' policy on overpayments of contributions.

Section 9. Fringe Benefit Coverage for Other Employees:

Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the Employer, which may incorporate the rules of this Article by reference.

Section 10. Affordable Care Act Compliance:

The Bargaining parties authorize the Trustees of the Employees Painters Trust Health & Welfare, Dental and Vision Plan Trust Fund to take such actions as are necessary to address any details required to fully comply with the Affordable Care Act. However, no benefits or terms of this Article or the Agreement as a whole may be reduced without mutual agreement of Southern Nevada Chapter PDCA, WWCCA and the Union.

ARTICLE 15
OTHER FUNDS

Section 1. Dues Check-Off: Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any employee employed by such Employer during the term of this Agreement, dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner.

- a) The Union will notify the Employer in writing of the amount of dues specified in the bylaws, and will submit to the Employer a copy of the bylaws or the applicable bylaw provisions.
- b) For each payroll period, the Employer will deduct from the wages of each employee the amount specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.
- c) On or before the 15th day of each month, the Employer will remit to the Union the entire amount of dues due and owing as to each employee for the month previous, together with a list of employees covered hereby and the number of hours worked by each during the applicable period.

When a signatory Employer performs a job within the jurisdiction of a union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other union contain a provision for administrative dues or business representatives "assessment", the Employer shall check off from the wages of employees covered by this Agreement and employed on that job administrative dues or business representative "assessment" in the amount stated in that other union's bylaws, and shall remit said amount to that other union. In that event, that other union shall be acting as agent of the signatory union for the purpose of policing and administering this Agreement. In performing this check-off, the procedure specified in Section 1(a-c) will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or business representative "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other Union contain no provision for administrative dues or business representative "assessment", the Employer shall continue to be bound by Section 1.

Section 2. Labor-Management Co-Operative Committee:

The parties have agreed to create a committee whose purpose is to enforce prevailing wage compliance and promotion of the industry in the State of Nevada. The program shall be funded by contributions to be made as follows: for each hour worked fifty-eight cents (\$0.58). The Business Manager/Secretary Treasurer of IUPAT District Council 16 shall appoint all Labor Trustees. The Employer hereby irrevocably designates as its representatives on the applicable Boards of Trustees such trustees as are now serving, or who will in the future serve, as employer trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the trustees pursuant to the said Agreements and Declarations of Trust, as amended from time to time. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though they had actually signed the same. Contributions shall be made pursuant to the provisions of Article 14.

Section 3. IUPAT-Finishing Trades Institute:

We hereby establish under this Collective Bargaining Agreement a provision for affiliation with the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$.05) per hour for each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 14.

Section 4. IUPAT-Finishing Industries Labor-Management Partnership:

We hereby establish a contribution to the Finishing Industries Labor-Management Partnership (IUPAT-FILMP) effective the date of this working agreement and any renewals or extensions thereof.

- a) For each hour or portion thereof, for each employee covered under this Collective Bargaining Agreement, the Employer shall pay ten cents (\$0.10) payable to the Trust Fund. Contributions shall be made pursuant to the provisions of Article 14.

Section 5. Voluntary Payroll Deduction of Political Contributions:

Each Member hereby authorizes and directs the Employers to deduct from their pay the sum of five cents (\$0.05) for each hour worked, as a contribution to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades for each employee covered by this Agreement, as follows:

- a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to PAT-PC. Contributions shall be made pursuant to the provisions of Article 14.
- b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees and probationary employees.

Section 6. STAR Program:

There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).

- a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
- b) The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour worked or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 14.

Section 7. Industry Promotion Fund:

- a) During the term of this Agreement (and any renewals or extensions thereof), all signatory Employers shall pay Industry Promotion Fund contributions, based upon all hours worked and/or paid to each covered Employee, at the hourly rate of forty-two cents (\$0.42) per hour. All such Industry Promotion Fund contributions shall be remitted to the Trust Fund Administrator, or to another depository jointly designated in writing by the Southern Nevada Chapter of PDCA and the Western Wall & Ceiling Contractors Association (the "Associations"), with forms provided by the Trust Fund Administrator, not later than the last day of each and every calendar month for all hours worked and/or paid to covered Employees during the preceding calendar month. Said Industry

Promotion Fund contributions shall be monitored by, allocated and forwarded to the Associations, less administrative fees, according to joint written Association instructions, subject to such rate and allocation adjustments deemed necessary by the Associations. Any adjustment in the contribution rate during the term of this Agreement shall be added to, and become part of, the covered Employee compensation package. Industry Promotion Fund contributions shall not be used by the Associations for activities that are inimical to the Union. If an Association should establish a proxy relationship with any signatory Employer during the term of this Agreement, the Association designated by the proxied Employer shall be entitled to receive the applicable Industry Promotion Fund contributions related to the proxied Employer's covered Employees. Contributions shall be made pursuant to the provisions of Article 14.

ARTICLE 16

WORK STOPPAGES

Section 1. PERMITTED WORK STOPPAGE - There shall be no stoppages of work either by strike or lockout by the parties hereto, except as provided for elsewhere in this Agreement.

Section 2. PICKETING - It shall not be a violation of this Agreement for employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is being performed.

Section 3. No employee shall work for any signatory Employer that has failed, neglected or refused to pay his employees the wages, fringes or other compensation provided for in this Agreement. The District Council or Local Union may take such economic action by strike, picket line or boycott, as it may see fit, against any Employer so failing, neglecting or refusing to pay his/her employee the wages, fringes or other compensation provided for in this Agreement.

Section 4. Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

Section 5. NON-UNION JOBSITES - Furthermore, recognizing the "Special problems" in the construction industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting, or repair of a building, or other such work and the friction that is created when union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement

and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work “shoulder-to-shoulder” or alongside the nonunion employee or employees, or refuses to remain on such jobsite when non-union employees are engaged in such construction on the jobsite. This clause shall apply only to jobsites where the Union’s members are working, whether it is on a construction site of the Employer or at any other jobsite.

ARTICLE 17

PRESERVATION OF WORK CLAUSE

Section 1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any devise or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders, exercises directly or indirectly (through family members or otherwise), management, control, or majority ownership, the terms and conditions of this agreement shall be applicable to all such work.

Section 2. All charges of violation of Section I of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement on the handling of grievances and the final and binding resolution of disputes. As a remedy for violations of this Article, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay (1) the effected employees covered by this agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and (2) into the affected Joint Trust Funds to which this agreement requires contributions, any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this article only through arbitral, judicial, or governmental, for example, the National Labor Relations Board channels.

Section 3. If, after an employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this agreement requires contributions institute legal action to enforce and award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds, plus costs of the litigation, that have resulted from such legal action. This section does not affect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

ARTICLE 18

STEWARDS

Section 1. The Business Manager/Secretary-Treasurer or his or her designee may appoint a Shop Steward in all recognized shops and on all jobs where more than eight (8) employees are required. The steward is to receive grievances or disputes from employee members of his/her craft and shall immediately report them to his/her Business Representative, who shall immediately attempt to adjust the grievance or dispute with the Employer or their representative.

Section 2. The steward shall be a working employee of the Employer selected by the Union who shall in addition to his/her regularly assigned work, be permitted to perform during working hours such of his/her steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his/her duties, including, in addition to his/her normal duties, obtaining information on safety and sanitation. The Employer shall make available to such designated steward the names and locations of jobs in progress and the number and names of bargaining unit employees employed on such jobs.

Section 3. The Union shall notify the Employer or their representative, in writing, of the appointment of the steward. The Employer or their representative can lay off or discharge the steward for cause only, and the Employer shall notify the Union, in writing, of their intent to do so one (1) full working day prior to such layoff or discharge on projects within forty (40) miles of the hiring hall, and give two (2) working days' notice on projects located over forty (40) miles from the hiring hall.

Section 4. It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever overtime is worked and as long as there is work he/she is qualified to perform. The steward shall not be discharged or laid off for the performance of his/her Union duties. The Steward (who must be capable of performing the work) shall be the last employee to be laid off or terminated (other than for cause) excluding supervision.

Section 5. The Union reserves the right to replace or name new Stewards at its discretion.

ARTICLE 19

SAFETY

Section 1. All approved safety rules and regulations as set and adopted by the State Industrial Insurance System, Public Service Commission, State Public Health Service and other agencies of the Federal, County or City governments having jurisdiction over the

parties with respect to safety and sanitation matters shall be observed by the employer and his/her employees.

Section 2. Each employer signatory to this agreement shall designate an employee or an authorized representative to be in charge of Safety and shall be answerable to the State Industrial Insurance System and OSHA. When said person has been appointed, his/her name shall be reported to the Union office and the Union office shall be notified of any change. There shall be at least one safety meeting held per week at either the job site, or by the way of a "tailgate" meeting or at the Employers primary place of business. Safety meetings shall be mandatory to all Union employees and shall be held on company time.

Section 3. The Local Union shall be notified concerning all reported accidents by being sent a copy of the S.I.I.S. report when it is filed. In the case of a fatality, the Union shall be notified immediately by telephone. The employer further agrees that the Union Representative shall have full access to all areas where such accident occurred.

Section 4. Labor and Management are aware of the problem of alcohol and substance abuse in our industry today, therefore the employer may institute a fair and consistent drug policy. In case of accident on the job that requires medical treatment, a drug test shall be given, this testing shall not be selective but given to all workers requiring medical aid.

Section 5. All Personnel Protection Equipment shall be furnished without cost or deposit to the employee.

ARTICLE 20

SEPARABILITY & SAVINGS CLAUSE

If any paragraph, Article or Section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph, Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or the application of such paragraph, Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any paragraph, Article or Section is held invalid or enforcement of or compliance with any paragraph, Article or Section has been restrained, as above set forth, the affected parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such paragraph, Article or Section only, during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

It is understood and agreed that at such times as existing Federal Laws containing restriction on the form of union recognition and union security provision may be amended so as to make legal conditions and requirements other than those contained in this Agreement, then and in that event, either party to this Agreement may upon thirty (30) days' notice in writing, given to the other party, reopen Article 1 of this Agreement for the purpose of negotiating changes in these Articles.

ARTICLE 21
DURATION CLAUSE

This Agreement shall continue until June 30, 2022. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., July 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions. This Agreement shall be in full force and effect for a period of three (3) years from July 1, 2019 through June 30, 2022 and remain in full force and effect from year to year thereafter, unless either party hereto shall give notice to the other party, in writing, of their desire to change or revise this Agreement. Such written notice shall be presented to the other party not less than one hundred twenty (120) days and not more than one hundred fifty (150) days prior to the renewal date stipulated hereinabove.

WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:

District Council 16

Company Name

Print Name

Print Name

Sign Name

Sign Name

Date

Date

**STANDARD WORKING AGREEMENT
UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED WORKERS
LOCAL UNION NO. 162**



**AND
CONTRACTOR**

August 1, 2020 to July 31, 2023

CBA 2020 – 2023 F-MEMBERS COPY

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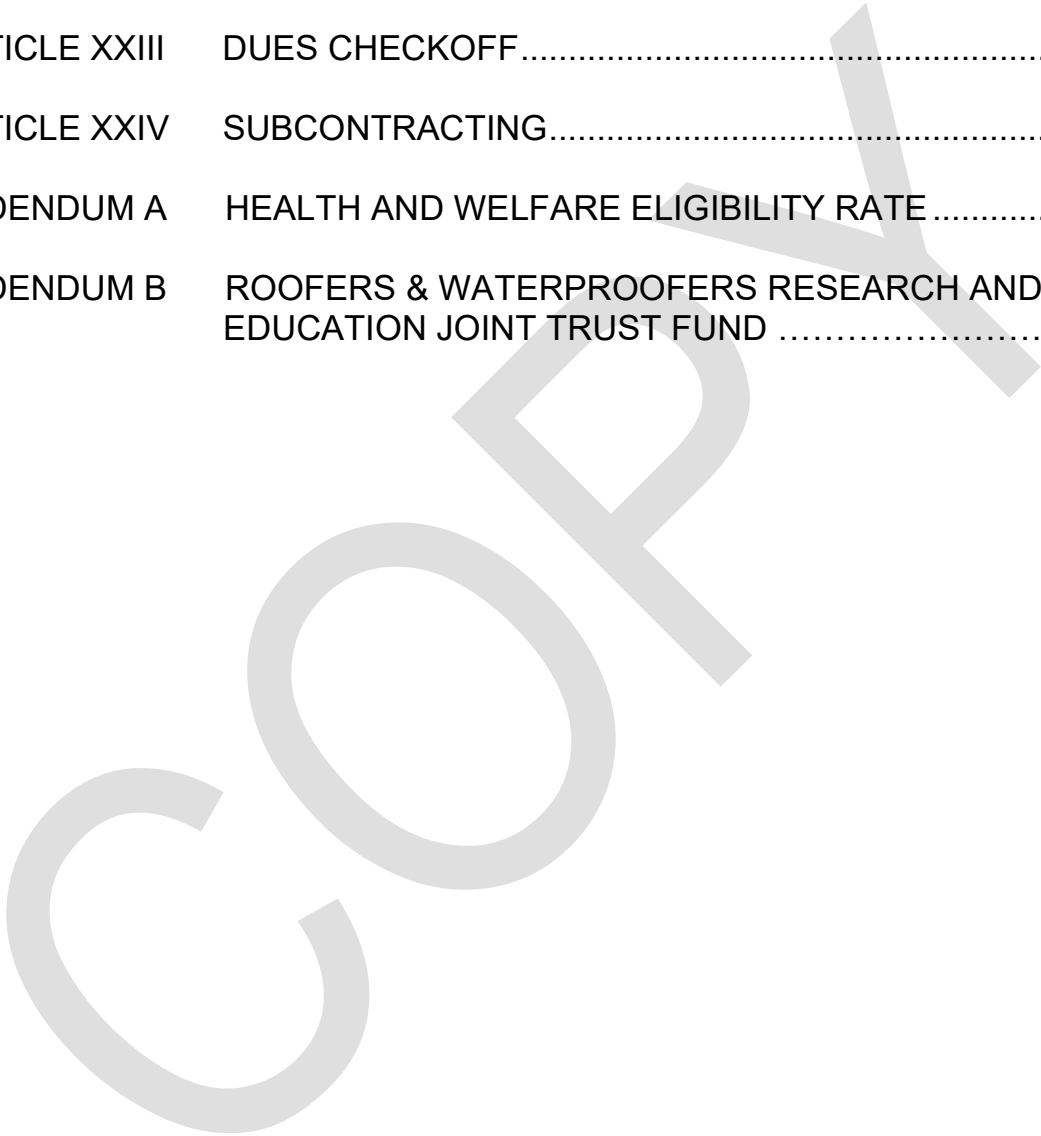
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ARTICLE I RECOGNITION

CONTRACTOR hereby voluntarily recognizes the United Union of Roofers, Waterproofers and Allied Workers Local 162 (hereinafter referred to as the Union) as the majority collective bargaining representative of all employees employed by said Contractor performing work covered by this agreement and agrees that the Union has demonstrated or it has offered to demonstrate that it is the majority representative of such employees in an appropriate collective bargaining unit after having made such a demand. By executing this agreement **CONTRACTOR** specifically agrees that it is establishing a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended based upon its majority representation status as described above.

ARTICLE II JURISDICTION

Section 1. The International Union shall be composed of and have jurisdiction over all Local Unions and their membership composed of skilled roofers and damp and waterproof workers, including apprentices, pre-apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work performed within the jurisdiction of this Article. The work jurisdiction of this International Union shall be all roofing and waterproofing systems or products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture. These systems or products shall include but not limited to all those outlined in this Article.

Section 2. This Agreement shall apply to work in Clark; Esmeralda; Lincoln and South Nye County in the state of Nevada.

Section 3. Slate and Tile roofers shall include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. All slate where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade slates, with necessary metal flashing to make water-tight.
2. All tile where used for roofing of any size, shape or color, used in any manner laid, including flat or promenade tile, with necessary metal flashing to make watertight.
3. All asbestos shingles where used for roofing of any size, shape or color, and in any manner, laid with necessary metal flashing to make watertight.
4. All cementing in, on or around the said slate or tile roof or promenade.

5. All laying of felt, paper, membranes, ice shields, vapor barriers or similar underlayments on substrates.
6. All dressing, punching and cutting of all roof slate or tile.
7. All operation of slate cutting or punching machinery.
8. All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, including shingles of composition wood and metal tile.
9. All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.
10. All solar or photovoltaic cell-type roofing systems used to transform solar energy to electrical energy.

Section 4. Composition roofers and damp and waterproof workers shall include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.
2. All waterproofing using bituminous products whether structures are above or below grade.
3. All forms of plastic, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.
4. All kinds of asphalt and composition roofing and waterproofing.
5. All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.
6. All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants.
7. All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.

8. All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing and/or waterproofing.
9. All rock asphalt and composition roofing.
10. All rock asphalt mastic when used for damp and waterproofing.
11. All prepared paper roofing.
12. All mineral surfaced roofing, including 90lb., and 818, whether nailed, mopped with bitumen, or applied with mastic or adhesive.
13. All compressed paper, chemically prepared paper, and burlap when used for roofing or damp and waterproofing purposes, with or without coating.
14. All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck.
15. All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of structure.
16. All damp course, sheeting or coating on all foundation work.
17. All tarred floors.
18. All wood block floors that are set in and/or coated with bituminous products.
19. All waterproofing of shower pans and/or stalls.
20. All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.
21. All forms of insulation used as part of, or in connection with, roofing, waterproofing or dampproofing.
22. All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
23. All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage.

24. All types of coatings, toppings and finishes used on the roof surfaces.
25. All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.
26. All solar or photovoltaic cell-type roof membrane systems used to transform solar energy to electrical energy.

Section 5. Composition roofers and damp and waterproof workers shall also include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not limited to:
 - a. PVC (polyvinyl chloride systems)
 - b. Butyl Rubber
 - c. EPDM (Ethylene-propylene diene monomer)
 - d. PIB (polyisobutylene)
 - e. CPE (chlorinated polyethylene)
 - f. CSPE (chlorosulfonated polyethylene)
 - g. Modified bitumens
 - h. TPO Membrane (Thermo Plastic Olefin)
2. All sealing and caulking of seams and joints on these roofing systems by heat or solvent welding or by adhesives or butyl tapes or any other means.
3. All base flashings, curb flashings and counter flashings of elasto-plastic composition as outlined in Section 5 (1.) used to roof or waterproof intersections of horizontal surfaces.
4. All components of elasto-plastic roofing systems used to seal the roof including but not limited to, compression seals, termination bars, caulking and sealants.

5. All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives, to include any gypsum board and/or fire barrier required.
6. All forms of composite insulations having nailable surfaces (e.g. plywood, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
7. All types of aggregates, blocks, bricks, stones, or units of photovoltaic cell construction used to ballast these elasto-plastic systems.
8. All types of aggregates, blocks, stones, pavers or units of photovoltaic cell construction used to ballast or protect Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane.
9. All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.
10. All liquid-type elasto-plastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of the building.
11. All sheet-type, elasto-plastic systems, whether single or multi-ply for waterproofing either inside or outside of a building.
12. All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems, or any other means of application.
13. All types of pre-formed panels and rolls used in waterproofing (Volclay, Bentonite etc.)
14. All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations.
15. All handling of roofing, damp and waterproofing materials.
16. All hoisting and storing of roofing, damp and waterproofing materials.
17. All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.

18. All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.
19. All wrapping and/or coating of underground pipelines with bitumastic enamel or cold process, polykin tape, tapecoat, or other asphaltic coatings or tape inside or outside of pipe, whether done by roller, mop, swab, three-knot brush, or spray systems. Preparation of surface by sand blasting or wire brushing.
20. All operation of jeeper or holiday detectors.
21. All Zonolite or Cellular Concrete Roof Insulation and all materials, the machinery and equipment used to apply them.
22. All metal roofing.
23. All materials laminated to roofing and/or insulation systems.

Section 6. Metal roofers shall include in their work jurisdiction the following work processes and types of materials. These shall Including but not limited to:

1. All forms of metal roofing systems, whether consisting of protected or unprotected metal of any and all types, including but not limited to:
 - a. Galvanized steel
 - b. Aluminized steel
 - c. Galvalume®
 - d. Tin
 - e. Terne metal
 - f. Terme-coated stainless steel
 - g. Stainless steel
 - h. Aluminum
 - i. Copper
 - j. Lead-coated copper
 - k. Lead
 - l. Zinc

Whether prefabricated as sheets or panels (including photovoltaic panels whose primary purpose is roofing, waterproofing or weatherproofing); whether in the form of prefabricated metal shingles, tiles or similar substitutes for traditional roofing materials; and whether manufactured on the job-site from sheets, rolls or coils via roll-forming, forming in brake, drawing, stamping, pressing, spinning, extruding or otherwise manipulating "raw" materials into finished products, including but not limited to standing-seam, batten-seam and flat-seam roofing systems.

2. All flashings used in connection with metal roofing systems to roof or waterproof intersections of horizontal surfaces.
3. All sealing and caulking of seams and joints on these metal roofing systems to ensure water-tightness.
4. All protective coatings applied to metal roofing systems.
5. All insulations applied with metal roofing systems, whether laid dry, mechanically fastened or attached with adhesives including any and all weatherproof underlayments mentioned in Article II.

Section 7. Damp and Waterproofers shall also include in their work jurisdiction the following work processes and types of materials. These shall include but not limited to:

1. Common Product Types:
 - a. Sheet membranes, (peel & stick) - 60mil, and 90mil, and 120mil thickness.
 - b. Bentonite, sheets, panels, geo-textile, cardboard flutes, etc.
 - c. Hot rubberized asphalt, fluid applied, all accessories associated with the manufacturer requirements, (Le. reinforcing sheet, protection coarse, drainage mats, primers, etc.)
 - d. Uncured neoprene sheets.
 - e. Anti-graffiti coatings, fluid applied, (water repellants).
 - f. Sealers for concrete for water repellent purposes.
 - g. Fluid applied coatings, urethanes, asphalt modified, tar modified, water-based membranes, single and plural component systems.
 - h. Traffic coatings, urethanes, epoxies, both fluid and trowel applied.
 - i. Cementitious coatings, negative side waterproofing.
 - j. Epoxy injection.
 - k. Urethane injection expandable grout.
 - l. Urethane caulking, single and plural component systems.
 - m. Cementitious systems, pedestrian traffic and pool deck use.
 - n. Chemical resistant coatings and membrane systems.
 - o. IRMA systems.
2. Common equipment used for various applications:
 - a. Trowels, squeegees, rollers, brushes, swabs, or mops
 - b. Air and airless spray pump systems.
 - c. Jacketed hot rubber kettles.

- d. Rubber stamp for design in topcoat of cementitious systems.
- e. High-pressure pumps for injection of expandable grout and epoxy.

3. Common areas for products to be applied:

- a. Walls above and/or below grade.
- b. Under concrete slab(s), on grade or below grade.
- c. On suspended concrete slab(s).
- d. Split slab construction.
- e. Planters, fountains, aquariums, and pond liners, etc.
- f. Sewage pits, tanks, chemical and fuel storage, etc.
- g. Balconies and terraces.
- h. Kitchen floors, airplane hanger floors, garage floors, etc.
- i. Mechanical room flooring and industrial latex flooring, etc.
- j. Pool decks.
- k. Traffic coatings, pedestrian and vehicular areas.
- l. Expansion joints.
- m. Helicopter pads.
- n. Shower pans, stalls, sauna, Jacuzzi, pool and steam rooms.
- o. Parking Structures

Section 8. All tear-off and/or removal of any type of roofing, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be re-laid, or any materials and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II.

Section 9. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

Section 10. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

Section 11. All types of roofing, dampproofing, waterproofing and weatherproofing whether it be exterior or interior types of facades, whether cosmetic, decorative, or actual water-tight system, including but not limited to all products, materials, substitute, or imitation material that may or may not be set out in this or any other Article.

Section 12. All existing products and to include any and all technological changes, new products, materials and methods or application to be introduced to the industry in the future.

Section 13 All air barriers that are applied with materials that are traditionally on roofing, waterproofing and dampproofing system, including, but not limited to sprays, epoxies, membrane and bituminous products that protect against water and moisture migration or intrusion.

Section 14. All components of roof top and sub-surface water recapture or rain water harvest systems where the primary purpose is to control and manage water run-off. This shall include but not be limited to: Environmental Passive Integrated Chamber (EPIC) Sysem™ or systems of a similar nature. All components of EPIC™ systems or systems of a similar nature, including, but not limited to geomembranes, geofabrics, geotextiles, geofoam boards, EPDM liners, chambers, pans, aggregates, sands, polyethylene mesh, fillers and permeable pavers to protect these water recapture systems.

ARTICLE III UNION'S RESPONSIBILITY FOR MEMBERSHIP

It is understood and agreed that the UNION assumes all responsibility for the continued membership of its members as well as the collection of dues.

ARTICLE IV STRIKES, LOCKOUTS – JURISDICTION DISPUTES

Section 1. It is the purpose and intent of the parties hereto that during the term of this agreement, all grievances or disputes arising between them over the interpretation or application of the terms of the Agreement shall be settled by the procedure set forth in Article IV hereof; and that during the term of this agreement, the union shall not call or engage in, sanction or assist in a strike against, or any slowdown or stoppage of the work of the employer; and the employer agrees that during the term of the agreement there shall not be cause, nor shall there be permitted, any lock-out of the employees covered by the agreement.

Section 2. The Union guarantees that during the term of this Agreement there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes.

Section 3. That all jurisdictional disputes between the union and any other unions shall be determined by the National labor Relations Board.

Section 4. Nothing contained in the Agreement, or any part hereof, or in the Article IV shall affect or apply to the Union in any action it may take with respect to any Employer who has failed, neglected or refused to comply with the terms of this agreement as listed in Article V or execute any settlement or decision reached pursuant to Article IV unless the Employer gives the Union written notice of its intention to file and thereafter files with the appropriate court, a petition to set aside an arbitrator's award.

ARTICLE V PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 1. Except as reserved to the Employer pursuant to Article VIII "Management Rights," the Union, or the Employer may submit a grievance or dispute with respect to the interpretation, application or breach of any provision of this Agreement, and an earnest effort will be made by all parties to reach a mutually satisfactory settlement, with appeals taken from one step to the next higher as follows:

Step 1. Within ten (10) workdays after the grievance knew or should have known of the event, which forms the basis of the grievance, the aggrieved party shall submit the written grievance to the other party.

Step 2. Within five (5) work days of the receipt of the written grievance, the Union Business Agent and the Employer or his representative shall meet and attempt to reach a mutually satisfactory settlement.

Step 3. Failing satisfactory settlement at the second (2nd) step, the aggrieved party may, within three (3) working days (Saturday, Sunday, and Holidays excluded) from the Step 2 meeting, refer the matter in dispute to arbitration.

1. If a party desires to refer a dispute to arbitration, he/she shall send written notice to the other party. Such notice shall contain a statement of the nature of the grievance or dispute, the particular section of the contract alleged to have been violated, and the relief sought.
2. Should the Union's and the Employer's representatives fail to agree on the impartial arbitration within three (3) days of the receipt of notice to arbitrate, the aggrieved party may petition the Federal Mediation and Conciliation Service to submit to each party the names of seven (7) arbitrators qualified to hear the case.
3. The determination of who shall have the choice of striking first shall be made by lot.
4. The Arbitrator shall have no authority to add to, subtract from, or modify any of the terms of this Agreement; or to hear, rule or reward on any matter except while this

Agreement is in effect. The decision of the Arbitrator shall be final and binding on the parties.

5. All expenses incident to the service of the impartial Arbitrator shall be paid for by the losing party. The Arbitrator shall designate the losing party.

ARTICLE VI CONFLICTING AGREEMENTS

Section 1. This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral or written, express or implied, or practices, between the Company and the Union or its employees, and expresses all parties during its term. This Agreement supersedes all existing Labor Agreements between the Employer and the Union.

Section 2. No Employer signatory hereto shall be required to pay higher wages or be subject to less favorable working rules than those applicable to any other Employer employing workers performing such similar work in the same jurisdiction.

ARTICLE VII ADDITIONAL SIGNATORIES

Section 1. The Union shall reserve the right to agree that any person, organization, partnership, corporation or other entity desiring to become a signatory Employer to this Agreement may do so providing he or she demonstrates that:

1. He or She holds a valid Nevada State Contractors License.
2. He or She carries workers compensation insurance or coverage pursuant to Nevada Revised Statutes and Public Liability Insurance on his contractual operations.

ARTICLE VIII MANAGEMENT RIGHTS

Except insofar as specifically surrendered or limited by express provisions of this Agreement, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the Contractor. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control,

management and operation of its business and its equipment; the determination of the scope of its activities, and methods pertaining thereto; the location of the machinery and equipment utilized, and the layout thereof; the right to establish or change shifts, schedules of work, starting and quitting times, and standards; the right to establish, change combine or eliminate jobs, positions, job classifications descriptions; the right to establish or change incentive or bonus compensation; the right to introduce new or improved procedures, methods, processes, facilities, machinery and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the determination of the number, size and location of its plant, and the extent to which the means and manner by which its plant or any part thereof; shall be operated, relocated, shut down or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to make and enforce safety and security rules and rules of conduct; assignment of duties thereto, and the right to change, increase or reduce the same, and the direction of the working forces, including but by no means limited to hiring, selecting and scheduling, assigns, discharging for just cause, laying off, recalling, promoting, and transferring of its employees.

ARTICLE IX JOB CLASSIFICATION AND WAGE RATES

Section 1. The Union may, with notice to the Employer, allocate any portion of its wage increases to any trust fund as an employer contribution with written notice to the Union.

Section 2. Except as otherwise provided in this Agreement, the Contractor shall pay the following wage rate as follows:

The Foremen wages should be paid in accordance with Article XVI section 1 of this agreement. The Union reserves the right to allocate any portion of wages to any trust funds.

ADDENDUM TO WAGE PACKAGE FOR
YEAR (1) (08/1/20-7/31/21)

Classification	Base Wage	Pension (Nontaxable)	H&W (nontaxable)	Apprenticeship (nontaxable)	Research & Education Fund	Total
Foreman	\$36.25	\$3.00	\$6.26	\$0.65	\$0.06	\$46.22
Journeyman	\$30.21	\$3.00	\$6.26	\$0.65	\$0.06	\$40.18
6th Step	\$28.70	\$3.00	\$6.26	\$0.65	\$0.06	\$38.67
5th Step	\$25.68	\$3.00	\$6.26	\$0.65	\$0.06	\$35.65
4th Step	\$22.66	\$3.00	\$6.26	\$0.65	\$0.06	\$32.63
3rd Step	\$21.15	\$3.00	\$6.26	\$0.65	\$0.06	\$31.12
2nd Step	\$18.13	\$3.00	\$6.26	\$0.65	\$0.06	\$28.10
1st Step	\$16.62	\$3.00	\$6.26	\$0.65	\$0.06	\$26.59
Pre-Apprentice	\$15.04	\$1.60	\$0.00	\$0.00	\$0.06	\$16.70

*Union check-off dues will be deducted in accordance with Article XXIII in this agreement.

ADDENDUM TO WAGE PACKAGE FOR
YEAR (2) (8/1/21-7/31/22)

Classification	Base Wage	Pension (Nontaxable)	H&W (nontaxable)	Apprenticeship (nontaxable)	Research & Education Fund	Total
Foreman	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
Journeyman	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
6th Step	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
5th Step	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
4th Step	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
3rd Step	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
2nd Step	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
1st Step	TBD	\$3.00	\$6.46	\$0.65	\$0.06	\$10.17
Pre-Apprentice	TBD	\$1.60	\$0.00	\$0.00	\$0.06	\$1.66

*Union check-off dues will be deducted in accordance with Article XXIII in this agreement.

The two Dollars and twenty-five cent (\$2.25) scheduled increase shall be allocated by the membership at a special call meeting. The required increases to the Health and Welfare shall be paid from the two dollars and twenty-five cents (\$2.25) prior to allocation.

ADDENDUM TO WAGE PACKAGE FOR
YEAR (3) (8/1/22-7/31/23)

Classification	Base Wage	Pension (Nontaxable)	H&W (nontaxable)	Apprenticeship (nontaxable)	Research & Education Fund	Total
Foreman	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
Journeyman	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
6th Step (95%)	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
5th Step (85%)	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
4th Step (75%)	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
3rd Step (70%)	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
2nd Step (60%)	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
1st Step (55%)	TBD	\$3.00	TBD	\$0.65	\$0.06	\$3.71
Pre-Apprentice (49.78%)	TBD	\$1.60	\$0.00	\$0.00	\$0.06	\$1.66

*Union check-off dues will be deducted in accordance with Article XXIII in this agreement.

The two Dollars and twenty-five cent (\$2.25) scheduled increase shall be allocated by the membership at a special call meeting. The required increases to the Health and Welfare shall be paid from the two dollars and twenty-five cents (\$2.25) prior to allocation.

4. Pre-Apprentice: (Employees classified as Pre-Apprentices may be employed for a period of no more than ninety (90) calendar days following their date of hire at which time they must be indentured as an apprentice or shall cease and refrain from performing any work covered by this Agreement): It is agreed that all Pre-Apprentice shall be dispatched through the Union dispatch office.

It is agreed that the following rates apply to the pre-apprentice on private work:

Base Wage (Taxable)	49.78% of Journeyman Wage
Pension (Nontaxable)	<u>1.60</u>
Research & Education	<u>0.06</u>
Total Package	<u>TBD</u>

5. Foreman will be eligible to receive \$1.00 per hour premium pay after successful completion of the following:

- a. OSHA 30 Training per AB 148 (OSHA BILL)
- b. CPR, First Aid Classes
- c. Requires passing all attendance and Testing Requirements

Section 5. The Contractor reserves the right to pay above the wage rates set forth herein to any or all employees covered by this agreement.

ARTICLE X HEALTH & WELFARE

HEALTH AND WELFARE - See Addendum A for eligibility rules for Southern Nevada.

Section 1. Except as otherwise provided in this Agreement, effective the date this Agreement is signed by both parties, the Employer agrees to contribute to the “National Roofers Union and Employers Joint Health and Welfare Fund” (“H & W Fund”) **\$6.26** per hour for each compensable hour worked by foreman, journeyman, and apprentices entitled to coverage by such fund and be bound by terms of the Trust Agreement. The Contractor shall not be obligated to make contributions payable on behalf of non-bargaining employees to the Fund. The Employer shall contribute at the rate of **\$6.26** per hour, effective August 1st, 2020 and **\$6.46** per hour effective August 1st, 2021, for all employees covered under the terms of this Collective Bargaining Agreement.

Section 2. The Employer shall fully cooperate and also allow audits of its books and records for reasonable purposes of the Health and Welfare Trust Fund. The Employer shall cooperate in such audits and allow reasonable access to the Trust Fund auditors for such purposes

ARTICLE XI NATIONAL ROOFING INDUSTRY PENSION FUND

Section 1. The National Roofing Industry Pension Fund (the “Pension Fund”) was created pursuant to the terms of a certain agreement and declaration of trust dated July 7, 1966 as thereafter amended. The Pension Fund sponsors a defined benefit pension plan and a supplemental defined contribution pension plan.

Section 2. “Defined Benefit Pension Plan.” The Employer shall contribute to the National Roofing Industry Pension Fund Defined Benefit Pension Plan the amount of three dollars (\$ 3.00) per hour for each hour for which the Employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the employer, payable on or before the tenth (10th) day of the month following the month in which the employee hours are earned.

Section 3. The Employer agrees to be bound by a party to the aforesaid Agreement and declaration of trust and all rules and regulations covering the Defined Benefit Plan together

with all amendments thereto, The Employer hereby ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Employer Trustees shall, with an equal number of trustees appointed by the International Union with which the Local Union is affiliated, administer the aforesaid Trust Fund, as is provided for in the aforesaid Agreement and Declaration of Trust and respective benefit plans, excluding any action which is prohibited by Statute, alters the Employer's contractual obligations regarding contributions or which will divert the assets of the Trust Fund from the purposes for which said Trust Fund was created, namely the establishment of retirement benefit plans for employees in the roofing industry.

Section 4. In the event the employer shall fail to pay the contributions required under any section of this Article or otherwise fail to comply with the terms of this Article or the rules and regulations adopted by the Trustees of the said Trust, the Union, upon notice from said Trust Fund, may forthwith withdraw employees from said Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration or grievance procedures. Such remedy shall be in addition to any other remedies available to the Union or the trustees of the Trust Fund. If employees are withdrawn from the Employer in order to collect such contributions, such employees shall be paid for lost time up to sixteen (16) hours; provided, however, that the Local Union shall have first given the employer and the employees five (5) days notice, by certified mail, of its intention to withdraw such employees.

Section 5. All contributions to the Trust Fund shall be due on or before the tenth (10th) of the month following the month of employment in which contributions are earned. In the event such contributions are not received by the due date, liquidated damages in the sum of ten percent (10%) of the unpaid contributions owing or unpaid by the due date shall automatically be due and payable together with interest computed at the rate of twelve (12%) per annum, and together with all costs incurred by the Trust Fund.

Section 6.

1. The Employer shall furnish to the Trustees of the Trust Fund upon request such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer found to owe contributions to the Trust Fund through a regular or special or audit ordered by the Trustees, the Employer shall be charged the full cost of such audit.

2. The Trustees are hereby given the power and authority to institute legal proceedings they deem necessary to enforce compliance with the provisions of this Article. Legal fees incurred by the Trustees in enforcing compliance with this Article shall be charged to the delinquent Employer.
3. In as much as the Fund and the Benefit Plans are created for the benefit of employees and are qualified as a tax exempt employee benefit plans, the Employers shall annually furnish to the Trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether (a) the Employer is a corporation and the names of all officers and directors of said Employer; or (b) if not a corporation, a certificate stating who the sole proprietor is or who the partners are.

Section 7. The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, apprentice or for any person performing work within the collective bargaining unit covered by this Agreement, and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, EXCEPT when work is performed outside the Union's geographical jurisdiction where another fringe benefit fund of a similar kind exists and the Employer is contractually obligated to, and does, contribute to that fund, then the said Employer shall not be required to pay contributions to this Fund under this Article.

Section 8. If the Pension Fund's Trustees believe that increase payments are necessary and so notify the Employer, in writing, the bargaining parties shall reach agreement as to the source of additional monies, and remit it to the Pension Fund.

ARTICLE XII MISCELLANEOUS

Section 1. The Employer shall designate a specific day of the week on which the Employer shall pay its employees on a weekly basis. The Employer may change the designated payday only if it gives the Union fourteen (14) days written notice of the newly designated weekly payday. The Employer shall pay the employees in negotiable checks.

Section 2. In the event of a layoff, the Employer shall pay all wages due at the time of the layoff.

Section 3. Should the employees load trucks or perform any labor for the Employer before leaving for the job, the employer's compensation shall start from the time he began to work at the Employer's place of business.

Section 4. Direct placement to Southern Nevada Roofers J.A.T.C shall be permitted to an employee of a non-signatory employer not qualifying as a journeyman, within ten (10) working days of the employer executing a full Collective Bargaining Agreement (CBA) with Roofers Local #162. The employee shall be evaluated by the J.A.T.C Selection Committee and indentured at the appropriate period of apprenticeship based on previous experience and related instruction. All other employees to the employer shall be provided pursuant to Article XIX, Dispatch Procedures, of this Agreement.

ARTICLE XIII TRAVEL PAY

Section 1— Travel Pay — "Free Zone" Definition:

The first sixty (60) mile geographical area from the center of the valley shall be considered a "free zone".

For the purposes of computation of travel distance under the terms of this Article, the mileage shall be computed in a straight line from the approximate geographical center of the Las Vegas Valley (located at #1 Main Street and Fremont Street) to the particular job site.

Section 2 — Furnishing Transportation: Employees shall not as a condition of employment be required to furnish the use of their personal automobile or other conveyance to transport men, tools (except issued hand tools), equipment, or materials from shop to job, from job to job and from job to shop.

For use of employee's automobile or truck, at the request of the employer for transportation of personnel, equipment, or materials to and from the job site and/or shop, the employer shall pay the current federal mileage reimbursement rate.

Section 3 — Standard Travel Pay (jobs within the 60 mile zone): If the job is within the 60 mile zone, the contractor shall have the option of directing employees to report directly to the jobsite without travel pay required, provided the employee is notified the day prior to reporting to the jobsite.

In the event the employee, is required to report to the shop, the employee shall receive their regular wage rate from the shop to the job.

In the event the employer provides transportation to and from the jobsite daily, only the driver of the company vehicle shall receive their regular wage rate. Any employee driving a company vehicle from the shop to the job and from the job to the shop shall be considered working hours.

Any employee providing their own transportation within the 60 mile zone shall NOT receive mileage reimbursement.

Work pay for passengers starts when employees begins work at the jobsite.

Time spent traveling during normal working hours from jobsite to jobsite shall be considered compensational work time and payment of wages shall be required.

Section 4 — Travel Pay (jobs beyond the 60-mile zone): The driver of the company vehicle will receive regular wages for all miles driven to the jobsite (both inside and outside of the free zone).

The employer shall provide all transportation for employees working beyond the 60-mile zone.

Any employee required to provide their own transportation beyond the 60 mile zone shall receive the current federal mileage reimbursement rate-

When travel pay is required it is understood and agreed that such pay shall be at the employee's regular rate of pay to including all benefits.

Section 5 — SUBSISTANCE PAY / Per Diem Pay / Room and Board Expenses:

At any project where the employee is required to stay overnight at the request of the employer, subsistence pay (per diem) will be made. An employer, at their option, must provide one of the following:

- 1) Provide a room plus forty-five (\$45) dollars per diem per day. The Employer shall make all room arrangements with no more than two individuals per room.
- 2) Provide no less than ninety (\$90) dollars per diem per day, to cover all room and board expenses. In the event the job is located in the state of California the per diem rate shall be increased to one hundred (\$100) per day. In this case the employee shall arrange his/her lodging for the stay out of town.

Where work is not completed on Friday and work is to resume on Monday, subsistence shall be paid for Saturday and Sunday

The required weekly per diem pay for all subsistence jobs shall be paid weekly prior to the employee going out of town.

ARTICLE XIV WORKING RULES

Section 1 The regular workday shall be eight (8) consecutive hours, exclusive of lunch periods taken by employees on their own time. A ten-minute coffee break, morning and afternoon, is permitted.

Section 2 All shops shall have an established starting time and an established quitting time, which may be changed by the Employer.

Section 3 The regular work week shall begin on Monday and run through Saturday.

Section 4 Employees covered under this Agreement may handle and hoist all roofing materials after the same have been delivered on the job.

Section 5 The Employer shall furnish all ladders, scaffolding, materials and equipment.

Section 6 All roofers shall have at least the following hand tools in their possession when they report to work: roofer's knife, insulation knife, hatchet, hammer, tin snips, chalk line, measuring tape, trowel, hard hat, protective clothing, scissors, probe, neoprene roller, tool bags, safety glasses, work boots, safety vest, leather gloves and any other hand tools, excluding all power and electrical tools, incidental and required for the proper application of all materials covered by this Agreement.

Section 7 If a roofer shows up without the required tools, the Contractor is not obligated to work him/her or pay for show up time.

Section 8 The Employer agrees that employee shall not be required to furnish the use of automobiles or other conveyances to transport men/women, tools, equipment or materials from shop to job, from job to job, or from job to shop. Facilities for such transportation shall be provided by the Employer and shall be safe and adequate.

Section 9 Carrying or hand-lifting buckets of hot asphalt up ladders shall not be permitted.

Section 10 The Employer, Union and employees agree to follow OSHA requirements.

Section 11 No materials shall be carried up a ladder.

Section 12 The Employer shall furnish ice and suitable drinking water for each employee as needed.

Section 13 One Employee shall not be required to run two (2) kettles that are separated by a distance of twenty (20) feet. One employee shall not be required to operate more than two (2) kettles.

Section 14 All trucks shall carry fire extinguishers and First Aid Kit.

Section 15 Definition of Superintendent: A Superintendent is an employee who is appointed by the Employer to supervise all other roofing employees and their work, and is responsible for all proper execution of their work, and who shall keep an accurate record of all men under his/her supervision.

Section 16 Clean up shall be done automatically by all employees covered by this Agreement and be included in wages.

Section 17 One man can do any cold process roofing, leak calls and light repairs provided that it is not a safety issue.

Section 18 All known accidents, whether affecting property, equipment or crew, must be reported immediately to owner and/or superintendent and Employer.

Section 19 Theft will result in immediate dismissal.

Section 20 During working hours, improper conduct shall be cause for dismissal.

Section 21 Reported occasional and minor grievances by employees should be discussed with the Employer before any action is taken.

Section 22 On any job, there shall be at least one (1) journeyman.

Section 23 The Employer agrees that all employees are to be treated with dignity and respect.

ARTICLE XV HOURS OF WORK/OVERTIME PROVISIONS

Section 1— Regular Work hours — The regular workday shall be eight to ten (8 to 10) hours plus a half (1/2) hour unpaid lunch. The regular workweek shall be a forty (40) flexible schedule, Monday thru Saturday. The regular workday shall start as scheduled by the employer. The employer may change the starting times to fit the need, provide the Union and

employees and/or crews are notified the prior day, as to the time when work will begin. The payroll week will be Monday through Sunday.

Section 2— Breaks — No employee shall be required to work more than five (5) hours without a meal period. There shall be two 10-minute rest breaks during each 8-hour shift, one in the morning and one in the afternoon.

Section 3— Overtime — Any work performed in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one half (1 1/2) times the regular straight time rate of pay.

Two times (2x) the regular wage shall be paid for all work performed on Sundays.

Two times (2x) the regular wage shall be paid for work performed on a Holiday designated under this Agreement.

Work performed on a Saturday shall be paid at the regular wage unless the work qualifies for overtime under the terms of this section.

Section 4 — Holidays — The following days are recognized as Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, day after Thanksgiving and Christmas Day. Any work performed on Sundays and Holidays shall be paid at two (2) times the regular straight time hourly rate of pay. If a designated holiday falls on Saturday, it shall be observed on the preceding Friday as a day off; a holiday falling on Sunday shall be observed on the following Monday as a day off; a holiday falling on Tuesday, Wednesday, or Thursday shall be observed on that day.

Section 5 — Driving Time — Employees driving trucks to and from the job shall receive compensation at the regular straight time rate to include benefits for said driving unless a different rate is required by law.

ARTICLE XVI STANDARDS OF WORKMANSHIP

Section 1 A Journeyperson of a three (3) person crew or more shall be designated a Foreman. The Foreman's wage shall be twenty percent (20%) over a Journey person's base wage. The Employer shall furnish the Foreman with written instructions covering the work to be performed on each job. A copy of these instructions is to be maintained at all times on the job.

Section 2 An employee shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular hours unless others of the Employer or the Employer's representative made the errors. The Employer shall notify the Union of employees who fail to adjust improper workmanship. Corrections are to be made only after fair investigation by the Employer and Union Officials.

ARTICLE XVII GENERAL

Section 1 Provided a grievance has been filed concerning the failure to pay or incorrect payments of wages, the Employer agrees to permit the business agent to visit all jobs and shops, and to examine the Employer's payroll and time records only during business hours. The Employer shall also, upon request, notify the business agent of the jobs or locations to which roofing crews have been assigned.

Section 2 All Employers shall carry workers compensation insurance or coverage pursuant to Nevada Revised Statutes and Public Liability Insurance. In addition, it is understood that the Employer shall maintain a current status with respect to payments on account of Social Security and Unemployment Insurance coverage.

Section 3 In the event that any terms or provision of this Agreement shall at any time be nullified or made invalid by reason of conflict with any law or an order, decision or regulation of any governmental agency, such nullification or invalidity shall not affect the balance of this Agreement, it being in full force, and provisions not so nullified or invalidated shall remain in full force and effect.

Section 4 No meeting or caucus shall be conducted on company time or job.

ARTICLE XVIII DURATION OF AGREEMENT

Section 1 Provisions of this Agreement shall continue in full force and in effect from the date of signing by the Contractor to and including the **1st day of August, 2020** and from year to year thereafter, including modifications and amendments, unless either the Employer shall give notice to the Local Union, or the Local Union shall give notice to the Employer, in writing, no less than (90) or more than (120) days prior to said **31st day of July, 2023** or any anniversary thereof, of intention to terminate, modify or amend the same. Any notice served

by either party for the purpose of terminating, modifying, or amending this agreement shall be sent to the other party by registered mail, return receipt requested.

Section 2 Notice of intent to negotiate by the Union should be addressed to the Employer at his shop. If filed by the Employer, the notice should be addressed to Roofers Local 162, 590 S Boulder Highway Henderson, NV 89015 The Parties agree to enter into negotiations within ten (10) days of receipt of notice by either party on the other.

ARTICLE XIX DISPATCHING PROCEDURES

Section 1 The Dispatching Office shall be set up and maintain lists of workmen available for employment and such workmen/women shall be dispatched as follows:

1. Free Call: The Contractor may request a particular person (s) by name from the out-of-work-list (such person' (s) name must appear on the out-of- work-list) and such person (s) shall be dispatched.
2. Except as provided in Section 2 below, when the Contractor does not call for a particular man/woman by name, the Union may dispatch workmen/women in accordance of the Local No. 162 Hiring Hall non-discriminatory Procedures.

Section 2 The Employer may procure employees from any other available source if:

1. The registration list is exhausted or registrants refuse referral and the Union is unable to refer qualified applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's requests (Saturdays, Sundays and Holidays excluded); or
2. After the Union informs the Contractor of the persons on the out-of- worklist, and the Contractor in his discretion determines that such persons are unacceptable.

Section 3 Once a workmen/woman has been dispatched to a Contractor, he/she is entitled to continue in the employ of the Contractor on other job sites, if the Contractor so directs.

Section 4 The Union agrees that each of the workmen/women registered at the Dispatch Office shall be furnished with copies of the Labor Agreement and these dispatching procedures (upon request). The Union and the Contractor further agree that copies of these two documents shall be posted in a conspicuous at the Dispatch Office.

Section 5 If a Contractor takes over the activities of another Contractor at a particular job site, the employees of the latter may continue to operate at the job site for the new Contractor without further registration or dispatch. In such cases, the appropriate Dispatch Office shall be notified of the change by the Contractor taking over.

ARTICLE XX SUBSTANCE ABUSE POLICY

Purpose

To establish guidelines for the consistent handling of employees and job applications involved with alcohol or drugs.

Policy

Section 1 The Contractor and the union are committed to providing their employees a safe workplace, operation efficiently, and promoting high standards of employee health. To achieve the objectives, it is the parties' goal to establish and maintain a work environment that is free from the effects of alcohol, the abuse of drugs, and the use, possession, or distribution of non-prescription drugs.

Section 2 The parties recognize that employee off the job involvement with alcohol or drugs can adversely affect the workplace and the parties' ability to accomplish 'this goal. While the contractor has no intention of intruding into the private lives of its employees, the contractor does require employees to report to work in condition to perform their duties.

Section 3 An employee abusing prescribed drugs on the job or the contractor's property is subject to discipline where appropriate. Illegal drugs will be confiscated and turned over to the appropriate law enforcement agency.

Section 4 An employee using alcohol, abusing legal drugs, or illegally using drugs off the job may be subject to discipline if such use significantly impacts on the employee's ability to perform his/her job, creates a work related problem involving other employees, or affects the contractor's property or the ability of the contractor to perform its service as required.

Section 5 A supervisor shall be responsible for using reasonable means to identify employees who appear to be unfit to perform duties due to alcohol or drug use, and for taking appropriate and prompt action. Supervisors should not take any such action absent confirmation of the desired action by a second supervisor who will also undertake a reasonable investigation of the employee's condition and so notify Roofers Local 162 of such suspicious. If, after the above, the supervisor suspects the employee of being under the influence of alcohol and/or drugs, the employee shall be given an opportunity to disprove the

accusation by some form of scientific testing. If the employee chooses to refuse the opportunity of scientific testing, then the supervisor will use lay observation or whatever other information they have available to them at that time to make a decision.

Section 6 An employee reasonably believed incapable of operating any equipment due to impairment by drugs or alcohol, will not be permitted to do so. Any employee ordered not to operate equipment or drive a personal vehicle, but insists on doing so, will immediately be clocked out.

Section 7 Although the legal use of drugs is not by itself grounds for disciplinary action, the legal use of drugs will not prevent disciplinary action for impaired performance. Any employee legally using drugs which may alter his/her physical or mental ability must report this to his/her supervisor so that it can be determined whether it is necessary to change the employee's job assignment while taking the drug.

Section 8 A job applicant with a demonstrated history of alcohol or drug abuse will not be rejected for employment on that basis. If, in the opinion of an employer designated medical professional, the individual has been rehabilitated, then the applicant will be given full consideration for employment.

Section 9 Nothing in this policy shall preclude the contractor from entering into an agreement with a third party, which imposes conditions that are different from those in this policy. In such circumstances, the contractor may vary from the procedures set forth in this policy, so long as the variations do not effect the minimum protections set forth in this policy pertaining to determinations that an employee is under the influence or that scientific testing is needed. Any testing pursuant to this policy will be paid for by the contractor.

Section 10 In the event that the contractor, by an agreement with a third party, is required to abide by conditions as described above, the following terms will also apply:

1. The contractor will provide a copy of the policy to the union after entering into the contact.
2. Employees of the contractor will be advised of the policy by the contractor prior to being asked to work on that job, or as soon thereafter as the contractor is made aware of the policy, and will be given a copy of the policy at that time. Employees who do not wish to submit to the policy will be excused from working on that job.
3. Should any person institute legal action against the union due to its actions in entering into a third party agreement with this paragraph in it, or in abiding by or interpreting its terms, then the contractor shall hold the union harmless for any expenses incurring by

the union in defending against such legal action, including reasonable attorney fees and costs and shall also hold the union harmless for any damages assessed against the union in such legal action.

ARTICLE XXI NON-DISCRIMINATION

The Union and Contractor agree that they shall continue not to discriminate against any employee or applicant for employment on the basis of membership or non-membership in the Union, or on any basis prohibited by relevant Nevada or federal law.

ARTICLE XXII APPRENTICESHIP TRAINING PROGRAM

Section 1 Should the Contractor elect in writing to participate in the Southern Nevada Apprenticeship Standards for the Roofing Industry, registered with the State of Nevada Apprenticeship Council, such Apprenticeship Standards shall become part of this Agreement by reference as though expressly written therein, and the following shall apply:

1. There shall be established Southern Nevada Roofers Joint Apprenticeship Training Committee (hereinafter referred to as "JATC") for the roofing and waterproofing industry of Nevada. The JATC shall be composed of and administered by an equal number of representatives of the Union and Contractor signatory to this labor Agreement.
2. The JATC shall supervise all apprenticeship matters in accordance with this Labor Agreement and the Southern Nevada Apprenticeship Standards.
3. The Contractor shall abide by the JATC rules and regulations.
4. All apprentices shall be indentured and registered under the direction of the JATC.
5. The ratio of men/women on any non-prevailing wage, roofing or waterproofing project shall not be greater than one (1) pre-apprentice and one (1) indentured apprentice to one (1) journeyman.
6. The ratio of men/women on any prevailing wage, roofing or waterproofing project shall not be greater than one (1) indentured apprentice to one (1) journeyman. Unless otherwise dictated by the JATC Apprenticeship Standards.

Section 2 Except as otherwise provided in this Agreement, effective the date this Agreement is signed by the parties, the Employer agrees to contribute to the JATC for each compensable hour worked by journeyman, foreman, and apprentices the sum of Sixty-Five cents (\$0.65)

ARTICLE XXIII DUES CHECKOFF

Section 1 The contractor agrees to deduct Union dues (which includes periodic fixed dues, initiation, and assessments) from the wages of employees covered by the Agreement provided the employee voluntarily executes a lawful check-off authorization form.

Section 2 The Contractor will transmit the amount deducted, together with the names of the employees to the Union by the 10th no later than the 20th of the following month.

Section 3 It's the responsibility of the Union to supply the Contractor with current dues records showing the amount payable by each employee who has voluntarily executed a legal check-off authorization form in a form of a referral slip issued by an authorized Union Official. The Contractor shall rely upon such records in making wage deductions.

Section 4 If any controversy arises on this account of such deductions, or the application of this Article, the Union will furnish at no expense to the Company necessary and competent legal counsel and will hold the Company harmless from any and all cost, expenses or liability incurred by the Company which is directly or indirectly related to such controversy.

Section 5 The check-off shall be as follows:

AUTHORIZATION FOR CHECK-OFF DUES

TO: _____ Date: _____

I hereby assign to Local Union No. 162, United Union of Roofers, Waterproofers & Allied Workers, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you), such sums as said Local Union No. 162 may certify as due and owing from me as membership dues, including any initiation or reinstatement fee and monthly dues in such sum as may be established from the time by said local union in accordance with the By-Laws and the Constitution of the United Union of Roofers, Waterproofers & Allied Workers. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such time and in such manner as may be agreed upon between you and the Union at any time while the authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from date of delivery hereof to you or until the termination date of the Collective Bargaining Agreement between the employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of termination date of the Collective Bargaining Agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 (C) of the Labor Management Relations Act of 1947 and otherwise.

(Print Name)

(Date of Signing)

(Signature of Employee)

(Social Security # of Employee)

**ARTICLE XXIV
SUBCONTRACTING**

It is hereby agreed between the Union and the Employer that if the Employer elects to subcontract out on-site roofing or waterproofing work covered by this Agreement, the Employer may only subcontract to a contractor that is signatory to the Roofers & Waterproofers Local 162.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement and to the terms of "ADDENDUM A" and "ADDENDUM B" to be executed by their duly authorized representatives as of the 1st day of August, 2020.

Name of Contractor: _____

Address: _____

Telephone: _____ Fax: _____

Contractors License:

Classification(s): _____

Date(s) Issued: _____

License Number(s): _____

Bonding Company:

Name: _____

Address: _____

Policy Number: _____

Liability Insurance:

Name: _____

Address: _____

Policy Number: _____

Workers Compensation:

Name: _____

Address: _____

Policy Number: _____

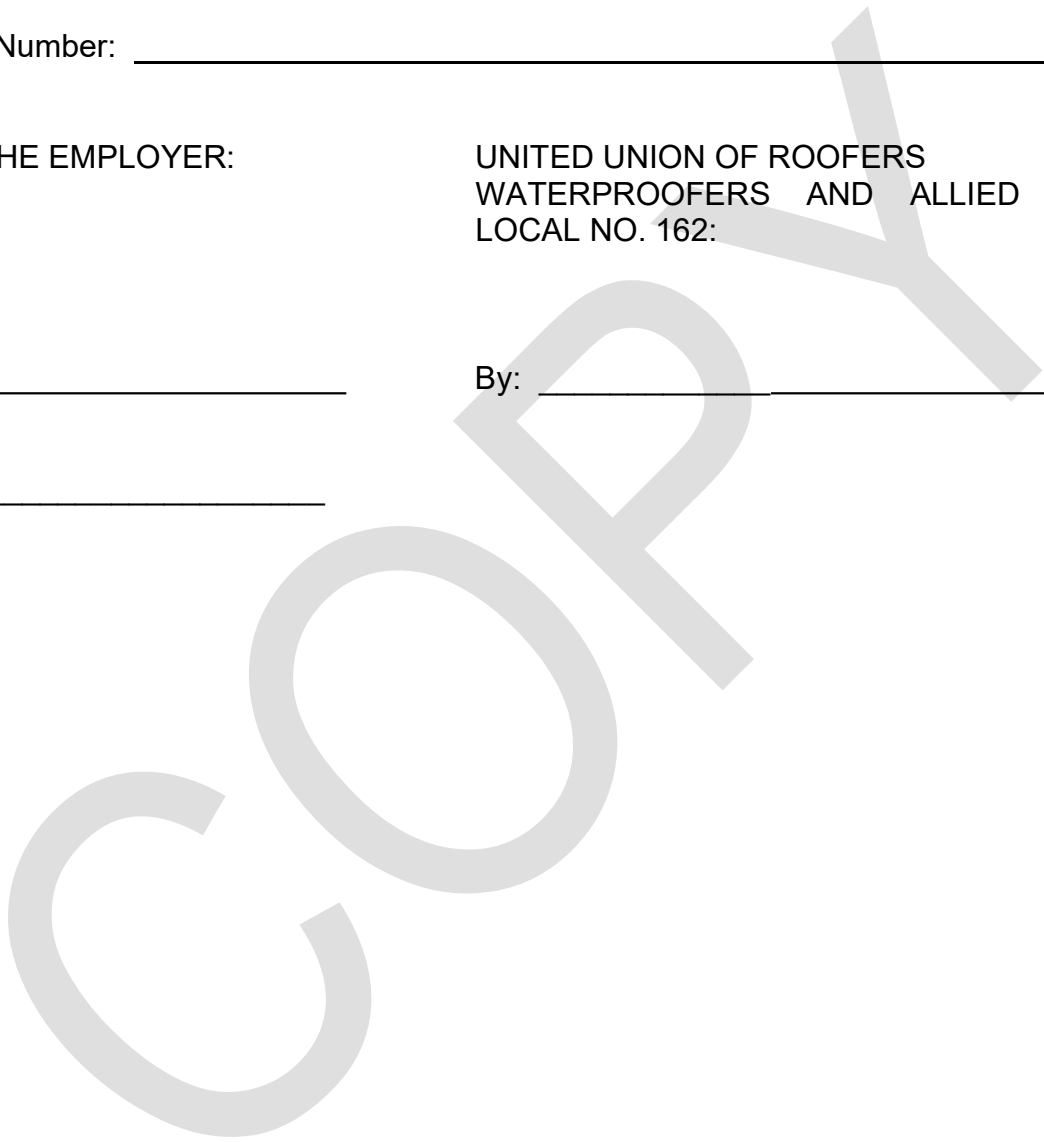
FOR THE EMPLOYER:

UNITED UNION OF ROOFERS
WATERPROOFERS AND ALLIED WORKERS
LOCAL NO. 162:

By: _____

By: _____

Its: _____



ADDENDUM A HEALTH AND WELFARE ELIGIBILITY RATE

It is agreed the following rules apply to the counties of: Clark; Esmeralda; Lincoln; And South Nye (consisting of the cities of Beatty, Burrell, Hot Springs, Mercury, Pahrump, Rhyolite (Ghost Town), and Springdale).

Contributions shall be made at the rate of \$6.26 per hour effective 8/01/20 and \$6.46 per hour effective 8/01/21 per hour worked up to a maximum of 140 hours per month to provide coverage for health and welfare benefits. Once the 140 hours have been contributed upon for the employee, the contributions have been satisfied for that month.

INITIAL ELIGIBILITY

An employee shall become eligible as an Active Employee on the first day of the fourth consecutive month or less during which he/she worked a minimum of 140 hours for one or more contributing employers provided the required contributions are made on his/her behalf.

HOURLY BANK

Hours worked and contributed upon for each employee are maintained in an account on his/her behalf. The hours in his/her account, or his/her "Hour Bank", may not exceed 360 hours after deduction of the hours required for one month of coverage – 120 hours.

CONTINUATION OF COVERAGE

An active employee will remain eligible during each month provided the hours worked plus the hours in his/her Hour bank total 120 or more hours.

TERMINATION OF ELIGIBILITY

An Active Employee shall cease to be eligible on the earliest of the following dates:

1. The last day of the month in which the Hour bank falls below 120 hours;
2. The date the Plan terminates; or
3. The date the Active Employee enters into full time military duty with the armed forces of any country unless prohibited by law.

RE-ESTABLISHMENT OF ELIGIBILITY

A former Active Employee who has lost eligibility due to reduced hours whose Hour Bank contain less than 120 hours will become eligible on the first day of the second month following the month in which his/her hour Bank reaches 120 hours. Except, if the employee fails to work sufficient hours to bring the hours in his/her Hour Bank up to 120 hours within a period of six consecutive months, all residual hours shall be forfeited and the employee will be required to satisfy the requirements for initial eligibility.

NON-BARGAINING UNIT EMPLOYEES

When a Contributing Employer first becomes contributory for its bargaining unit employees, the employer may elect coverage for non-bargaining unit employees provided the election for such coverage and the first payment is made within 60 days of the date of coverage was made available. If the employer fails to elect such coverage, it shall not be made available again unless the Board of Trustees votes to allow an open enrollment in the future.

INITIAL ELIGIBILITY

An employee shall become eligible on the first day of the second month of employment provided the Contributing employer made the required two months prepayment for coverage prior to the first day of the month of coverage.

DEPENDENTS

Eligible dependents of Active Employees (bargaining unit or non-bargaining units) include:

1. The legal spouse of the active Employee; and
2. The unmarried children, including legally adopted children; stepchildren who live with the Active Employee and depend upon the employee for care and support; and, children for whom the active Employee or spouse is the court appointed legal guardian.

Covered dependent children will be cover up to the first month of age 26.

If a husband and wife are both employees, each shall be considered an employee and a dependent and their children shall be considered dependents of both. Coverage for a dependent becomes effective on the date the Active Employee becomes eligible or on the date they are acquired if that is later. Proof of dependency in the form a marriage license, birth certificate, court order, or other documents will be required before benefits will be payable for a dependent.

TERMINATION COVERAGE FOR DEPENDENTS

The eligibility of a dependent shall cease on the earliest of the following dates:

1. The date the Active Employee ceases to be eligible;
2. The date the dependent no longer qualifies as a dependent as defined;
3. The date the Plan or dependent coverage terminates; or
4. The date the dependent enters full time military duty with the armed forces of any country unless prohibited by law.

CONTINUATION OF COVERAGE UPON LOSS OF ELIGIBILITY

A former Active Employee (bargaining unit or non-bargaining unit) or eligible dependent may continue coverage for himself/herself in accordance with Federal legislation. Upon loss of eligibility, the person shall be notified by the Administration Office of the rights of COBRA continuation coverage, and the cost of the benefits.

ADDENDUM B
ROOFERS & WATERPROOFERS
RESEARCH AND EDUCATION JOINT TRUST FUND

Section 1. The Fund –There has been established a Trust Fund known as the Roofers & Waterproofers Research and Education Joint Trust Fund (referred as the “Fund”).

Section 2. Employer Contributions –Effective on the undersigned date of execution, the employer agrees to pay to the Fund the sum of Six Cents (\$0.06) per hour earned for each bargaining unit employee covered by and working under this agreement for each hour or part thereof paid. The obligation to contribute shall continue during any period when a new collective bargaining agreement is being negotiated.

Section 3. Payments –The payments referred to in Section 2 above shall be made on or before the 10th day of the month following the month in which the payment determining the contribution was made or such other time(s) as shall be from time to time determined by the Trustees of the Fund.

Section 4. Employer Bound by Agreement and Declaration of Trust –The employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund and any future amendments thereto, and hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as the same may be amended from time to time, and further agrees to be bound by all actions taken by said Trustees pursuant to said Agreement and Declaration of Trust as amended from time to time.

IN WITNESS WHEREOF, the parties have executed this Addendum on this
____ day of _____, 20____.

For the Employer:

For the Union:

LABORERS 2018 -2023 MASTER LABOR AGREEMENT

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**Construction Agreement
Between
Nevada Contractors Association
And
Laborers International Union of North America No. 872**

THIS AGREEMENT, entered into this 1st day of JULY 2018, on behalf of those eligible Contractors who now and/or hereafter may have designated **Nevada Contractors Association** (hereinafter known as the NCA), parties of the first part (hereinafter referred to as the "Contractors" or "Employers"), and the **LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 872**, parties of the second part (hereinafter referred to as the "Union").

WITNESSETH:

PURPOSES:

WHEREAS, the Contractors are engaged in construction and solar work in Southern Nevada; and,

WHEREAS, in the performance of their present and future contracting operations, the Contractors are employing and will employ large numbers of Laborers; and,

WHEREAS, the Contractors desire to be assured of their ability to procure employees for all of the work which they may do in the area hereinafter defined as Southern Nevada in sufficient numbers and with the necessary skill to assure continuity of work in the completion of their construction contracts; and,

WHEREAS, it is the desire of the parties to establish uniform terms and conditions of employment covering the Laborers employed by the Contractors, and,

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto to the end that the Contractors are assured continuity of employment and industrial peace is maintained and the business of the industry efficiently increased;

NOW, THEREFORE in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be interdependent, it is hereby agreed:

ARTICLE 1 COVERAGE

- A.** This Agreement shall apply to and cover all employees of the Contractors employed to perform or performing construction and solar work, as such employees and construction and solar work are respectively more defined hereinafter Article II, Section A and Article IX of this agreement and shall provide for the wages, fringe benefits and conditions of employment for all employees of the Employer within the recognized jurisdiction of the Laborers International Union of North America (LIUNA) Local Union 872 in the State of Nevada, and other portions of Nevada and Arizona. The recognized geographic jurisdiction of Local 872 covers the Nevada Counties of Clark, Lincoln, Nye, Esmeralda, White Pine (South of Highway 6) and the State of Arizona County of Mohave. Wage and benefit packages under the Local 872 Agreement are to be negotiated per project in Mohave County. By becoming signatory to this Agreement the Employer agrees that when performing work in other Counties in the State of Nevada, the Employer shall perform all work within the recognized work classifications of Local 872 under the terms and conditions contained in the applicable Laborer's Master Labor Agreement covering those Counties in Nevada. It is recognized that work covered by the Construction Project Agreement at the Nevada Test Site shall be excluded from the coverage of this Agreement.
- B.** All work performed in the Contractors' warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement, and all of the production or fabrication of materials by the Contractor for the use on this project, shall be subject to the terms and conditions of this Agreement.
- C.** All work performed by the Contractors and all services rendered for the Contractors, as herein defined, by employees represented by the Union, shall be rendered in accordance with each and all of the terms and provisions hereof.
- D.** Wage and benefit packages under the Local 872 Agreement are to be negotiated per project in Mohave County, Arizona.
- E.** Any time the masculine gender is used in this Agreement, it shall apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.
- F.** **SUBCONTRACTING** – If the Contractors, party hereto, shall subcontract job site work as defined herein, provision shall be made in such subcontract for the observance by said subcontractor of the terms of this Agreement covering such work. A subcontractor is defined as any person, firm or corporation who agrees under contract with the General Contractor, or his subcontractor, to perform on the job site any part or portion of the work covered by this Agreement, including the operation of equipment, performance of labor, and the furnishing and installation of materials.
- F.1 SUBCONTRACTING - JOINT VENTURE**
- a.** The purposes of this are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many

years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

- b. In some instances a Contractor signatory hereto joint ventures with a non-union Contractor to bid on certain projects.

If the Contractor joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement. However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

- c. In the event this joint venture is successful in being low bidder and awarded, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the Signatory contractor partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement.

- G. WORK PRESERVATION** – A Joint Labor-Management Committee consisting of Union Contractors and the Union shall be established, and have the authority to target projects for the purposes of enhancing work opportunities for Laborers and Contractors performing work pursuant to this Agreement. These special conditions shall be established on an as needed basis and shall not be deemed a contract for the purpose of Articles VI.

This Committee shall meet for the purpose of securing competitive bids for signatory Contractors when bidding against non-signatory Contractors, or bidding in a market not normally covered under this Agreement.

- H.** Repairs necessitated by defects of materials or workmanship or adjustments of newly purchased and/or installed equipment or machinery, will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees, pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

- I. Qualifications:** Certain qualifications, knowledge, experience, and responsibility are required of everyone desiring to become an Employer in the industry. Therefore, no individual firm or corporation shall be considered qualified to become a party to this Agreement unless it meets the following qualifications: shall maintain a permanent place of business and/or shop with a business telephone, and must possess a current Nevada State Contractor's License, when applicable.

ARTICLE II – UNION RECOGNITION

- A.** The Union has claimed and the Employer is satisfied and acknowledges that the Union represents a majority of the Employer's employees in an appropriate bargaining unit for the purposes of collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees performing work within the Union's trade jurisdiction on all present and future job sites within the Union's geographical jurisdiction. The Employer acknowledges that the Union offered to demonstrate or did demonstrate its majority status in the appropriate bargaining unit.

It is understood that the Union does not, at this time, nor will they during the term of this Agreement, claim jurisdiction over the following classes of employees: supervisors, guards and clerical workers, as defined by the National Labor Relations Act.

- B.** The Union hereby recognizes the Nevada Contractors Association as the sole and exclusive bargaining representatives for their respective eligible members who are, or who become parties to this Agreement. (A certified roster of eligible members will be furnished without delay to the Union at the time of signing this Agreement and when the new members are accepted.) This Union agrees that during the term of this Agreement, they will not negotiate or enter into agreement with such members of the Associations. Parties to this Agreement shall be and continue to remain liable under this Agreement during the term hereof, even though said members shall resign from any of the participating Associations prior to the date set for the expiration of this Agreement.
- C.** In the employment of Laborers for all work covered by this Agreement, the following provisions, subject to the conditions of Article II, Section A above shall govern.

1. The Union shall refer qualified applicants for employment without discrimination against by reason of membership or non-membership in the Union and such referrals shall not be based in any way on rules, regulations, bylaws, constitutional provisions or any other aspect or obligations of Union membership policies or requirements. All such referrals shall be in an open and non-discriminatory basis, and in accordance with the written Referral Procedure of the Union. The Union shall maintain a register of applicants for employment based upon one or more of the following elements: length of unemployment; experience; ability; prior work for the requesting Employer; and availability to work in the geographical area of the job. Each applicant for employment shall be registered in the highest Group for which they qualify, as included in Appendix B, no Employer who is delinquent in Trust contributions shall be allowed to directly hire employees outside the Referral Procedure.

It shall be the responsibility of the Contractors, when requesting applicants to notify the Laborer that they are being requested, and to give the Union all of the pertinent information regarding the applicants' employment.

The first Laborer hired shall be selected by the Employer. The second Laborer hired shall be referred by the Union. The third Laborer hired shall be subject to the 50/50 ratio rule, the contractor may hire an Apprentice when available. 50% of all Laborers shall be furnished and referred by the Union to the Employer from those registered at the dispatching office of the Union and 50% shall be selected by the Employer. All Laborers hired by the Employer must be registered at the dispatching office of the Local Union prior to employment and receive a dispatch slip from the Local Union. Any abuse of this clause shall be cause for depriving the Employer of the above-mentioned selection rights for a period of six months. The dispatching office will furnish in accordance with the request of the Employer each such qualified and competent applicant from among those entered on said lists to the Employer by use of a written referral which will be faxed or emailed with the applicants contact information to the Employer.

2. Reasonable advance notice (but not later than twenty four (24) hours prior to the requested reporting time) will be given by the Contractors to the Dispatching Office upon

ordering such applicants; and in the event that twenty-four (24) hours, excluding Saturdays, Sundays, Holidays, or days the referral office is closed, after such notice the Dispatching Office does not furnish such applicant, the Contractors may procure workers from any other source or sources. If Laborers are so employed, the Contractors will immediately report to the dispatching office each such worker by name and classification. Such applicant shall be directed to the dispatching office with a completed request letter and complete any necessary paperwork to be referred to said Employer.

3. Subject to the foregoing, the individual Contractor is the sole judge as to the competency of all his employees and applicants for employment. The Contractors may reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Contractor. No employees shall be discharged or discriminated against for activities on behalf of, or representation of the Union not interfering with the proper performance of his duties.

4. The Union shall post in places where notices to applicants for employment with the Contractors are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in Article II of this Agreement.

5. All of the party's signatory hereto agrees that any and all liability which may arise to any person in any proceedings in any court, or before any governmental agency, in connection with carrying out the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

6. The parties also recognize that in some instances involving work to be performed for public authorities, preference must be given to an applicant residing in the area in which the work is located. In order to reconcile this contractual obligation with the hiring procedures herein agreed to, the parties shall meet in a pre-job conference as provided in Article XVII, Paragraph 1-C.

7. Employees shall submit proper identification when reporting for work with current safety certifications. No show up time or subsistence shall be paid to employees without proper identification.

8. The Employer shall be required to discharge any employee pursuant to this section within ten (10) days after receipt of written notice that said employee has failed to become or remain a member in good standing. Notwithstanding anything to the contrary there in this Article II shall not be applicable if all or part thereof shall be in conflict with applicable law.

**ARTICLE III
STRIKES – LOCKOUTS
JURISDICTIONAL DISPUTES**

A. It is the purpose and intent of the parties hereto that, except for: a) jurisdictional disputes; and b) claims, disputes and demands arising out of the Contractor's fringe benefit contribution obligations set forth in Articles XXIII and XXIV, all grievances or disputes arising in the interpretation or application of the terms of this Agreement shall be settled by the procedure set forth in Article IV hereof, and that except as provided for in Article XXIV, the Union, in whose behalf this Agreement is made, shall not call or engage in, sanction or assist in a strike not herein provided for against, or any slowdown or stoppage of the work of, the Contractor, and will require the employees it represents to perform their services for the Contractors on the work described herein when required by said Contractors to do so; and during the term of this Agreement, a Contractor signatory to this Agreement shall not cause or permit any lockout of the employees represented by the Union or on whose behalf this Agreement is made on work described herein. It shall not be cause for discharge or disciplinary action in the event an employee individually refuses to go through or work behind any picket line, provided that said picket line is in connection with a lawful labor dispute, sanctioned by the Southern Nevada Building and Construction Trades Council and/or the Nevada Basic Craft Alliance.

B. If a signatory Contractor is performing work on a project as a subcontractor during the construction of which such project is declared to be unfair by the Building and Construction Trades Council and/or the Nevada Basic Craft Alliance, and the work thereon is stopped for that reason, neither the Council/Alliance, nor the Union shall be deemed to have violated this Agreement if during the period of said stoppage of work, the employees represented by such Union fail to perform their work on said project for the Contractor.

For the purpose of this Article III-B, "Subcontractor" is understood to mean where the signatory Contractor is doing only a part of the whole project, and applies where the signatory Contractor has received the contract for his portion of such a project from the General Contractor on the project.

C. All jurisdictional disputes shall be reduced to writing and submitted to the General Presidents of the affected Unions for final resolution – 1. Area Practice 2. Local Agreements is the order in which jurisdiction shall be determined in Southern Nevada, the Contractor or his representative will be present at all local meetings to protect his interests and those of his client. During the consideration of such disputes by the General Presidents of the affected Unions, the Union shall not call or engage in, sanction or assist in a strike not herein provided for, or any slowdown or stoppage of the work, against the Contractor and the Contractor shall not cause or permit any lockout of the employees represented by the Union or on whose behalf this Agreement is made on work described herein. It shall not be cause for discharge or disciplinary action in the event an employee individually refuses to go through or work behind any picket line, provided that said picket line is in connection with a lawful labor dispute, sanctioned by the Southern Nevada Building and Construction Trades Council and/or the Nevada Basic Craft Alliance.

D. Nothing contained in this Agreement or any part thereof, or in this Article III or any part thereof shall affect or apply to the Union on whose behalf this Agreement is executed, or any of them, in any action they may take against any Contractor who has failed, neglected or refused to comply with or execute any settlement or decision reached through arbitration under the terms of Article IV hereof or any decision reached by the General President of the Union signatory to this Agreement under Section C above.

**ARTICLE IV
BUSINESS AGENT AND JOB STEWARD
AND SETTLEMENT OF GRIEVANCES
AND DISPUTES**

- A. When employees covered by this Agreement are employed on a job, the Union shall designate a Job Steward, who shall be a Laborer referred to the Employer by the Union. The Job Steward shall perform his/her duties as Job Steward with the least amount of inconvenience to the Employer and the Employer shall allow the Job Steward a reasonable amount of time for the performance of such duties. The Job Steward is to work as an employee and not use the position as a Job Steward to avoid performance of the Job Stewards' duties as a Laborer. On overtime work, the Job Steward shall always be the second Laborer employed for overtime work if he is qualified to perform such work. The Job Steward is to work up to the completion of the job and shall be the second-to-last Laborer to be discharged as long as he/she is qualified to perform the remaining work.
- B. The Job Steward may be discharged for cause. If the Job Steward is discharged without cause, the Job Steward shall be paid for all lost time up to 30 days only. The Union reserves the right in its sole discretion to remove any Job Steward as Job Steward. Prior to any lay-off of the Job Steward, the Contractors agree to notify the Union in writing 24 hours in advance and agree to meet with the Union if requested.
- C. The Job Steward shall be provided, upon his/her request, with the name, social security number, and Employer copy of the Union's referral for all newly hired or transferred Laborers.
- D. The term Job Steward as used in this Agreement means only those employees covered by this Agreement who have been trained and hold a current certification by the Union to serve as Job Steward. It shall be mandatory that all job stewards attend all union meetings unless excused for just cause. (work, family emergency, Etc.....).
- E. The Job Steward shall monitor the Employer's compliance with the Agreement and shall receive disputes from covered employees. In the event that the Job Steward becomes aware of a grievance, the Job Steward shall immediately report it to the business agent or special representative who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative in accordance with the procedures set forth below. The Job Steward shall not stop the individual Employer's work for any reason or tell any employee covered by this Agreement that he cannot work on the job.
- F. Such business agent or special representative or other previously designated representative of the Union and/or Trust Funds shall have access to the project during working hours and shall make every reasonable effort to advise the contractor or his representative of his presence on the project. The Trust Fund representative shall be accompanied by a business agent or have prior approval from the Contractor.
- G. **Grievance and Arbitration Procedure** Except as otherwise provided in this Agreement, and except for: a) jurisdictional disputes; and b) claims, disputes and demands arising out of the Contractor's fringe benefit contribution obligations set forth in Articles XXIII and XXIV, all disputes or grievances arising out of the interpretation or application of any of the terms or conditions of

this Agreement shall be submitted for determination and be resolved by the procedures set forth in this Article. The Employer shall have the right to file a grievance under this Article, and further agrees to waive its right to file any lawsuit alleging a breach of contract.

No grievance, dispute or complaint shall be recognized or have any validity unless called to the attention of the Contractor, in writing, by an authorized representative of the Union within fifteen (15) days of the time the circumstances giving rise to the grievance first occurred or of the time the Union or union member reasonably should have known of the occurrence. The Contractor or his representative shall meet with the representative of the Union, and attempt to adjust the grievance between them on a job-level basis as promptly as possible, but in no event later than five days after notice of the grievance was given. If the parties at this step cannot resolve the grievance within the five day period, either party may notify the other party involved in writing that it invokes the next step. Either the Union or the Contractor can request an extension of time on a Grievance as long as both parties mutually agree to the extension of time and it is requested in writing. All Grievances on wages and benefits not resolved in a timely manner shall be subject to a 40 hour work week until wages and benefits on waiting time have been payed in full by Grievied Contractor. All class action lawsuits will be covered under the Grievance and Arbitration Procedures (Reference PYETT Language ADDENDUM C, PAGE 44).

If a settlement is not reached within five (5) days, the matter shall be submitted to a Board of Adjustment, appointed as follows: The Employer involved shall appoint two (2) members, or his designated representative, and the Union shall appoint two (2) members. A simple majority vote of the Board of Adjustments shall be final and binding on all parties and the grievant. In the event the Board of Adjustment does not reach a majority decision within three (3) days after a referral of the issue to the Board, either or both parties may refer the dispute or grievance to arbitration, and within fifteen (15) days, the grievance shall be referred to an impartial arbitrator for a final and binding decision. In the event the parties cannot agree upon the selection of an arbitrator, one shall be selected from a list of seven (7) names provided by the Federal Mediation and Conciliation Service.

The arbitrator's fee and all incidental expenses shall be paid equally by the parties. The arbitrator shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions of this Agreement. The Arbitrator may award, amongst other appropriate remedies, wages and/or fringe benefits. The Arbitrator may not award the cost of presenting or defending the grievance to either party.

- a. There shall be established by this Agreement a Joint Labor Management Committee consisting of two (2) members appointed by the Union and two (2) members appointed by the Association, whose duties, among other things, shall be to meet quarterly and review issues of concern relating to the application of the Agreement.

Recommendations of the Joint Labor Management Committee shall be promptly referred to the negotiating parties to this Agreement for consideration.

ARTICLE V CONFLICTING AGREEMENTS

This Agreement supersedes all existing labor agreements heretofore in effect between the Contractors and the Union.

**ARTICLE VI
QUALIFICATIONS, MOST FAVORED NATIONS**

- A.** Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further that it will not by the adoption or amendment of any provision of its Articles of Incorporation, Constitution or By-Laws, or by contract or by any means whatsoever take any action that will prevent or impede it in the full and complete performance of each and every term hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on the behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signature purport to represent, and the local union on whose behalf the said parties are signing the said Agreement.
- B.** This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein; that any provision in the working rules of the Union, with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereinafter be adopted by the Union shall have no application to the work hereunder.
- C.** If, within the jurisdiction of this Agreement, the Union enters into any agreement with any employer or association that provides, contains or otherwise permits more favorable terms or conditions of employment to such employer or association than are provided for in this Agreement, then the Union shall notify the Association of such other agreement containing more favorable terms or conditions and each Contractor shall have the option to assume such other agreement. This Section does not apply to any site specific changes to terms and conditions that are granted under the Work Preservation provision in this Agreement or to any other collective bargaining agreement entered into by the Union which does not apply to on site construction and/or solar work.

ARTICLE VII – HOLIDAYS

The following days are recognized as holidays for employees herein classified: New Years Day, Washington’s Birthday (President’s Day), Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the respective crafts holiday rate of pay. No work shall be required on Labor Day, except in the case of extreme urgency when life or property is in imminent danger.

MARTIN LUTHER KING DAY – An Employee shall be allowed to observe Martin Luther King as a holiday without pay or penalty if notice is given by the Employee to the Employer not less than forty-eight (48) hours prior to the holiday.

**ARTICLE VIII -
CLASSIFICATIONS**

- A.** Should the Contractor or any sub-contractor so defined in Article I, Section E employ employees in the prosecution of this work in occupations which are not covered by one of the classifications herein specified, such employment shall then be temporarily classified by the Contractor under the classification contained herein which will more nearly fit the particular character of the employment. Either party shall thereafter have the right to submit a dispute under this Section in the manner set forth in Article IV. In the event another Union lays claim to work not covered by a classification herein, the Contractor shall make the assignment and temporary classification and the disputing claims shall be a jurisdictional dispute and treated as such strictly in accordance with the provisions contained in Article III.
- B.** The number of employees and the number of classifications of employees required to perform any operation covered by this agreement shall be determined by the Contractor, provided that if a Contractor, in determining the number of employees or the number of classifications of employees, shall lessen the number of employees customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article IV of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as to other pertinent factors.
- C.** Because the Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed on the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor saving devices; provided however, that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well established custom regulating such use where the work is being performed, including, but not limited to, the operation of equipment.
- D.** Wage rates shall be recognized as applying to classifications rather than to employees and any employee performing work shall be paid at the rate which the classification of his work calls for, except when it is necessary to temporarily transfer employees from one classification to another in which event such employees shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day.

When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that the employee be referred to the project by more than one union or employed at classifications of more than one craft. Abuse by any contractor of the privilege granted in this Section D shall subject him to withdrawal of the privileges for any appropriate period through the procedures established in Article IV.

ARTICLE IX WORK COVERED

- A.** The work covered by this Agreement shall include, but shall not be limited to, all classifications of work contained in the Laborers International Union Local # 872 MLA or CBA jurisdictional manual, which is included herein by reference.

- B.** Tunnel work is specifically covered by an addendum to this Agreement herein contained, marked Article X Addendum A and made a part hereof.
- C.** In addition to the foregoing, this Agreement covers all watchmen, flagmen (all crafts), fire watchmen, traffic control person, including the operation of appropriate vehicles, laborers, construction specialists, concrete specialists, foremen (general, grade, pipe, concrete, forms, seeding, asphalt, clearing and grubbing, clean-up stone-laying) in the performance of: the laying of all types of pipe and conduit; the spreading, and pouring and raking and tamping of all asphalt and concrete materials and the bull floating (strike off) of all concrete; the laying of all types of stone or manufactured curb, rip-rap, paving blocks, concrete blocks (paving), slope paving, Belgium Block; assembling and placing of Gabion and all similar types of baskets; the handling, loading and unloading and stringing of all materials, the handling, loading and stringing of all wood products by hand or power; the sharpening of all air tool bits and drills and bull points; laying, spreading and storing of all tarpaulins, the operation and maintenance of Bo Mag Rollers; (tending of all Crafts regardless of work being performed in Southern Nevada by any and all methods; any and all types of heaters, fans, air conditioners, or other cooling devices to be tended, handled and fueled by laborers at all times; the handling, laying and placing of forms used for curbing, gutters, roads, and sidewalks and the stripping of same, the placing, setting and maintenance of all flares, blinker lights and reflectors; the cutting and chipping of all joints; the handling, loading, unloading, distributing and erecting of chain-link fence; handling and erecting of wire fence; overhead signs; handling and moving all furniture; handling and placing of wire mesh on roads and bridges; guard rails; the sandblasting and applying of sealers and hardeners and epoxy on concrete and asphalt work; asphalt striping and other asphalt painting; the nozzle operations on sandblasting and guniting operations; the signing of all materials, manufactured or otherwise, which are handled or put in place by laborers, the handling, the loading and unloading and distribution and installation of all guard rails, highway signs, and road markers; attending to, handling, and fueling single diaphragm pumps, insulation pumps, plasterer pumps, monocoat pumps, grout pumps, and pumps up to and including 2" pumps; laying out, moving, connecting, storing and handling all hoses for all pumps; the operating of all types of machines used to seal any type of joints; the operating and servicing of mortar mixers (including, but not limited to, maxi mixers and/or mega mixers) and conveyers used in laborers' and bricklayers work regardless of number; the operating and servicing of all rock drilling machines; the blasting and dynamiting of all rock; welding (excluding machinery, tools, structural steel); installation of manholes and catch basins; the placing of all pre-cast and pre-stressed materials, except when placed or installed by the manufacturer pursuant to its collective bargaining agreement; handling, unloading, loading, assembling and laying of all multiplate; the operating of all air, gas, electric, oil and other types of motor driving tools including all pusher type equipment; all walk behind saws, all concrete saws, drilling and coring equipment; all casings and augers on all drilling rigs; the handling, tending and maintaining of all generators; lasers when used for laborers work on grading, setting and leveling; landscape nurseries; sound barrier installation; demolition or dismantling for all purposes; hazardous waste work to include chemical cleanup, drum handlers, transformers, divers, infra-red destruction machines, plasma arc plants, warehouse storage loading and unloading, safety men, asbestos removal, video x-ray operation; the unloading, loading, handling, stringing, and tending of all brick, all block, all stone and all other masonry products; the paving of all stone and brick products; mason finisher; water proofing, IBC barrier, except on structures; the operating and maintaining of the hydraulic seeder, concrete curb machine, asphalt curb machine, snorkel, stump remover, self-propelled concrete saw, hydraulic motorized pin puller, scissor cars and all aerial man lifts. Bobcat incidental to trade and

forklift. Installation and maintenance of all playground fixtures and equipment. The foregoing applies in the performance of all the aforementioned work and all other work coming under the jurisdiction of LIUNA unless state or local requirements dictate otherwise.

- D. This Agreement also covers all removal, abatement, encapsulation or decontamination of asbestos, lead and other toxic and hazardous waste or materials, which shall include but not be limited to: the erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, decontamination facilities, negative air machines for asbestos removal, etc.; the operation and servicing of all tools and equipment normally used in asbestos removal or abatement of such waste or materials, including, without limitation, negative air machines for asbestos removal; the sorting, labeling, bagging, cartoning, crating, packaging and movement of such waste or materials for disposal; the clean-up of work site and all other work and stand-by time incidental to the removal, abatement, encapsulation or decontamination of such waste or materials; and the performance of safety watch duties on job sites where work is performed under this Agreement.
- E. This Agreement also covers the following, but is not limited to:
1. The preparation of trenches, and footings for above ground or underground lines or cables.
 2. The handling of all rods, mesh and material for use in reinforcing concrete construction.
 3. The rigging of pipe.
 4. Trenches, Manholes-Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, ditches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Use and maintenance of all walk behind concrete saws, drilling and coring equipment, all augers and casings on drilling rigs. The leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution, laying and making of joints of water mains, water pipes, gas mains and all pipe including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and handling and placing of other materials for saddles, beds, or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, welding, joining, underwater cable installation. Trenchless technology and directional boring shall be the work of the Laborer.
 5. Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra-cotta, ironstone, vitrified concrete, ductile iron, or other pipe and the making of joints for main or side sewers and storm sewers and all the pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining

up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure. Laying, leveling and making of the joint of all multicell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. Oil, brine, chemical transmission lines and related work, fiber optics, communication lines and cathodic protection.

6. Drilling and Blasting - All work of drilling, jack hammering, and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surface with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.
 7. Signal Men – Signal men on all construction work defined herein, including traffic control signal men or flagmen at construction sites.
 8. Use of Tools – Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.
 9. All clean-up, including general, construction, janitorial, final, and micro cleaning; all cleaning and removal of debris, rubbish, and refuse of any type and kind for all trades on all jobs, and final cleaning operation on any project or part thereof before the project or any part thereof is turned over to the owner.
 10. Provision of drinking water to all trades per OSHA standards (29 CFR Part 1926 Subpart D). Contractor shall provide adequate restroom facilities per OSHA standards (29 CFR Part 1926 Subpart D).
- F. This Agreement shall also cover all work traditionally performed by Laborers within the jurisdiction of this Agreement.
- G.
1. Plaster Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials, to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit for such purpose, including forklifts.
 2. Unloading, handling and distribution of all materials, fixtures, furnishings, and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.
 3. Drying of plaster, concrete, mortar, or other aggregate, when done by salamander heat or other drying process.

4. Cleaning and clearing of all debris, including all clean-up regardless of craft, construction clean-up including final construction clean-up before TCO is issued will be performed by Laborers. If clean-up composite crews are utilized, the work shall be performed by Laborers only. Wire brushing of windows, scraping of floor, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction. The general clean up, including sweeping, cleaning, wash down and wiping of construction facility, equipment; and furnishing and removal and loading or burning of all debris including crates, boxes, and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratories and all fixtures and facilities therein. Clean up, mopping, washing, waxing and polishing or dusting of all floors. Tool trailers and light tool repair.

5. The aging and curing of concrete, mortar, and other materials applied to walls, floors, ceilings, and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

6. Laborers will perform the erection, planking, and removal of all scaffolds for lathers, plasterers, bricklayers, and other construction trade crafts as well as the building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supported scaffolds or specially designed scaffolds are built by Carpenters, Laborers shall tend Carpenters on erection thereof; the dismantling of said scaffolds as well as preparation for foundation or mud stills of said scaffolds and maintenance of same shall be done by Laborers.

7. Dust control/single axle dump trucks and water trucks on intermittent use.

8. Street sweepers and vacuum trucks.

9. Contractor will supply all protective clothing for hazardous conditions, hardhat, safety glasses, hearing protection, concrete boots, rubber gloves, concrete shovels, asbestos suits, and respirators per OSHA (29 CFR Part 1926 Subpart E – P.P.E. and Life Saving Devices). The Employer is not responsible for steel-toe boots unless mandated by awarding body or State law. No employee covered under this Agreement shall wear any company logo without the Laborers logo when required to wear a Company uniform.

ARTICLE X ADDENDUM A - TUNNEL WORK

1. This Addendum A shall cover the construction, alteration, or renovation of all tunnels, shafts, adits, silos, raises, ventilation raises, ducts, underground chambers and all other work where miners are required to work below the surface of the earth and which falls within the jurisdiction of the Laborers International Union of North America.
2. Tunnel work shall be defined as the actual boring, driving, and concreting of tunnels. A shaft and/or silo shall be defined as sinking of any vertical, inclined or declined shaft (including stations) by using shaft sinking methods. Any mining performed off the completed shaft shall be considered tunnel work.

In the event a dispute arises in the differentiation between a tunnel or shaft, the Contractor and the Union shall meet to resolve the dispute.

3. Without limiting the scope of the work covered hereby, it is agreed that Miners' and Bull Gangers' work shall include but not be limited to, the following:
 - a. The construction, laying and maintenance of all railroad tracks.
 - b. All mining work, including the manning, running and/or handling of all boring equipment, mole machines and continuous mining equipment; all drilling regardless of type or method used for work covered by this Agreement; and all loading, shooting and handling of all powder, including splitting and making primer.
 - c. Support craft for underground users and other crafts.
 - d. Timbering, whether wood or steel, including cutting, welding, handling and placing of all ribs, lagging, liner plate and other ground support.
 - e. All rock bolting and placing of rock restraining wire.
 - f. Mucking and dumping, including all cable and/or hose tenders, swampers (brakemen and switchmen) on muck trains and timber trains, and pushing or pulling of any cars, including man-trips.
 - g. Handling and extending all water, air and vent lines for or in the tunnel or tunnel shaft.
 - h. Installations of combination guides and utility lines in steel-lined drill holes being converted to shafts for mining operations.
 - i. Manning of cherry picker and/or car passers while mucking.
 - j. Small pumps in tunnels and tunnel shafts.
 - k. Concrete work, including gunite and shotcrete pots (wet and dry) grouting, dumping of agitators, raising setting and moving of forms, including slip forms, in shafts and tunnels.
 - l. Handling all rods and other material for use in reinforced concrete.
 - m. Stripping all forms and all cleanup work.
 - n. Tool Crib -- all sharpening of bits and steel nippers.
 - o. All dry housemen and chuck tenders.
 - p. All air tuggers, conveyors, kemper pneumatic placers and all similar type equipment, including Slusher's.
 - q. The monitoring of ingress and egress at the tunnels or shafts where required.
 - r. Outside man/Expediter.
 - s. The monitoring and testing of tunnel/shaft water.
 - t. Assist in the assembly of muck handling conveyors.
 - u. Alpine Spotter /Lamp Man

- v. Pipe Jacking

ARTICLE XI LABORERS WAGE RATES

A. WAGE RATES

1. The hourly wage rates for classifications of work covered by this Agreement are contained in Article XI, incorporated herein as part of this Agreement.

No employee presently receiving total compensation (i.e. payment of wages and payment to applicable trust funds) under this Agreement shall suffer any reduction in such compensation by reason of the execution of this new Agreement.

2. **OVERTIME RATES:** The first three (3) hours worked outside the regular constituted shift shall be at the rate of time and one half. All additional hours shall be at double time. On Saturday work, the first (10) ten hours shall be at time and one half and all additional hours at double time. Sundays and Holidays shall be at double time. With the exception of prevailing wage jobs, the amount payable to the vacation fund including supplemental dues on overtime work shall be paid in the amount reflecting the overtime premium payment.

CLASSIFICATIONS AND WAGE RATES

GROUP I \$27.65

Traffic Control Tech and working Traffic Control Supervisor

All pressure washing, All surface preparation for patching and grouting, Dry packing of concrete and filling of form bolt holes

Fine grader, highway and street paving, airport runways and similar type heavy construction

Gas and oil pipeline laborer

Guinea chaser

Laborer, general, construction, demolition or Solar- Stringing of posts, installation of posts and piles, installation and bolting together of all rakes, tray tables and torque tubes. Running all bobcats, forklifts, Turchis or similar equipment for post installation. Trashing out crates, card board boxes and trash within the Solar Arrays and Solar project boundaries.

Laborer, packing rod steel and pans

Laborer, temporary water lines (portable type)

Laborer, loading and unloading solar panels, crates and pallets

Laborer, handling and setting of all solar panels

Landscape gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to-follow the landscape plan)

Stone pavers

Nurseryman

Tarman and mortar man, kettle man, potman and man applying asphalt, lay cold creosote, fine and similar type materials. ("Applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and water proofing.)

Underground laborer, including caisson bellows

Window cleaner

Scaffold Erector - (Excludes Tenders)

Fence Erector - Chain Link; Mortarless, Barrier Wall and/or Retaining Walls;

Mechanical Stabilized Earth Wall

Material Handler - for all trades, including but not limited to stacking and packing of all drywall, Taping mud, paint, wallpaper and material associated there with including Demolition of said materials.

All Construction cleanup and Final clean-up (picking up debris, sweeping, scraping and janitorial work, including final clean-up), on all jobsites shall be the work of the Laborers, including mass jobsite clean-up by All Contractors and Sub- Contractors. except as provided in Group 1A below.

Note: The construction clean-up rate is to be included in the Group I on same date as the Laborers' Local 872 Apprenticeship and Training standards are approved by the Bureau of Apprenticeship and Training, and/or Nevada State Apprenticeship Council.

Tool Crib

Light Tool Repairman

Certified Firewatch

Rigging and signaling when assigned by the Contractor and/or performing the work of a Laborer or tending another craft

Group 1A \$ 26.15

Effective for jobs bid on or after July 1, 2005, final clean up shall be paid at the rate of \$23.81 per hour. Final clean up subject to this rate shall mean: polishing furniture, polishing stainless steel in hotel kitchens, sweeping and vacuuming hallways and finished rooms and completed casino areas, washing windows on first floor and similar duties.

GROUP II \$ 27.86

Asphalt raker, ironer, spreader, and luteman

Buggymobile man

Cesspool digger and installer

Chuck tender (except tunnels)

Gas and oil pipeline wrapper, pot tender and form man

Making and caulking of all non-metallic pipe joints

Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multi-plate and similar mechanical tools not separately classified herein

Riprap stonepaver

Roto-scraper

Sandblaster (pot tender)

Septic tank digger and installer (lead man)

Tank scaler and cleaner

Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

GROUP III \$ 27.96

Cutting torch operator

Welding in connection with laborers work

Gas and oil pipeline wrapper

Gas and oil pipeline laborer, certified

Jackhammer and/or pavement beaker

Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile

Cement dumper (on one yard or larger mixers and handling bulk cement)

Concrete core cutter
 Concrete curer, impervious membrane and oiler of all materials
 Concrete saw man, excluding tractor type, cutting scoring old or new concrete
 Operator of cement grinding machine
 Rock slinger
 Scaler (using boswain chair or safety belt or power tools under 100 feet)
 Forklift - A journeyman shall hold Forklift certification at time of referral for duration of employment.
 Bobcat/skidsteer, Gannon tractor
 Working Dust control monitor, Single Axle water and Single Axle Dump Trucks
 Hodcarrier-Mason Tender/Mason Finisher
 Decorative Rock Installer - (Ponds, Waterfalls, Etc.)
 Shotcrete/Gunnite

Group III-A \$ 28.46

Placement of all concrete, including red concrete by any means
 Concrete Specialist
 Mud cutter
 Concrete vibrator operator, all sizes
 Concrete Dumper
 Slickline/Hoseman/Dumpman

GROUP IV \$ 28.05

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
 Head rock slinger
 Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
 Sandblaster (nozzleman)
 Steel header-board man
 Construction Specialist

GROUP V \$ 28.15

Driller (core, diamond or wagon), Air track drill (all types)
 Joy driller model TW-M-2A. Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
 Gas and oil pipeline fusion
 Gas and oil pipeline wrappers, 6" pipe and over

PRIVATE GROUP VI

Miner and Bullgang

Shaft, Raise, Stope Miner.....	\$ 29.39
Miner - Tunnel (Hardrock).....	\$ 28.89
Bull Gang, Mucker, Trackman.....	\$ 28.64
Miner - Welder	\$ 29.25
Pipe Jacking, Micro-Tunneling, Tunnel Boring Machine.....	\$ 28.89

High-Scaler.....\$ 35.35

HOURLY FRINGE BENEFITS

Pension A.....	\$ 14.62
DC Pension Plan.....	\$ 1.00
Health/Welfare.....	\$ 6.70
Vacation.....	\$ 5.04 **
Training.....	\$ 0.85
Industry Advancement.....	\$ 0.15
Total.....	\$ 28.36

**Includes \$2.04 per hour/ Supplemental Dues which shall be made from vacation pay upon receipt of appropriate signed authorization cards in the respective amounts authorized on the cards and paid to the Union and/or the Laborers Political Action League respectively.

BULLGANG FOREMAN'S RATE:

\$3.00 more than Bullgang Rate

SHIFTER'S RATE:

\$3.00 per hour above highest paid craft

Change House

Section I. The Employer shall establish and maintain a change house at each portal, adit, or shaft (or within a reasonable distance thereof), which shall include showers, toilet facilities, lockers and drying facilities in accordance with the number of employees in each crew. Each change house shall be so constructed and facilities so provided to assure that all work clothes will dry between shifts.

Section II. Short, dry tunnels are exempted from the provisions of this Article if bathing facilities are generally available in nearby living areas. This applies to micro-tunneling and small bore pipe jacking jobs in the greater Las Vegas and/or Henderson areas such as intersections and micro tunneling under roadways, and does not apply to large tunnel boring machine jobs such as water and sewer tunnels and transportation systems.

GROUP VII

ENVIRONMENTAL SPECIALIST \$27.96 *

***(\$0.50 Wage Rate above Group III when wearing protective suit or respirator)**

1. Asbestos Abatement
2. Lead Abatement
3. Hazardous Waste Abatement
4. Petro-Chemical Abatement
5. Radiation Remediation
6. Microbial Remediation

EMPLOYEES SHALL BE PROPERLY CERTIFIED AND/OR LICENSED AT TIME OF DISPATCH.

GROUP VIII - PLASTER TENDER

Base Rate	\$ 29.05
Pension A.....	\$ 13.20
DC Pension Plan.....	\$ 1.00
Health/Welfare.....	\$ 6.70
Vacation.....	\$ 5.04 **
Training.....	\$ 0.85
Industry Advancement.....	\$ 0.15
TOTAL FRINGES.....	\$ 26.94
TOTAL HOURLY PACKAGE.....	\$ 55.99

**Includes \$2.04 per hour/ Supplemental Dues which shall be made from vacation pay upon receipt of appropriate signed authorization cards in the respective amounts authorized on the cards and paid to the Union and/or the Laborers Political Action League respectively.

FOREMAN: \$ 3 .00/hour above Plaster Tenders base rate

GENERAL FOREMAN: \$6 .00/ hour above Plaster Tenders base rate

GROUP IX

Flagger/Flagperson Pilotcar.....	\$26.15
Shop Maintenance/Watchmen.....	\$24.65

**ARTICLE XII
CRAFT FOREMEN**

- A. An employee designated by the Contractor as a foreman shall be paid at a rate of **\$3 .00** per hour more than the highest laborer’s wage classification supervised. A general foreman shall be paid at the rate of **\$3.00** per hour more than the highest laborer’s wage classification supervised. A foreman designated to supervise other foremen shall be classified as a general foreman.

- B. The necessity for the number of, and the selection of, foremen shall be solely determined by the Contractor except that after three or more Laborers, one will be appointed Foreman and shall not supervise more than twelve **(12)** Journeymen and/or Apprentices. After **2** or more Foremen, **1** shall be appointed General Foreman. It is not the intent of the Contractor to assign the duties and responsibilities of the foreman to an employee without designating such employee as foreman and paying him in accordance with Section A above. It is understood that a foreman shall be an employee employed within the jurisdiction of Local 872. Any lay-off checks will be given to employees by their immediate Foreman, General Foreman, or Supervisor.

ARTICLE XIII

**SCHEDULE B
CONTRIBUTIONS**

**SCHEDULE B
CONTRIBUTION PAYABLE TO TRUST FUNDS**

7/1/18

Pension Plan A.....	\$ 13.20
DC Pension Plan.....	\$ 1.00
Health & Welfare.....	\$ 6.70
Vacation.....	\$ 5.04 **
Training Fund.....	\$ 0.85
Industry Advancement.....	\$ 0.15
Total Fringes.....	\$ 26.94
Total General Laborer package.....	\$ 54.59

**Includes \$2.04 per hour/ Supplemental Dues which shall be made from vacation pay upon receipt of appropriate signed authorization cards in the respective amounts authorized on the cards and paid to the Union and/or the Laborers Political Action League respectively. When working on Sunday and holidays there will be an additional \$1.50 per hour paid to DC Pension Fund. The Union and the Employer agree that when Employees are working in a Supervisor position above General Foreman the Employer may make payments into the Laborers Health and Welfare Fund, Laborers Pension Plan A and DC Pension , Laborers Vacation, and Training Fund on the basis of 160 hours per month in accordance with the Schedule set forth in the Master Labor Agreement regardless of the hours worked by said Employee in one month. When the Employer chooses this option, it must continue for the duration of the Employee's employment.

The above contributions will be made on the basis of straight time or overtime hours worked or paid each employee under the terms of this Agreement. The amount payable to the vacation fund including supplemental dues on overtime work shall be paid in the amount reflecting the overtime premium payment.

Foreman's base rate: **\$3 .00** per hour more than the highest Laborer base rate classification supervised. General Foreman's base rate: **\$3.00** per hour more than the highest Laborer base rate classification supervised.

**ARTICLE XIV
APPRENTICESHIP**

- A.** The Employer and the Union recognize the need and desirability of an Apprentice Training Program which is approved by the State of Nevada and which meets the needs of Employers for skilled labor. Accordingly, the Employer and the Union hereby agree to fund an Apprenticeship Training Program through the Southern Nevada Laborers Local 872 Training Trust which shall be responsible for creating, implementing and administering an Apprenticeship Program.
- B.** The Training Trust may establish a Joint apprenticeship and Training Committee as may be authorize or permitted by the Training Trust. The Trust may delegate to the Committee such responsibilities and authority as is authorized by the Trust Agreement and deemed necessary by the Trustees. The Trust and/or Committee may establish such rules, policies and procedures as

deemed necessary and appropriate for the recruiting, enrollment, training and graduation of Apprentices, in accordance with the Bureau of Apprenticeship Training and/or the Nevada State Apprenticeship Council written policies and procedures. An Apprentice may be removed from training at any period of apprenticeship for violation of any of the Trust's or Committee's rules, policies, and procedures including drug and alcohol testing policies. Such removal cancels the classification of Apprentice and the opportunity of the Apprentice to continue Apprentice training, whether on the job training (OJT), classroom training or other training, and requires Apprentice privileges for journeyman status shall be unavailable until successful completion of journeyman aptitude test.

- C. There shall be a minimum length of training of 4,320 hours consisting of 4,000 hours of on-the-job training and 320 hours of related training, including classroom instruction. In order to provide diversity of training and work opportunities, the Trust or Committee shall have full authority to transfer Apprentices from one job or Employer to another. All transfers and assignments for work shall be issued by the Trust or Committee and the referral office must be so notified.
- D. The Employer may implement the Pre-Apprentice, for no more than six (6) months, which shall consist of 45% of the journeyman wage that is performing said work and include Health & Welfare (100%), Training (100%), Vacation (45%) and Supplemental Dues (100%) in order to keep contractors competitive. The Pre-Apprentice classification and ratios do not apply to Public Works Projects. The Union may also remove the Pre-Apprentice classification from the Agreement at any time providing a 30 day notice. Apprentice Health & Welfare, and Supplemental Dues contribution shall be paid in at 100% of the current benefit. Pre-Apprentices

and Apprentices, when available, shall be dispatched at the following ratios: One (1) Apprentice for the first Journeyman and not more than one for every two (2) Journeymen thereafter: One (1) Pre-Apprentice for every two (2) Apprentices and not more than two Apprentices for every three (3) journeymen on a company wide basis when available. Job shall not exceed Apprentice to Journeyman ratio at any time. The Contractor must hire One (1) Apprentice for every Ten (10) Journeymen and One (1) Apprentice for every Five (5) Journeymen thereafter.

- 1 Journeyman - 1 Apprentice
- 2 Journeymen – 1 Apprentice
- 3 Journeymen – 2 Apprentices (and 1 Pre-Apprentice)
- 4 Journeymen – 2 Apprentices
- 5 Journeymen - 3 Apprentices
- 6 Journeymen – 3 Apprentices (and 2-Apprentices)
- 7 Journeymen - 4 Apprentices
- 8 Journeymen - 4 Apprentices
- 9 Journeymen - 5 Apprentices (and 3 Pre-Apprentices)
- 10 Journeymen - 5 Apprentices
- 11 Journeymen - 6 Apprentices

For additional Journeymen, a continuation of these ratios will apply. (These ratios will be effective, and can be amended from time to time, only after approval by the Nevada State Apprenticeship Council and/or the Bureau of Apprenticeship and Training.)

NOTE: Section XIV, entitled "Ratio of Apprentices to Journeyman" of the Apprentice Standards does not specifically address the application of the ratios to multiple work sites of ambulatory

contractors. Therefore, upon inquiry or appeal by an ambulatory contractor, the Trustees will interpret the ratios set forth in Section XIV to apply to the employer's journeymen work force as a whole, and not to a particular work site of the ambulatory contractors.

**Apprenticeship and Training
Apprentice Rate of Pay and Benefit Schedule**

Effective July 1, 2018

Pre-Apprentice

Group I Wage Rate @ 45%.....	\$12.44
Health & Welfare @ 100%.....	\$ 6.70
DC Pension Plan.....	\$ 1.00
Training @ 100%.....	\$ 1.80
Vacation @ 45%.....	\$ 1.35
Supplemental Dues @ 100%.....	\$ 2.04
Total Fringes.....	\$12.89
Total Package.....	\$25.33

¹ 500 Hours **(50% Apprentice)**

Group I Wage Rate @ 50%.....	\$13.82
Health & Welfare @100%.....	\$ 6.70
Vacation	\$ 3.54 **
Pension A @ 50%.....	\$ 6.60
DC Pension Plan.....	\$ 1.00
Training @ 100%.....	\$ 1.30
Industry Advancement.....	\$ 0.15
Total Fringes.....	\$19.29
Total Package.....	\$33.11

² 500 Hours **(60% Apprentice)**

Group I Wage Rate @ 60%.....	\$16.59
Health & Welfare @100%.....	\$ 6.70
Vacation	\$ 3.84 **
Pension A @ 60%.....	\$ 7.92
DC Pension Plan.....	\$ 1.00
Training @ 100%.....	\$ 1.30
Industry Advancement	\$ 0.15
Total Fringes.....	\$20.19
Total Package.....	\$37.50

2nd 1000 Hours **(70% Apprentice)**

Group I Wage Rate @70%	\$19.35
Health & Welfare @ 100%.....	\$ 6.70
Vacation	\$ 4.14 **
Pension A @ 70%	\$ 9.24
DC Pension Plan.....	\$ 1.00
Training @ 100%	\$ 1.30
Industry Advancement @ 100%.....	\$ 0.15

Total Fringes	\$22.53
Total Package	\$41.88
3rd 1000 Hours (80% Apprentice)	
Group I Wage Rate @80%	\$ 22.12
Health & Welfare @ 100%.....	\$ 6.70
Vacation	\$ 4.44 **
Pension A @ 80%	\$ 10.56
DC Pension Plan.....	\$ 1.00
Training @ 100%	\$ 1.30
Industry Advancement @ 100%.....	\$ 0.15
Total Fringes	\$ 24.15
Total Package	\$ 46.27
4th 1000 Hours (90% Apprentice)	
Group I Wage Rate @ 90%.....	\$24.88
Health & Welfare @ 100%.....	\$ 6.70
Vacation	\$ 4.74 **
Pension A @ 90%.....	\$ 11.88
DC Pension Plan.....	\$ 1.00
Training @ 100%.....	\$ 1.30
Industry Advancement.....	\$ 0.15
Total Fringes	\$25.77
Total Package	\$50.65

** Includes \$2.04 per hour/Supplemental Dues (upon Union's receipt of appropriate signed authorization card).

** Includes \$0.05 per hour Political Action contribution (upon Union's receipt of appropriate signed authorization card).

The above (**) contributions shall be applied toward the vacation fund, taxed and then deducted accordingly.

And on completion of the 4,320 hours of training, one-hundred percent (100%) of the General Laborer wage package. Package reduction for Apprentices to allow Employers to utilize more in the industry, Effective January 1, 2019.

ARTICLE XV APPENDIX B OUT OF WORK LIST

Out of Work List

When the Local Union is accepting new applications for employment, the following shall apply: (The application list, as referred to in Article II, Section C (1) of this Agreement shall be inclusive of the following):

"A" List - Applicants for employment who have 4,000 hours of experience as a construction laborer.

"B" List – Applicants for employment who have at least 500 but less than 4,000 hours of experience as a construction laborer.

“C” List - Applicants for employment who have less than 500 hours of experience as a construction laborer, and have successfully completed the construction industry aptitude test, which will be administered by Laborers Local #872 Training Center.

Apprenticeship List - Applicants for employment who have been indentured into the Southern Nevada Laborers Local 872 Training Program, as approved by the Nevada State Apprenticeship Council.

ARTICLE XVI COMMON WORKING RULES FOR CRAFTS

The following working rules shall govern the employment of employees working under the jurisdiction of the Laborers International Union of North America, Local Union No. 872, in the performance of work covered by the terms of this Agreement.

A. 1. SINGLE SHIFT

Eight (8) consecutive hours, exclusive of lunch period between 4:30 a.m. and 4:30 p.m., shall constitute a day's work, Forty (40) hours, Monday 4:30 a.m. through Friday 4:30 p.m., shall constitute a week's work. During Daylight Savings Time months, start time may be modified. All time worked in excess of eight (8) hours, exclusive of lunch period, in a twenty-four (24) hour period or all time worked in excess of forty (40) hours per week and all time worked before 4:30 a.m. and after 4:30 p.m. and all work performed on Saturdays, Sundays and holidays shall be paid at the applicable overtime rate. Effective January 1st, 2019, an early start time maybe worked between the hours of 2:00 am and 5:00pm when concrete pour crews work in connection with another craft, but the shift must be requested in writing by the Contractor 24 hours prior to the start of this shift.

The reporting point for the start of the shift shall be at the gang box or job trailer if the building is less than six (6) stories in height and at the ground level entrance of the elevator on jobs where the building is in excess of six (6) stories in height. Employees shall be allowed a maximum of 15 minutes clean-up prior to the end of each shift. If the Employer does not provide sufficient parking within five hundred (500) yards of the reporting point, reporting time shall commence at the parking place.

The parties to this Agreement agree there shall be one ten minute, unorganized break at their work station during the first half of the shift and one ten minute, unorganized break at their work station during the second half of the shift or combine the 2 Ten (10) minute breaks to 20 minutes in the first half of the shift with no afternoon break on a 8 hour shift. as long as it does not interfere with production.

The Employer may establish an early starting time, or special shift if directed by the Owner on Private Projects and/or awarding bodies on Prevailing Wage and Public Works Projects (Examples – NDOT, SNWA, DOA, CCSD, CCGS – ETC...) and proper documentation must be provided, by first notifying the Union, in writing, and agreed to by the Union, at least twenty-four (24) hours prior to the shift change, if working hours are outside those contained within this Agreement. Overtime premiums shall not apply if proper notification is made, and agreed upon by the Union. The permission of the Union shall not be unreasonably withheld.

The Employer may, after first notifying the Union, work a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 4:30 a.m. and 6:30 p.m., Monday through Thursday, or Tuesday through Friday but not both, providing all basic trades on the work site work the

same shift. The four day work week shall remain in effect for a minimum of one week. On four ten hour shifts, if employees are required to work on their first or second scheduled day off, they shall be paid time and one-half (1 ½) for the first ten (10) hours. If employees are required to work on their third scheduled day off, and all other hours not mentioned above, they shall be paid at the double time rate.

The Employer may have the option of transferring labor crews currently working for the Contractors from job to job if so desired.

2. MULTIPLE SHIFTS:

When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that employees working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Article XVIII, (Public Works), Special Shifts. It is understood that a single and multiple shifts may work concurrently on a project.

When shifts are worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The second shift shall work seven and one-half (7 ½) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hour's straight time shall be paid, Monday through Friday.

All time worked or hours paid for after the above-specified work shifts in any one day or Saturday, Sunday and holidays shall be paid for at the applicable overtime rate.

3. SHIFT OVERTIME:

A. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work. Any time worked from Friday midnight to Sunday midnight or on holidays, outside the regular shift shall be paid for at the appropriate overtime rate. It is agreed that the Contractors and the Union may mutually agree upon different starting or quitting times for any of the above mentioned shift arrangements, per bid specifications.

Workers who are not employed on the job, or specific crew, during the regular working hours, shall not be permitted to work overtime on such job or crew until workers on that specific crew are given the first chance of refusal of said overtime work, if they are qualified to perform said work, then any other worker on that job site is offered an opportunity to work overtime, if they are so qualified, except where specialized work is to be performed and provided there is not sufficient number of specialty workers on the job.

B. Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before

the end of the previous shift not to report, and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four hours are worked in any one day, shall receive not less than six (6) hours' pay and if more than six (6) hours worked in any one day, shall receive not less than eight (8) hours' pay therefore, unless prevented from working for reasons beyond the control of the Contractor, including but not limited to, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time the employees are not required or requested to remain on the project by the Contractor or his agent. If an employee reports for work, and has not been told by the Employer that there will be no work due to an interruption, the employee shall be paid two (2) hours show-up pay at the applicable rate. If the employee is assigned work, and there is an interruption of the work, beyond the control of the Employer, as stated above, the employee shall receive a minimum of four (4) hours at the applicable rate. If the Employee has worked more than four (4) hours, and less than eight (8) hours, and there is a discontinuance of work, beyond the control of the employer, the employee shall receive actual hours worked at the applicable rate.

When working four tens, any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for three hours at the stipulated rate for so reporting unless he has been notified before the end of the previous shift not to report, and any employee who reports for work and for whom work is provided shall receive not less than 5 hours pay and if more than five hours are worked in any one day, shall receive not less than ten hours' pay therefore, unless prevented from working for reasons beyond the control of the Contractor, including but not limited to, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time the employees are not required or requested to remain on the project by the Contractor or his agent.

It is understood that on jobs or projects where employees are assigned to work with or in support of other crafts whose normal workday is less than eight (8) hours, the requirements of paragraph B above shall apply.

C. Employees shall travel to and from the job on their own time and by means of their own transportation. The employee shall not be required to carry material or company tools at any time in their private automobile.

D. An uninterrupted, established unpaid meal period of one-half ($\frac{1}{2}$) hour shall commence after the fourth hour and before the end of the fifth hour after the start time of each shift. If employees are required to work more than five (5) hours without a meal period, they shall receive a one-half ($\frac{1}{2}$) hour's pay at time and one-half ($1\frac{1}{2}$). In no event shall an employee be required to complete a full shift without a one-half ($\frac{1}{2}$) hour uninterrupted meal period. If an employee is not afforded an uninterrupted one-half ($\frac{1}{2}$) hour meal period during their regular shift, they shall be paid an additional one-half ($\frac{1}{2}$) hour of pay at time and one-half ($1\frac{1}{2}$). If employees are required to work more than ten (10) hours in a workday, or past 6:30 p.m., they shall be afforded a one-half ($\frac{1}{2}$) hour meal period for each five (5) hours after the established lunch period.

E. All wages must be paid by negotiable check showing all deductions, on the job site weekly on Thursdays for four (4) ten (10) hour shifts, and Fridays no later than one-half ($\frac{1}{2}$) hour before quitting time or Paycard, Direct Deposit or other manner allowed by State Law upon mutual agreement A special payday

may be established upon mutual agreement of the parties; however, the Employer may not hold back more than five (5) working days' pay under such special payday. When employees are laid off or discharged, except for cause, they must be paid in full, all monies due, at the time of such layoff or discharge, except for cause. In the event the employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of 40 hours per week, until the time such payments have been made or in accordance with the Grievance procedure or state law. The Contractors will notify the Employee and the Union Hiring Hall within 48 hours of a Lay off or Discharge when Employees are deemed not available for rehire.

When employees are paid by check on other than a local bank, the Employer must make arrangements for a local bank to honor his checks. Errors in final paychecks shall be brought to the attention of the Employer by the Employee within ten (10) working days, and if not corrected by the Employer within one (1) working day of notification by the Employee. It shall be reported to the Job Steward or Union, waiting time shall apply, unless caused by conditions outside of the Employer's control.

The Employer will not require a lien waiver as a condition precedent to receipt of a payroll check.

The Individual Employer shall show on the paycheck stubs the individual Employer's name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period.

An employee who voluntarily resigns or quits or is discharged for cause shall be paid all monies due not later than the employee's next regular payday.

ARTICLE XVII ZONE PAY AND TRAVEL TIME

1. ZONE PAY, Public Works Projects

a. Employees covered by this Agreement performing work on public works projects shall be entitled to the following wage rates for all hours worked. Zone distances are calculated from the City Hall, Las Vegas, Nevada by the most direct route by public roadway to:

ZONE WAGE RATE:

Zone 1 (0-50Miles)

Base Wage Rate

Zone 2 (50 miles and over)

\$3.75 above Base wage rate (including Laughlin, NV)

b. An employee reporting for work at the regular starting time and for whom no work is provided shall receive the appropriate zone pay differential for eight (8) hours, in addition to show-up pay.

c. The Union and the Contractor recognize that at times there may be certain problems in connection with the manning of projects and therefore a pre-job conference will be held only if requested by the employer or the Union within Fourteen (14) days from Start Date after awarding of project or notice to proceed Which ever comes first on jobs on Heavy Highway and on Building with list of all sub-contractors

in order to resolve such questions as to the number of employees to be brought in by the Contractor, the approximate number of employees to be hired locally, etc.

d. In cases where an employee is forced to leave a job prior to the end of his scheduled shift, as a result of an industrial injury, certified by medical evidence satisfactory to the Contractor, such employee shall suffer no reduction in wages for the balance of that day as a result of such injury. Contractors will notify the Union of a Serious or Life threatening injury or Hospitalization.

e. Employees shall be given a rest period of not less than eight (8) hours between the termination of any overtime work and the commencement of another straight time shift except in cases of emergency. If said rest period is not provided to the employee, the employee shall remain on the same overtime status as the last hour worked on the previous shift.

F. Contractors bidding work where zone pay would be required under the CBA/MLA may request from the Union a wavier under work preservation.

ARTICLE XVIII PUBLIC WORKS

PUBLIC WORKS - In the event an Employer bids a public works Project which is to be performed at a predetermined prevailing wage rate established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates shall apply From October 1st of every Year as those recognized by the State of Nevada Labor Commissioner. They Shall apply for Two (2) Years/24 Months from Start Date or Notice to Proceed whichever comes first, and include maintenance of benefits. CMAR/Design build projects that may include a delay in start time of Construction can be addressed at the prejob conference.

All Signatory Contractors Must complete the State and Federal Davis- Bacon Prevailing Wage Survey Forms and file them with both Governing Bodies every year by the due date. All Signatory Contractors agree to give Laborers Local # 872 copies of all survey forms completed and turned in. Signatory Contractors may also allow the Laborers Union to assist in filling out the Survey forms on behalf of the Signatory Contractor.

Maintain DBE language and the use of a PLA for certified companies based on owner and project requirements.

In the event an Employer submits a winning bid on public work and the project is contested and commences after the two year bid date, the wage rate shall apply according to the date of the bid including maintenance of benefits.

The Employer may institute two (2) shifts of eight (8) hours each if called for in the awarding governmental agency bid specifications, with written notification from the Employer to the Union. This provision shall apply only to Public Works jobs.

Special Shifts:

A Special Shift may be established under the following conditions:

1. The bid specifications clearly state that the work can only be performed during times outside the regular work day, as specified in this Agreement; and
2. Prior, written notification is given to the Union 48 hours prior to start of shift when feasible.
3. The Union is provided with a copy of the section of the specifications stating that shift, and the awarding governmental agency number of the job.

MONETARY INCREASES 5 Year Agreement:

The following increases become effective on the dates specified below or within the First pay period of the Month on Monetary increases.

July 1, 2018 - \$2.10 per hour *

July 1, 2019 - \$2.10 per hour *

July 1, 2020 - \$2.10 per hour *

July 1, 2021 - \$2.10 per hour *

July 1, 2022 - \$2.10 per hour *

**Per the Nevada/Utah District Council, the Local Union must increase its' supplemental dues by \$.01 for every \$.25 negotiated.*

The Union reserves the right to allocate a portion of the increases to wages, Health & Welfare, Pension, Vacation/Supplemental Dues and/or Training Fund on the first day of July of each year during the term of the Agreement, by giving the Contractors not less than forty five (45) days prior written notice.

WAGE INCREASE/ALLOCATIONS

Wage increase/allocations to this Agreement shall be implemented and paid to employees within 45 days of receipt of written notification from the Union to the Employer, and be paid retroactive to the effective date of such increase/allocation or within the first full week of the Employers pay period. A penalty of one (1) hour straight time rate of pay will be paid to employees for each day of waiting time beyond the 45 days, until such Wage Increase/Allocation payments are made.

The Union shall have the option of distributing these increases to straight time hourly wage rate or Fringe Benefit/Contribution Funds. The Union agrees it shall notify the Employer at least forty-five (45) days in advance of the proposed effective dates of the allocation of such monies.

LIGHT COMMERCIAL CONSTRUCTION

Light Commercial Construction shall be defined as all wood frame, concrete block, and poured-in-place concrete construction including tilt-ups, not more than two (2) stories in height, such as, but not limited to, shopping centers, stores, office buildings, and fast food establishments, but excluding hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed ten (10) million dollars, including pads, driveways, walkways, and patios; but excluding condominiums, curbs, gutters, sidewalks, and on-site underground utilities. Work covered by State or Federal prevailing wage laws is excluded from these provisions.

Employees, covered by this Agreement, performing on-site work on Light Commercial Construction may be paid seventy five percent (75%) of the regular wage rate and 100% benefits for the classifications set forth in Schedule "A" of this Agreement. Any work recovery rates on off-strip projects over 4 stories and/or under \$20 million must be approved by the Union prior to bidding the work. The wage rate contained herein may be adjusted to preserve work under this Agreement.

A Joint Labor-Management Committee consisting of three (3) Labor representatives and three (3) Management representatives shall be established, with the authority to exceed the limitations set out above as follows:

(i) Adjust the maximum twenty million dollars (\$20M), up to ten percent (10%) based on work order changes during the construction of the project.

(ii) Apply the Light Commercial Construction rate to a project where the total cost is under twenty million dollars (\$20M), but otherwise meets the definition in paragraph 2. In order to apply the Light Commercial Construction provision, the Employer must furnish, in writing, on the letterhead stationary of the Employer, a verification of its representation that the job/project is within such definition of Light Commercial Construction work.

The Joint Labor-Management Committee shall meet within five (5) days of a request from Labor or Management.

ARTICLE XIX EQUAL EMPLOYMENT OPPORTUNITY

The Contractors and the Union mutually recognize the need for implementing equal opportunity to all qualified employees and applicants for employment without regard to race, color, creed, age, sex, handicap, veteran status, citizenship, marital status, disability, or national origin. This obligation extends to: Hiring, placement, upgrading, transfer or demotion, recruitment, advertising or solicitation for employment, promotion, layoff, termination, rate of pay and other forms of compensation.

The above policy is consistent with the objectives set forth by Presidential Executive Order 11246 and other Federal and State Governmental requirements.

The parties hereto mutually agree to cooperate fully in implementing methods to achieve these objectives.

ARTICLE XX GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void, as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter into immediate negotiations thereon, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless they are found to be wholly inseparable from the remaining portion of this Agreement.

ARTICLE XXI CONTRACT ADMINISTRATION AND INDUSTRY FUND

Each Employer covered by this Agreement shall contribute the sum of fifteen (15) cents per hour for each hour worked by employees under the terms of this Agreement to the Contract Administration and Industry Fund. For the purpose of administering this Fund the individual Employer by becoming signatory to this Agreement does hereby designate the Employer Committee to act as agent in all matters concerning the Fund.

At any time during the term of this Agreement the Associations signatory hereto shall give sixty (60) days' advance notice in writing to the Union, this clause shall become null and void and will be deleted from the Agreement effective on the date specified in such notice.

At any time during the term of this Agreement, the Contractors may, upon thirty (30) days advance written notice to the Union, increase the contribution to the Contract Administration and Industry Fund not to exceed an additional three (3) cents per hour for each hour paid, with the option that all or a portion of any such increase may be designated to aid in funding an industry-sponsored affirmative action program. Such increase shall be an Employer contribution, added to the total package and shall not, in any manner, negatively affect the Employee's negotiated wage and/or benefits.

ARTICLE XXII TERMS-TERMINATION-RENEWAL

The term of this Agreement shall commence on the 1st day of July, 2018 , and continue until midnight, the 30th day of June, 2023 , and for additional periods of one year thereafter unless sixty (60) days prior to midnight, June 30, 2023 , or the end of any subsequent yearly period, the Contractor or Laborers Local 872, (hereinafter in the Article referred to as the "Union") gives written notice by certified mail of its desire to modify, amend and/or terminate this Agreement.

It is agreed that if The Federal Davis-Bacon Act or State Prevailing Wage Law is repealed this Agreement shall be opened for the purposes of re-negotiation of the provisions of that section only.

ARTICLE XXIII TRUST FUNDS CONTRIBUTIONS

TRUST FUNDS CONTRIBUTIONS -- The hourly trust fund contribution rates for work covered by this Agreement are contained in Schedule "B", incorporated herein as part of this Agreement.

A. TRUST FUNDS

1. HEALTH AND WELFARE FUND: A Health and Welfare Fund known as the Construction Industry and Laborers Health and Welfare Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated June 11, 1962, and subsequently amended and restated by the parties. The Contractors agree to abide by all terms and conditions of said Agreement and Declaration of Trust and by any rules and regulations or by-laws adopted by the Trustees of the Fund and further, to make payments to the Fund in the amount designated in Schedule "B" of the Agreement. The Contractors accept the Trustees appointed by the Associations as their Trustees. A minimum of 10% of the total negotiated increase shall be allocated to Health & Welfare.

2. PENSION FUND AND DC PENSION *

(a) PENSION FUND: A Pension Fund known as the Construction Industry and Laborers Joint Pension Trust has been established by an Agreement and Declaration of Trust dated January 1, 1969, which may be subsequently amended and restated by the parties. The Contractors agree to abide by said Agreement and Declaration of Trust and by any rules and regulations or by-laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in Schedule "B" of this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period employees are employed under the terms of their Agreement. It is understood and agreed between the parties and signatories to the Agreement and Declaration of Trust that to be included in any

individual allocation increasing the pension contribution rate paid by the Employers at the inception of or during the term of this Agreement must be a minimum of six (6) cents per hour to be designated for the purpose of reducing the Plan's amortization period. A minimum of 10% of the total negotiated increase shall be allocated to Pension Funds "A" and DC Pension .

*Should the members of Laborers Local # 872 choose to implement an Annuity Fund it shall fall under the DC Pension Fund.

(b) DC PENSION FUND: A Pension Fund, known as the Construction Industry and Laborers Joint Pension Trust DC Pension , has been established by an Agreement and Declaration of Trust dated July 1, 1998, which may be subsequently amended and restated by the parties. The Contractors agree to abide by said Agreement and Declaration of Trust and by any rules and regulations or by-laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in Schedule "B" of this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period employees are employed under the terms of their Agreement. A minimum of 10% of the total negotiated increase shall be allocated to Plan DC Pension Fund.

3. VACATION FUND: An Agreement and Declaration of Trust establishing a Laborers Vacation Trust Fund has been executed by the parties which may be subsequently amended and restated by the parties. The Contractors agree to abide by said Agreement and Declaration of Trust and by any rules and regulations or by laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in Schedule "B" of this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period employees are employed under the terms of this Agreement. A minimum of 10% of the total negotiated increase shall be allocated to Vacation Fund.

The Vacation Trust Agreement shall provide for vacation payments only once annually on December 1st , or at such time or under such arrangements as a majority of the Trustees so determine. There shall be no emergency draws.

4. SUPPLEMENTAL DUES

(a) Subject to the following conditions, the Contractor agrees that each employee may give written authorization to the Board of Trustees of the Laborers Vacation Trust Fund to pay the Union from the funds held by the Trustees on his behalf the amount designated in the authorization card for each hour of his employment (hours worked or paid) in each payroll period commencing July 1, 2005, as special Supplemental Dues owed by the employee to the Union.

(b) The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees, incidental to the accounting, administration, and remittance to the Union of the Supplemental Dues Payment shall be borne solely and entirely by the Union. The Contractors and Union agree to amend the Agreement and Declaration of Trust in the Laborers Vacation Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

(c) All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and to the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year of the period of this Agreement, whichever is sooner, terminating the authorization.

5. TRAINING FUND

A Training Fund known as the Southern Nevada Laborers, Local 872 Training Trust and Apprenticeship has been established by an Agreement and Declaration of Trust, which may be subsequently amended and restated by the parties. The Contractors agree to abide by all the terms and conditions of said Agreement and Declaration of Trust and by any rules and regulations or by-laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees, and further, to make payments to the Fund in the amount designated in Schedule "B" of this Agreement. Participation by the Contractors in said trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the duration of this Agreement and any renewals or extensions thereof or for the period employees are employed under the terms of this Agreement.

ARTICLE XXIV TRUST FUND RIGHTS AND REMEDIES DUES OBLIGATIONS

A. All Laborers Fringe Benefit Funds provided by this Agreement shall be jointly administered by Trustees designated equally between the Union and the Employers. The Union and the Association agree to make every effort to place an equal number of Employer Trustees from each Employer group on all Trust Funds and/or Labor-Management Funds referenced in this Agreement.

B. Except as to Employers previously bound to an Association agreement who have not been substantially delinquent as defined by the parties to this Agreement, each Employer shall post and maintain a bond to ensure payment of contributions to the Fringe Benefit Funds set forth in this Agreement and remittance of dues check-offs and contributions to the Union. The minimum amount of the bond shall be determined by the number of hours of work covered by this Agreement performed by employees of the Employer in the prior year. The minimum amount of the bond shall be as follows:

Number of Hours Worked	Minimum Bond
0 to 1,999 hours	\$ 5,000
2,000 to 4,999 hours	\$10,000
5,000 to 9,999 hours	\$20,000
10,000 to 19,999 hours	\$35,000
20,000 or more hours	\$50,000

C. In lieu of a bond or as a supplement to a bond, an Employer may, at the sole discretion and upon the sole consent of the Trustees of the Laborers Fringe Benefit Funds, furnish cash and/or collateral alternatives in satisfaction of this bonding requirement.

D. In the event the Trustees receive payment either on a bond or through forfeiture of a certificate or collateral alternative under this section of the Agreement and said payment is insufficient to satisfy the entire deficiency in the payment of contributions to the Fringe Benefit Funds set forth in this Agreement and in the remittance of dues check-offs to the Union, then the Trustees shall make a pro rata payment

to each of the Fringe Benefit Funds set forth in this Agreement and to the Union in an amount equivalent to the percentage of the total deficiency received by the Trustees through forfeiture of the bond or the certificate of deposit.

E. All payments required to be made by each Employer to the Health and Welfare Fund, Pension Funds, Vacation Fund, Joint Apprenticeship and Training Fund, and Grievance and/ Arbitration Industry Advancement Fund shall be due and payable to the appropriate fund no later than the tenth (10th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. Report and list each project separately by name and whether it is a prevailing wage project or private job, also list if the project is under the downtown agreement, P.L.A, or joint venture. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered to be in violation of this Agreement and a delinquent Employer. The grievance and arbitration procedure contained in Article IV expressly does not apply to any provision of this Article and exhaustion of the Grievance arbitration procedure shall not be a condition precedent to suit by the Fringe Benefit Funds or the Union. Within five (5) days of receipt of notice from the Administrative Office that an Employer is delinquent in the payment of any fringe benefits as set forth above, the Administrator will give written notice by certified mail or telegram (with copy to the General Contractor) to pay the delinquent amounts due all trust funds within four (4) working days from the receipt of such notice.

F. The Employers and the Union agree that in addition to all other rights and remedies provided for by this Agreement, the Union and/or the Laborers Fringe Benefit Funds shall notify the Association and any General Contractors that, upon reasonable belief, a signatory employer is delinquent to the Laborers Fringe Benefit Funds. This notice may be in the form of a letter specifically related to the delinquent employer or in the form of a delinquency list containing the names of all delinquent employers.

Upon receipt of such notice the General Contractor shall withhold all further payments to the delinquent employer, whether designated as retention money or otherwise, and upon proof satisfactory to the General Contractor shall pay over that money to the Funds until the entire delinquency for that job is cured. All signatory employers hereby agree that payment to the Funds by a General Contractor under this clause shall constitute payment by the delinquent employer to the extent of the amount paid.

G. The Employer agrees that in the event payment to the Funds by check results in the check being returned without payment, the Employer shall pay \$250.00 to the Funds. The Funds do not waive any right to any other liquidated damages to which they may be entitled.

H. The Union may withdraw Employees from any job to enforce payment of wages or contributions to the Laborers Fringe Benefit Funds for its direct employees, or to enforce payment to the Union of Union dues already deducted from the wages of Laborers. The Union must provide 5 business days notice of its intention to remove Laborers from a job to the Employer by registered or certified mail. No damages of any kind or nature shall be awarded or allowed against the Union or any officer or member thereof by reason of the withdrawal of employees from a job on which written notice has been given in accordance with this Agreement.

I. In the event that no workers are employed during a report period, a negative report and/or a final report shall be filed.

J. The books and records of the Employer shall be made available at reasonable times for inspection and audit by the accountants or other representatives of the Funds. The Employer shall retain, for a minimum period of six years, payroll and related records necessary for the conduct of a proper audit in

order that a duly designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid in full.

K. The Trustees of the Laborers' Benefit Trust Funds, when the Trustees deem it prudent, shall be required to take action against the delinquent Contractor and/or his Bond prior to taking any action whatsoever against the General Contractor the Contractor is contracted with.

ARTICLE XXV MISCELLANEOUS

A. Laborers Political Action League.

Subject to the conditions below, the Employer agrees that each employee may give written authorization to the Board of Trustees of the Laborers Vacation Trust Fund to deduct from the funds held by the Trustees in the employee's behalf the amount designated in the authorization card for each hour of employment (hours worked or paid) in each payroll period as a voluntary donation to the Laborers Political Action League for political purposes.

The Union shall bear the entire responsibility for obtaining the appropriate written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incidental to the accounting, administration, and remittance to the Laborers Political Action League of the payment shall be borne solely and entirely by the Laborers Political Action League. The Employers and the Union agree to amend the Agreement and Declaration of Trust in the Laborers Vacation Trust for the purpose of providing for the deduction for the forgoing purpose. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

B. LIUNA National Laborers Employers Cooperation & Education Trust Fund

Each Employer shall contribute to the LIUNA National Laborers Employers Cooperation & Education Trust Fund the amount designated in Schedule "B" of this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust and shall be remitted by the Trust to the National Laborers Employers Cooperation & Education Trust Fund.

C. Laborers Health & Safety Fund of North America

Each Employer shall contribute to the Laborers Health and Safety Fund of North America the amount designated in Schedule "B" of this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust for the purpose specified herein and shall be remitted by the Trust to the Laborers Health and Safety Fund of North America.

APPENDIX A DRUG AND ALCOHOL ABUSE DETECTION AND PREVENTION PROGRAM

The parties recognize the problems which drug abuse have created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management.

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substance is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.
2. All applicants or newly hired employees will undergo a drug screen at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug screen tests for all the time it takes to undergo the drug screen and paperwork up to a maximum of two (2) hours. If a member does not pass the drug test they shall not be paid and Contractor agrees to send a letter to the Dispatch Hiring hall on any failed Drug tests.
3. Applicants not passing the drug and/or alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and/or alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and/or alcohol screen. Applicants not passing the drug or alcohol screening will be subject to the terms and conditions set forth per the employment regulations for that project.
4. The Employer may require that an employee be tested for drugs and/or alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom must be a Union employee. This provision shall be applied in a non-discriminatory manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.
5. An Employer may require that an employee who contributed to an accident be tested for drugs and/or alcohol.
6. There will be no random drug and/or alcohol testing by the signatory Employer.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
8. A sufficient amount of urine sample shall be taken to allow for an initial test and a confirmation test. The initial test will be an Enzyme Multiplied Immunoassay Technique (EMIT) or an oral swab test approved by a Substance Abuse and Mental Health Services Agency (SAMHSA) certified laboratory. In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography - Mass Spectrometry (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long

term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

Any applicants who have been informed prior to referral of Employers requirements to pass a drug test and accept a referral and fails an Employer or Union required drug or alcohol test or is discharged for possessing, using or being under the influence of drugs or alcohol on the job shall be removed from the out-of-work-list for:

- 1st offense = 30 days
- 2nd offense = 90 days
- 3rd offense = 1 year

Additionally, the applicant must present the Union with documentation of the completion of an appropriate rehabilitation or counseling program. After the second offence, the applicant shall be responsible for rehabilitation and counseling at his or her own expense. The imposition of the suspension from the list shall not commence until the applicant returns to or re-registers for the out-of-work-list. The applicant will be responsible for re-registering again on the out-of-work-list after the specific suspension and they will be placed at the bottom of the list.

9. Present employees, if tested positive shall have the prerogative for a rehabilitation program at the employee's expense or through the Union's Health and Welfare Trust, if applicable, and so desired. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.
10. Any dispute which arises under this drug and/or alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.
11. In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and/or alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy and shall be discussed at the pre-job conference.
12. The established or operation of this policy shall not curtail any right of an employee found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
13. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.
14. There will be no individual random drug and/or alcohol testing by the signatory contractor. The Employers will be allowed to conduct periodic job site drug and/or alcohol testing on construction projects under the following conditions:
 1. All employees of the Employer on the job site must be tested; including office staff and Supervisory personnel.

- 2. Job site testing cannot commence sooner than thirty (30) days after start of the work on the project;
- 3. Prior to the start of periodic testing, a Business Rep will be allowed to conduct an educational period on Company time to explain the periodic job site drug and/or alcohol testing program to the affected employees;
- 4. Job site testing, including collection, retention and testing of specimens shall be in accordance with SAMHSA rules for safeguarding the integrity and accuracy of such tests and conducted by a laboratory certified by SAMHSA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, to be executed by their duly authorized representatives as of this 1st day of July 2018.

**FOR THE CONTRACTORS,
NEVADA CONTRACTORS ASSOCIATION:**

By: Sean Steward
Print Name

[Signature]
Signature

CEO
Title

8/13/18
Date

**NEGOTIATION COMMITTEE
FOR THE LABORERS INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 872:**

By: Thomas White
Thomas White
Business Manager-Secretary Treasurer

By: David McCune
David McCune
President

By: Marco Hernandez
Marco Hernandez
Vice President

By: Chelsy Torres
Chelsy Torres Executive Board

By: Mike DaSilva
Mike DaSilva

Executive Board
By: Archie Walden
Archie Walden

Executive Board
By: Lou DeSalvio
Lou DeSalvio
Executive Board

ADDENDUM C

Grievance of Disputes

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective

bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. “A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement.” United Steelworkers of Am. v. Warrior & Gulf Nav. Co., 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344, 361 (5th Cir. 2013) (“[W]e discern[] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause.” Citing, Blessing v. Freestone, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that “[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment.” D. R. Horton Inc., 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator’s knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Agreement shall be processed through the procedure for settlement of grievance and disputes in

Article IV, Business Agent and Job Steward and Settlement of Grievances and Disputes. The Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant to such Article. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, federal, state and local law concerning wage-hour requirements, wage payment, and meal or rest periods, including claims arising under the Fair Labor Standards Act and Nevada Revised Statutes (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Agreement which are deemed Contractual Disputes). This Appendix shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Nevada Equal Rights Commission, and the Workers' Compensation Section of the Nevada Department of Industrial Relations.

Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the procedure for settlement of grievance and disputes in Article IV or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article IV shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator

may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fee to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Agreement or other agreement(s) between the Union and a Contractor or the Association, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Agreement or other agreement(s) between the Union and a Contractor or the Association.

The parties agree to review this Appendix on a regular basis and as the law evolves, engage in good faith discussions to consider modifications to maintain its effectiveness.

HFB 1902906.1 S6358002



Master Labor Agreement

**Southern Nevada
Cement Masons
2017-2021**

OP&CMIA Local 797

SOUTHERN NEVADA CEMENT MASONS & A.G.C./N.C.A./U.B.C.A.

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MASTER LABOR AGREEMENT

BETWEEN

NEVADA CONTRACTORS ASSOCIATION
AND THEIR PROXIED EMPLOYERS
HEREINAFTER (N.C.A.)

ASSOCIATED GENERAL CONTRACTORS ASSOCIATION
AND THEIR PROXIED EMPLOYERS
HEREINAFTER (A.G.C.)

UNITED BUILDING CONTRACTORS ASSOCIATION
AND THEIR PROXIED EMPLOYERS
HEREINAFTER (U.B.C.A.)

AND

OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION 797

THIS AGREEMENT, entered into this day on behalf of those Employers who are now Nevada Contractor Association and their proxied Employers (hereinafter referred to as “the N.C.A.”), Associated General Contractors and their proxied Employers (hereinafter referred to as “the A.G.C.”), United Building Contractors Association and their proxied Employers (hereinafter referred to as “the U.B.C.A.”) and the Operative Plasterers’ and Cement Masons International Association, Local 797 (hereinafter referred to as “the Union”).

WITNESSETH:

PURPOSES:

WHEREAS, the Employers are engaged in general construction work in Southern Nevada; and

WHEREAS, in the performance of their present and future contracting operation, the Employers are employing and will employ large numbers of employees; and,

WHEREAS, the Employers desire to be assured of their ability to procure employees for all of the work which they may do in the area hereinafter defined as Southern Nevada in sufficient numbers and with the necessary skills to assure continuity of work in the completion of their construction contracts; and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for employees employed by the Employers and,

WHEREAS, it is the desire of the parties to establish effective methods for the settlement of misunderstandings, disputes and grievances between the parties, to the end that the Employers are assured continuity of operation and the employees are assured continuity of employment, industrial peace is maintained and the business of the industry efficiently maintained and increased;

NOW THEREFORE, in consideration of the promises of the parties, each of which shall be interdependent, it is hereby agreed;

ARTICLE 1

COVERAGE

1.01 Geographic Scope

This Agreement shall apply to and cover all employees of the Employers performing construction work as defined herein, within the area of Southern Nevada, more particularly the counties of Clark, Lincoln, Esmeralda and Nye. It is recognized that work covered by the Project Labor agreement for Construction at the Nevada Test Site and Tonopah Test Range shall be excluded from the coverage of this agreement.

1.02 Jurisdictional Scope

Covered work is that of the cement mason as defined in the International Constitution within the recognized jurisdiction of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local 797, area practice, and all work as may be awarded to them in the future, including past greenbook decisions of record and the procedures known as the Plan for the settlement of jurisdiction disputes in the construction industry. Be signed to and not limited to the following tasks:

- (1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
- (2) All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
- (3) All concrete construction such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the placing, pouring and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operations of laser screeds, roller screeds and any other mechanical screeds, all power driven floats and troweling machines shall be that of the Cement Mason. Cement Masons shall perform all mastic flooring work, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic, tile, and all other types of resilient floor covering.
- (4) Cement Masons shall perform the placing with material hose or chute or other device, screeding and finishing of all concrete and pervious concrete surfaces (including gunite, shotcrete and the handling of the cement gun or nozzle), underlayments, overlayments, the stamping, coloring, sealing, curing, waxing, broadcasting of colored stone chips, powdered steel, or coloring powder on concrete, including decorative finishes such as stenciling, staining, dyeing, densification, concrete polishing, sandblasting, grinding and the washing of all concrete construction. The forming and construction involved with any concrete countertop work (including additives and mosaics such as but not limited to glass and specialty aggregates and exposed aggregate). The use of any color pigment when mixed with cement base material including all specialty finishes such as acids staining, alcohol stain, etc., in any other form; mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with Cement Masons' trade. All custom and specialty imitation finishes, including but not limited to all ceramic materials,

custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme. All concrete repair, restoration and inspection work whether architectural or structural, including but not limited to coatings of cement and epoxy coatings of cement based, epoxy and urethanes, injections of epoxies and other repair materials and the use of fiber wrap and other materials used for the structural repair and renovation. Caulking of any type will be the work of the cement mason. Cement Masons shall have jurisdiction over the setting, building, fabricating and installation of all forms, perimeter forms, screeds, bulkheads, batter boards, pour strips, camfer strips for the purpose of containing, shaping or molding concrete, grout, epoxy grout, or any exotic or cement based material on a given line, shape or grade regardless of the composition of the form material. Formwork shall include but not be limited to foundations, sidewalks, curbs and gutters, steps, catch basin and drain inlets, walks, decks, stoops, approaches, etc. and shall include the preparation and setting of all screeds or lines and the use of the level, laser level, transit and builders level in connection with the forming, placement and finishing of all concrete and cement based surfaces or any other method used to determine grade elevation or line. Setting lines for concrete road machines and curb & gutter machines.

(5) The mixing, placing, rodding, spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material shall be the work of Cement Masons, all preparatory work on concrete construction to be finished, rubbed, such as sandblasting, cutting of nails, wires, wall ties, etc. All concrete repair processes including below grade and underground including the repair or modification in horizontal or vertical pipe, all vault pouring, pipe banding and shafting, patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or hand, diamond or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms and all glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete and all concrete segments such as tilt wall and pre-cast. The laying and finishing of Gypsum Material Roof. All dry packing, damp packing, pouring of grout, grouting and the pouring, mixing, handling, placing and pumping of all liquid grouts, epoxy grouts, damming or backer rod, caulking including all prep work for caulking, forming and operation of pressure pots in connection with all grouting operations as well as any finishing where required, and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, base plates, column plates, pipe restraints and so forth, which is set on concrete foundations. Grouting of window and door frames shall be the work of the Cement Mason. The saw cutting, scoring of joints, architectural cuts, the use of soft cut machines for construction joints, expansion or control or the cutting of any line that will be finished back to in old or new concrete shall continue to be the work of the Cement Mason.

(6) All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing, patching and paint prep of same. The finishing of all concrete surfaces by sandblasting, the washout method, bushhammering or any other method and the sealing of these same surfaces shall be the work of the Cement Mason.

(7) The curing of finished concrete, pervious concrete and grouting, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.

(8) All scarifying of concrete and underlayments/ overlayments, for any purpose including but not limited to bush hammering, needle grinding, water blasting, air blasting, bead blasting and sanding.

(9) The placing, spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, shall be the work of the Cement Mason: including all types of oxychloride granolithic, resinous, epoxy, mma (or similar product) and terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; the mixing, handling and application of any and all bonding agents by any means or methods; bonding; the preparation and all installation of ground or base courses, steps and cove base. All magnesite composition installation work of the OPCMIA shall be done under the supervision of a competent and qualified Cement Mason.

(10) Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or the method of application, or color of materials used, and regardless of the type of base these materials may be applied to.

(11) Cement Masons shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Cement Masons shall perform any and all work and use any and all new materials or techniques involved in cement construction including but not limited to what is known as green or sustainable construction technology.

ARTICLE 2

UNION RECOGNITION

The Employers have satisfied themselves that the Union represents a majority of employees performing work covered by this agreement and thereby recognizes the Union as the exclusive bargaining representative for all employees of the Employers hereinafter classified, over whom the Union has jurisdiction.

It is the intention of the parties to create a collective bargaining agreement within the meaning of section 9a of the National Labor Relations Act of 1947, as amended, and the units covered by this agreement are a voluntarily created multi-employer collective bargaining unit. The recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

The Union recognizes the Nevada Contractors Association, Associated General Contractors and the United Building Contractors Association as the sole and exclusive bargaining representative for its respective members who have authorized the N.C.A., A.G.C. and U.B.C.A. to represent them. A list of such authorizations has been furnished to the Union and the N.C.A., A.G.C. and U.B.C.A. agrees to immediately notify the Union when any authorization has been canceled or new authorizations have been executed.

The agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the agreement were entered into by each member individually. The Employer shall be, and continue to remain, liable under this agreement for the term, irrespective of whether such members shall resign from the Association prior to the expiration date of this agreement and such liability shall be deemed to have survived the termination of such membership and remain in force for the term of this agreement.

ARTICLE 3

SUB-CONTRACTING

To protect and preserve the work of employees covered by this Agreement which they have traditionally performed, the signatory Employer agrees that all on-site construction work covered by this Agreement shall be performed either by employees of the Employer or, if subcontracted, the work will be subcontracted to a person, firm or corporation signatory to this agreement.

Off-site work traditionally performed by employees of the Employer shall be performed either by the Employer or, if subcontracted, the wage, fringe benefit, common terms and conditions of this Agreement shall be applicable to all such work.

A subcontractor is defined as any person, firm or corporation who agrees under contract with the signatory Employer or his subcontractor to perform work covered by the Agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.

The purposes of this article is to preserve and protect the work opportunities normally available to Employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workman.

In some instances, an Employer signatory hereto joint ventures with a non-union employer to bid on certain projects.

If the Employer joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement.

However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

In the event this joint venture is successful in being low bidder and awarded a contract, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the signatory contracting partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement

This Agreement shall be binding upon each Employer, its successors, assigns and purchasers. The Employer agrees that it will not sell its assets or any portion of the business without first obtaining an agreement from the purchaser that it will abide by the terms of this Agreement for the term thereof.

The Employers also agree that any other work, which falls within the jurisdiction of Local 797, will be performed consistent with this Article.

In the event that a non-signatory Disadvantaged Business Enterprise is being utilized by a signatory Employer because of DBE requirements, the Employer and the Union shall meet fourteen (14) days prior to any commencement of work. The Employer and the Union will provide their best effort to sign the DBE entity to a one-job project labor agreement (PLA). If the DBE owner is unwilling to sign a PLA and his/her utilization is necessary to meet the project owner's requirement, the Union will consider waiving jurisdiction for the duration of the project. The DBE's must be certified by the awarding agency and the Employer will provide proof of the DBE certification.

The Parties to this Agreement agree that there may be instances when suitable, Union subcontractors may not be available for certain subcontracts. In such instances, the Employer will give written notice to the Union prior to the bid or the award of the subcontract and the Union will endeavor to locate suitable, Union subcontractors to bid the work. If the Employer and the Union are unable to locate such suitable, Union subcontractors, it is understood and agreed that the Employer will be relieved of Article 3 of the Master Labor Agreement covering subcontracting for such subcontracts.

ARTICLE 4

MANAGEMENT RIGHTS

All the rights, duties and prerogatives of the Employer to manage, control and direct its business operations and activities are vested in and retained by the Employer, including, the assignment and direction of its employees.

The Employer shall be the sole judge of the number and classifications of employees required to perform work subject to this agreement. The Employer shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion, and to reject any applicant for employment. If the employee is considered “ineligible for rehire”, the Employer is to inform the Union in writing. When the Employer has notified the Union in writing that a worker is ineligible for rehire, the Employer shall not be required to rehire the worker if dispatched at a later date unless they elect to do so. Applicants who are not eligible for rehire shall not be entitled to show up time or other compensation unless they are employed.

Because the Employer and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools or labor-saving devices; provided, however, that no employee shall be required to work under conditions that are injurious to his health or safety or are in conflict with present well established customs regulating such use.

This agreement supersedes all existing labor agreements heretofore in effect between the Employers and the Union.

No Employer signatory to this agreement shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Employers with employees represented by the Union performing similar work.

ARTICLE 5

STRIKES - LOCKOUTS

It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedure set forth in Article 7. During the term of this agreement, the Union shall not call or engage in, sanction or assist in any strike against, or any slowdown, or stoppage of the work of the Employer. The Union will urge the employees it represents to perform their services for the Employer, where required by the Employer to do so. During the term of this agreement, an Employer will not cause or permit any lockout of its employees represented by the Union.

If a signatory subcontractor is performing work on a project, during which time any other Employer(s) is declared to be unfair by the Building and Construction Trades Council and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this agreement, if, during the period of said stoppage of work, the employees represented by the Union fail to perform their work.

For the purposes of this Article, “Subcontractor” is understood to mean, where the signatory Employer is doing only part of the whole project and applies where the signatory Employer has received the contract for its portion of the project from the prime contractor on the project.

The prohibition on the Union calling or engaging in a strike, slow-down, or work stoppage does not apply if a signatory Employer fails to comply with or execute any settlement or decision reached under Article 7 of this agreement.

ARTICLE 6

JURISDICTIONAL DISPUTES

The Union guarantees, during the term hereof, that there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union.

The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this Agreement, the representatives of the Union involved will meet with the representatives of the Employers to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Employers shall be put into effect immediately.

If both parties agree, the Union and association can choose to arbitrate the jurisdictional dispute from an agreed upon list of arbitrators.

Jurisdictional disputes which cannot be resolved at the local levels shall be referred to the International Unions involved for determination. Such determination shall be reduced to writing, signed by the International Presidents or their authorized representatives. Upon receipt of evidence of an agreement, the determination shall be accepted by and become binding upon the Employer and the Union.

All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the grievance and arbitration procedure provided in this Agreement and not contractual.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

It is the purpose and the intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedures set forth in this section and that during the term of this agreement, the Union on behalf of whom this agreement is made shall not, call, engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Employer, and will require the employees it represents to perform their services for the Employer on the work described herein when required by said Employer to do so; and during the term of this agreement, a Employer signatory to this agreement shall not cause or permit any lockout of the employees represented by the Union whose behalf this agreement is made on work described herein.

In cases of violation, misunderstanding, or differences of opinion in interpretation of this agreement by either party, there shall be no cessation or stoppage of work except as in the cases where a signatory Employer fails to pay wages due or is delinquent in contributions to any trust fund established under this agreement.

Should a controversy, dispute or disagreement arise during the term of this agreement over interpretation and operations, the difference shall be adjusted in the following manner:

All complaints, to have any validity, must be filed in writing within twenty (20) days after the matter or dispute or disagreement is alleged to have occurred. Errors in paychecks must be filed in writing within ten (10) working days from payday. Upon receipt of a written report setting forth in detail the nature of the specific issue in controversy, a representative of the Union and a representative of the Employer shall attempt to reach a settlement of the dispute. If a settlement is not reached within five (5) days, the dispute or grievance shall be referred to the Grievance and Arbitration Administration Committee.

The parties may mutually agree, in writing (including emails), to extend the time limitations of any or all steps.

The Grievance and Arbitration Administrator and the Union shall establish procedures for the processing and scheduling of grievances in a timely manner. They shall establish a panel of independent and neutral arbitrators to hear and determine such grievances and disputes, with authority to issue final and binding awards, including appropriate remedies. The Arbitrator's fee and all incidental expenses shall be paid equally by the parties.

Any Employers represented by a different association can choose to be represented by that association in the grievance and arbitration procedure. Any determination in such cases shall not set a precedent or establish a practice for the Nevada Contractors Association and their proxied Employers and the Union.

No jurisdictional disputes involving the Union on whose behalf this agreement is made shall be submitted under this grievance and arbitration procedure, but shall be determined in the manner provided in Section (6) of this agreement. All Disputes or grievances arising out of the interpretation or application of any terms or conditions of this agreement shall be submitted for determination, and shall be determined by the procedures set forth in this Section (7).

It is expressly understood and agreed that in the event of arbitration, the arbitrator, in determining any grievance or dispute shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions in this agreement.

ARTICLE 8

DISPATCH PROCEDURES

The Union shall establish and maintain open and non-discriminatory lists for employees desiring employment on work covered by this Agreement, and such employees shall be entitled to registration and dispatch, subject to the provisions of this Article.

The Union shall post in places where notices to applicants for employment with the Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Article, and the Employers shall similarly post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangements.

The Employer will first call the Union Dispatch Office for all workers. If Union representatives are requested to supply workers, they will promptly relay such request to the Dispatch Office. Upon a Employer's request for employees, the Union will immediately refer qualified and competent registrants to that Employer in sufficient number as required by the Employer in the manner and under conditions specified in this Agreement.

The Dispatch Office shall maintain a list of registrants for work, kept current from day to day.

An Employer may request every employee by name provided said employee is available for such employment. Employers requesting such employees by name, however, do so only based on their knowledge of such individual employee's skill, qualifications and ability to perform the work involved by reason of:

- (a) Said employee having worked for the Employer within the past twenty-four (24) months or,
- (b) The Employer, having been advised of the employee's skill, qualifications, and ability by the superintendent, general foreman or foremen currently employed by said Employer under whose supervision said employee has performed the work involved within the past twenty-four (24) months.

Reasonable advance notice (but no later than sixteen (16) hours prior to the required reporting time) will be given by Employers to the Dispatch Office when requesting employees. In the event forty-eight (48) hours after such notice the Union has not been able to fill the request, then the Employer may hire employees from

elsewhere and will immediately report to the Union's Dispatch Office each such employee by name and classification.

A written "referral" slip will be given to each worker dispatched to a job, as evidence that the worker is being dispatched in accordance with the provision of the Agreement. No signatory Employer will permit anyone to begin work without first being provided with the referral slip.

Except in cases of emergency, no employees are to be borrowed or loaned to another Employer to avoid the hiring hall procedure. The Union agrees to indemnify and hold harmless the Employer from any claim or cause asserted as a violation of this section.

ARTICLE 9

BUSINESS REPRESENTATIVE AND CRAFT STEWARD

The Union's business agent, or special representative, shall have access to the project during working hours. He shall make every reasonable effort to advise the Employer, or Employer's representative, of his presence on the job site and shall not stop nor interfere with the work of any employee without the permission of the Employer or its representative.

When employees covered by this agreement are employed on a job, the Union shall designate a Craft Steward, who shall be a Cement Mason referred to the Employer by the Union. The Craft Steward shall perform his/her duties as a Craft Steward with the least amount of inconvenience to the Employer and the Employer shall allow the Craft Steward a reasonable amount of time for the performance of such duties. The Craft Steward is to work as an employee and not use the position as a Craft Steward to avoid performance of his/her duties as a Cement Mason. On overtime work, the Craft Steward shall always be the second Cement Mason employed for overtime work if he is qualified to perform such work. The Craft Steward is to work up to the completion of the job and shall be the second-to-last Cement Mason to be discharged as long as he/she is qualified to perform the remaining work.

The Craft Steward may be discharged for cause. The Union reserves the right in its sole discretion to remove any Craft Steward as Craft Steward. Prior to lay-off of the Craft Steward, the Employer agrees to notify the Union in writing 24 hours in advance and agree to meet with the Union if requested.

The term Craft Steward as used in this Agreement means only those employees covered by this Agreement who have been trained and certified by the Union to serve as a Craft Steward.

The Craft Steward shall monitor the Employer's compliance with the Agreement and shall receive disputes from covered employees. In the event that the Craft Steward becomes aware of a grievance, the Craft Steward shall immediately report it to the Business Agent who shall immediately attempt to adjust said grievance or dispute with the Employer or his representative in accordance with the procedures set forth in Article 7. The Craft Steward shall not stop the individual Employer's work for any reason or tell any employee covered by this Agreement that he cannot work on the job.

ARTICLE 10

FOREMEN, GENERAL FOREMEN AND ARTISANS

The selection of the individual who will be Foreman, General Foreman or Artisan is at the sole discretion of the Employer. The foreman, General foreman and/or Artisan shall be an employee working within the jurisdiction of Local 797. When two (2) or more journeymen are employed by an Employer, one (1) shall be designated as a working foreman and shall receive foreman's pay. A foreman shall supervise no more than ten

(10) employees. If an Employer has more than one (1) foreman, a General Foreman shall be designated and receive General Foreman's pay. If a craftsperson supervises other craftsperson from all trades in directing artistic and theme compositions, including but not limited to artistic saw cuts, sandblasting, theme staining and rock carving, at the discretion of the Employer, that craftsperson shall be paid the Artisan rate. There would be no more than one Artisan per project and the Artisan may also work with their tools. At the conclusion of the artistic portion of the Project, the Artisan's wage rate at the discretion of the Employer may return to his or her appropriate rate.

The foreman may work with the tools of the trade.

A Foreman may supervise the work of employees in more than one craft. If a dispute arises with respect to this supervision, the dispute shall be resolved according to the procedure set for in Article 7 of this Agreement on the basis of custom and practice. Artisans may work with the tools of the trade at the rate of pay in Appendix A. Artisans may direct all craft employees.

Only in cases of emergency may Superintendents, Assistant Superintendents and Master Mechanics act in the capacity of a foreman or work with the tools of this craft. When doing such work, these employees shall be subject to all of the terms of this Agreement.

ARTICLE 11

SCHEDULING OF SHIFTS

11.01 Single Shifts

Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 2:00 a.m. and 5:00 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time or deviation of the scheduled meal time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward, provided that no work is started prior to 2:00 a.m. without written agreement of the Union before starting time or meal period. The Employer shall give written notification of the deviation in starting time or meal period to the Union not less than 24 hours prior to the starting time of the deviation, and such notice shall contain the following information:

1. Address of the job.
2. Starting deviation hour or meal period.
3. Start date for deviation.
4. Reason for deviation.
5. Approximate ending date of deviation.

Shift starting time on high-rise projects above six stories shall commence at ground level elevator entrance.

Overtime rates shall not be paid for work performed before 2:00 a.m. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 2:00 a.m. at the rate of time and one-half (1 ½ X) Monday through Saturday, or double time (2 X), if occurring on a Sunday or holiday.

The Employer may, after first notifying the Union in writing, establish a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 2:00 a.m. and 6:30 p.m. Monday through Thursday or Tuesday through Friday, provided all basic trades on the job site work the same shift.

11.02 Special Shifts

When the Employer produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside, or in addition to, the regular day shift due to safety conditions or other requirements, the Employer may establish a special single or second shift. An employee on such shift shall work eight (8) consecutive hours, exclusive of meal period, for which the employee shall receive eight (8) hours' pay at the straight time rate of pay, Monday through Friday.

This section will not apply when the bid specifications require any two shifts within a 24-hour period, provided that the swing/graveyard shift work extends over at least three (3) days with the same workmen, on the same jobsite, at the same starting time. Under such circumstances, employees will work eight hours for eight hours' pay. Article 12, sections 12:01 through 12:05 are not affected by this provision.

11.03 Multiple Shifts

When so elected by the Employer, multiple shifts may be established for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. Workers on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event, shall the regular working hours of shifts overlap, and any interval between shifts shall not exceed one (1) hour, except when a special shift is established. A single and multiple shift may work concurrently on a project.

The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

ARTICLE 12

PAYMENT OF WAGES

12.01 Wages Rates

The hourly wage rates and classifications on all work covered by the terms of this Agreement shall be in accordance with Appendices "A" and "B", incorporated herein as part of this Agreement.

The Union reserves the right to allocate a portion of the wage rate to health and welfare, pension and/or vacation/supplemental dues on the first day of July of each year during the term of the Agreement and will give the Employer not less than sixty (60) days prior written notice of such allocation.

12.02 Show up Pay

Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the appropriate rate for so reporting, unless they have been notified before the end of the last preceding shift not to report. It is agreed that a maximum of two (2) hours show up time pay for pre-hire drug testing.

Any employee who reports for work and for whom some work is provided shall receive not less than four (4) hours' pay; and, if more than four (4) hours are worked in any one day, the employee shall receive not less than eight (8) hours' pay, unless prevented from working for reasons beyond the control of the Employer, including, but not limited to such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the Employer or his agent.

Upon starting work pouring concrete under adverse weather, such as rain or wind, and continuing past lunch period, employees shall receive no less than eight (8) hours pay.

12.03 Zone Pay

In addition to the Base Wage Rate, employees shall be entitled to the following hourly zone pay sums on jobs located fifty (50) miles or more from the City Hall of Las Vegas, Nevada:

Zone 1	0-50 miles	Base Rate
Zone 2	over 50 miles	\$4.00 per hour

The area within Boulder City and up to five (5) miles from city hall by legal paved roadway (from the downtown area of Boulder City) shall be considered a free zone.

No zone pay will be paid when the legal residence of the employee, at the time a job is bid or commitment made on non-bid jobs, is located within a fifteen (15) mile radius of the center of the job.

An employee who is required to report or perform any work in a zone pay area for any portion of the day or shift shall receive the established zone pay rate for the entire day or shift.

12.04 Contractor Late Calls

When an employee reports for work on a job or project after the regular starting time of the shift as a result of a late call for additional employees by the Employer or his/her authorized representative, the employee shall be paid from the regular starting time, except where the late call was caused by failure of the regular employee to report for work, or except in cases where more than one (1) hour elapses between the time of the Employer's call and the time the employee dispatched reports to the job ready for work, providing the project is within the Free Zone.

12.05 Multiple Shifts

When two or three shifts are worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours' straight time shall be paid, Monday through Friday. The second shift shall work seven and one-half (1-1/2) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. If other Labor groups institute a "work for 8, paid for 8" for two or three shifts as a standard policy or by job, an M.O.U. will be immediately created allowing same.

12.06 General Requirements

All wages must be paid weekly by paycheck, direct deposit, paycard or other acceptable form of payment mutually agreed upon by the parties to this agreement and shall be paid at least fifteen (15) minutes before the end of the shift. If an Employer offers pay options such as direct deposit, paycard, etc., the pay advice shall be issued, to employees who choose this form of payment, at the same time and location that standard paychecks are typically issued or by methods mutually agreed upon by the parties to this agreement. The individual

Employer shall show on the paycheck stubs or pay advice the individual Employer's name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period. An employee who is laid off or terminated will be paid all wages, due at the time of termination or layoff, in accordance with the provisions of the Nevada Labor Laws. There shall not be more than five (5) days' holdback time.

Any employee who reports without his necessary hand tools or in an unfit condition to work and who is not hired for such reasons shall not be entitled to any show-up time or travel and subsistence pay. Any terminated employee shall be paid only for actual hours worked on the day of termination.

ARTICLE 13

PREMIUM PAY

13.01 Overtime

The first two (2) hours outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1-1/2) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten (10) hours are at the rate of 2X double time Monday through Saturday.

For employees on the second shift, all hours worked in excess of seven and one-half (7-1/2); for employees on the third shift, all hours worked in excess of seven (7) hours, and hours worked on Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate.

For those employees working on a properly established shift of ten (10) hours per day, four (4) days per week, any worked performed outside the established four (4) ten (10) shift will be paid at the applicable overtime rates as described above.

On special shifts, when it is necessary to begin or end a shift during Sunday hours in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturday, Sunday, and Holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate.

13.02 Foreman, General Foreman and Artisan

Foreman rate will be 10% above journeyman Cement Mason Base Wage rate.

General Foreman rate will be 15% above journeyman Cement Mason Base Wage rate.

Artisan rate will be 20% above journeyman Cement Mason Base Wage rate.

ARTICLE 14

WORKING RULES

14.01 Transportation of Employees and Tools

Employees shall travel to and from the job on their own time and by means of their own transportation, outside of their regular working hours.

Journeyman shall be required to furnish and transport hand tools necessary for the performance of the job; however, except for general foremen, foremen, and employees with Employer's transportation, no worker shall be required to furnish or transport any power tools, Fresno trowels, troweling machines, bull floats or tamps.

14.02 Lunch

Employees shall be afforded an uninterrupted lunch period of one-half (1/2) hours. Said lunch period shall be provided beginning three (3) hours after beginning of the shift. Under all circumstances, and without exception, the employee shall be afforded a one-half (1/2) hour lunch period as job conditions permit no later than five and one-half (5-1/2) hours from starting time. Meal periods may be staggered to meet job requirements. Should any employee work in excess of ten (10) hours, an additional one-half (1/2) hour meal period on the Employer's time shall be afforded at that time and every four (4) hours thereafter.

If no lunch period is given, employees shall receive one-half (1/2) hour's pay at time and one-half (1-1/2) over and above pay for the hours worked.

If an employee is not afforded a one-half (1/2) hour lunch period on an overtime day, the employee shall be compensated for the lost lunch period at the appropriate overtime rate.

14.03 Health and Safety Issues

In order to be eligible for dispatch under this agreement a worker must have the minimum valid certifications for the following training; scissor lift, boom lift, scaffold user and OSHA certifications. If additional certifications are required, they will be noted on the dispatch request.

Due to the employee's potential exposure to noisy conditions as well as exposure to silica dust, the Employer and the Union agree to work with the JATC Board to evaluate and determine an appropriate manner of screening in regard to hearing loss prevention and respiratory matters, including screening requirements established by OSHA.

No employee shall be required to work under conditions which are in contravention of State Workers Compensation safety orders or regulations. No finishing machine shall be used unless it has a satisfactory guard. All long-handled tools shall have fiberglass handles or be made of non-conductive materials. No work shall be left under machine finish, unless called for by the owner or General Contractor.

During summer months, cool water, proper drinking cups and salt tablets shall be made available.

Access to proper and sanitary toilets shall be provided.

All safety tools as well as specialty tools will be furnished by the Employer.

14.04 Pre-Job Conferences

Pre-job conferences on all projects covered under the terms of this Agreement shall be held as follows:

1. On all jobs where the cost of the project exceeds ten (10) million dollars.
2. On all jobs where the Employer, including a subcontractor, does not have a bona fide office within the jurisdiction of Local 797.
3. For local Employers, pre-job conferences shall be held by mutual agreement of the Employer and the Union provided the Employer, upon request by the Union, shall provide the Union, in writing, the name, Address and approximate starting date of each subcontractor.

4. Where special conditions warrant a pre-job conference

In the event that an Employer at a pre-job conference, or upon the request of the Union in the case of a local Employer, does not possess the names of all subcontractors then available, then the Employer will notify the Union of the name, including the address and approximate starting date of each subcontractor when such information is available to the Employer.

All pre-job conferences shall be held at least one week before the commencement of the job.

It is recognized that in the employ of Employers are certain key employees who are necessary to the efficient continuity of their operations. It is, therefore, agreed that Employers from out of the Southern Nevada area who are moving in or returning to perform a project in this area shall be permitted to transfer a maximum of one key employee into the area covered by this Agreement and not to exceed such additional number as may be agreed upon in a pre-job conference.

14.05 High-rise Projects

On high-rise construction projects where extreme weather conditions exist (cold weather and wind), consideration shall be given toward providing suitable shelter for employees to utilize during lunch period. On such projects, in the event an Employer chooses to provide storage for personal hand tools of employees on a job, and in the event of loss or damage to such tools while in the Employers control, the Employer shall replace the tools upon proper verification of the loss.

14.06 Miscellaneous

Fifteen (15) minutes before the end of a shift shall be granted for clean-up time for tools and equipment.

No employee is permitted to work on piecework or accept contracts or lump sum payments for the employee's services, nor shall the employee rent or load equipment tools or trucks to the Employer.

14.07 Apprentice Ratio

Employers who employ two journeymen steadily must employ an apprentice. Additional apprentices must be employed in the ratio of one (1) apprentice to four (4) journeymen, if available.

14.08 Make-Up Day

The Employer shall be allowed to work a make-up day under the following conditions:

- 1) Must be the result of inclement weather or other conditions beyond the control of the Employer;
- 2) Must be job site-specific;
- 3) Will not be mandatory and every employee will be given the opportunity to work or refuse to work without penalty;
- 4) The Union, Employer, and the employee shall sign off on the make-up day prior to make-up day;
- 5) Overtime rates will be paid to all employees if any craft is paid overtime. Otherwise, in all respects, the make-up day shall be treated exactly as the day missed.

ARTICLE 15

TRUST FUND OBLIGATIONS

15.01 General Obligations

All payments required to be made by each Employer to the Vacation Savings Plan, the Health and Welfare Trust Fund, the Pension Trust Fund, and the Apprenticeship Training Trust under this Agreement, shall be due and payable to the appropriate Trust Fund no later than the thirtieth (30th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payment by the thirtieth (30th) day of the month shall be considered as in violation of this Agreement and a delinquent Employer. The Union has the right to withhold services from any and all jobs of such delinquent Employers or Subcontractors, if proper payment is not made. Should the Union withhold services from any delinquent Employers for any and all jobs covered by this Agreement, it will not be considered a violation of the no strike-no lockout clause contained in this Agreement. The Employer agrees to comply with the Joint Trust Fund Collection Policy in existence at the time of this Agreement and as amended by the Board of Trustees.

15.02 Surety Bond

Any Employer who is adjudged a habitual delinquent in the payment of any contributions to any trust fund established under this Agreement shall be required to post a cash or surety bond in the amount of one hundred thousand dollars (\$100,000.00). Such bond shall be deposited with a custodian designated by the trustees within ten (10) days of this notice to the Employer requiring the Employer to post the bond. The duration of the bond shall be determined by the trustees. The failure of an Employer to post such a bond shall be considered a violation of this Agreement, and the Union shall have the right to take economic action including, but not limited to, the right to withhold services, refuse to dispatch employees, and take strike action against such a Employer.

- A. Each Employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

NUMBER OF EMPLOYEES	FACE AMOUNT
0-5	\$ 7,000.00
6-12	12,000.00
13-25	25,000.00
26-50	50,000.00
51-75	75,000.00
76 or more	100,000.00

- B. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an Employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Employer, in addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer.

15.03 Health and Welfare

A Health and Welfare Fund known as the Cement Masons' and Plasterers' Health and Welfare Fund has been established by the Employers and the Union by an Agreement and Declaration of Trust dated August 1, 1968, and subsequently amended by the parties. The Employers agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amounts designated in Appendices A and B of this Agreement. Participation by the Employers in said Trust shall be for the duration of this Agreement and any renewals of extensions thereof, or for the period employees are employed under the terms of this Agreement. The Employers accept the trustees appointed by the Associations as their trustees.

15.04 Pension Fund

A Pension Fund known as the Cement Masons' and Plasterers' Pension Trust has been established by an Agreement and Declaration of Trust dated July 1, 1975, and which may be subsequently amended by the parties to this Agreement. The Employers agree to abide by said agreement and Declaration of Trust, to accept the trustees appointed by the Associations as their trustees, and, further, to make payments to the Fund in the amount determined in Appendices A and B of this Agreement. Participation by the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period employees are employed under the terms of this Agreement.

15.05 Vacations Savings Plan

During the term of this Agreement and any extensions or renewals thereof, the Employer shall make payments to the Cement Masons' and Plasterers' Joint Vacation Trust Fund in the amount designated in Appendices A and B of this Agreement. An Agreement and Declaration of Trust establishing such Trust Fund has been executed by the parties and all Employers accept the Trustees appointed by the Associations as their trustees. All Employers further agree to remit their contributions at the time and in the manner prescribed by the Board of Trustees.

15.06 Supplemental & International Dues

Subject to the following conditions, the Employer agrees that each employee may give written authorization to the Board of Trustees of the Cement Masons' and Plasterers' Vacation Savings Trust to pay to the Union from funds held by the Trustees on behalf of the employee the sum as designated in Appendix "A" of for each hour worked in each payroll period as supplemental dues & international dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues & international dues payments shall be borne solely and entirely by the Union. The Employers and Union agree to amend the Agreement and Declaration of Trust in the Cement Masons' and Plasterers' Vacation Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year or of the period of this Agreement, whichever is sooner, terminating the authorization.

15.07 Apprenticeship Fund Contributions

During the term of the Agreement the Employers shall make payments to the Cement Masons' and Plasterers' Joint Apprenticeship Trust Fund in the amount designated in Schedule A of this Agreement. An Agreement and Declaration of Trust establishing such Trust Fund has been executed by the parties and all Employers signatory hereto agree to accept the Trustees appointed by the Associations as their Trustees and to remit their contributions at the times and in the manner prescribed by the Board of Trustees.

15.08 Contract Administration Fund

The Union recognizes that the Association needs to expend certain sums to administer this Labor Agreement on behalf of signatory Employers and promote programs designed to improve the Union Construction Industry. During the term of this Agreement and any extension or renewals thereof, each individual Employer covered by this Agreement shall contribute the sum of fifteen (15) cents per hour for each hour worked by employees under the terms of this Agreement to the appropriate contract administration and industry fund. All independent Employers signatory hereto shall be represented by the Nevada Contractors Association and the fifteen (15) cents per hour for employees of the independent Employers shall be paid to the Nevada Contractors Association. For the purpose of administering this fund the individual Employer by becoming signatory to this Agreement does hereby designate the appropriate Employer committee to act as agent in all matters concerning the fund. At any time during the term of this Agreement the Employers may, upon thirty (30) days advanced written notice to the Union, increase the contribution to the Contract administration and Industry Fund not to exceed an additional five (5) cents per hour for each hour paid. The Association agrees to meet monthly to update the Contract Administration and Industry Fund Distribution list. All Employer associations have an equal number of seats on the trust funds as trustees on the board of trustees and if the number is expanded over four on the Employer side the Union agrees to add additional trustees to equal Employer association trustees.

15.09 International Training Fund

During the term of this Agreement, and any extensions or renewals thereof, the Employers shall make payments to the Cement Masons' and Plasterers' Joint Trust Funds in the amount designated for International Training Fund (ITF) in Appendix A of this Agreement. The Cement Masons' and Plasterers' Joint Trust Funds third party administrator shall forward the ITF contributions, along with a detailed report, to the OPCMIA International Training Fund each month. Each signatory Employer agrees to be bound by all rules, regulations and procedures adopted by the ITF Board of Trustees and all actions taken by them within the scope of their authority. Each signatory Employer also authorizes the parties to the ITF Trust Agreement to appoint Trustees and successor Trustees to administer the Trust Fund and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

ARTICLE 16

PUBLIC WORKS PROJECTS

On a project being performed under the prevailing wages published at the time of bidding for a specific project, wages paid will remain in effect as per that prevailing wage rate for the duration of that project. Any wage increases negotiated in this contract shall not apply. The published wage rates will remain frozen for (2) years after the start date of the project. The employees on the project shall also receive maintenance of benefits after two (2) years.

If the bid specifications require a Sunday night through Thursday night shift, workers will be paid for the eight (8) hour shift on Sunday at the straight time rate, as long as the Sunday shift ends on Monday; otherwise, they will receive premium pay.

If the Davis-Bacon Act or state prevailing wage law is repealed or amended, this Agreement shall be opened for the purpose of negotiation of the provisions of this section only.

Workers on public works projects shall be entitled to receive the following Zone Pay on jobs located fifty (50) miles or more from the City Hall of Las Vegas, Nevada:

Zone 1	0-50 miles	Base Rate
Zone 2	over 50 miles	\$4.00 per hour above Base Wage rate

Employees reporting for work at the regular starting time and for whom no work is provided, shall receive the appropriate zone pay for eight (8) hours, and in addition to show up pay. Unless terminated for cause, employees are entitled to a minimum of eight (8) hours' outside zone one (1) pay for any zone day on which they work.

ARTICLE 17

HOLIDAYS

The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day, except in cases of extreme urgency.

ARTICLE 18

SAVINGS CLAUSE

It is not the intent of either party to violate any laws or any rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties agree that, in the event any provisions of the Agreement are held or constituted to be void, as being in contravention of any such laws, rulings, or regulations, the parties agree to enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE 19

GENERAL PROVISIONS

The individuals signing this agreement in their official capacity and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organization that their signatories purport to represent.

This agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make changes. The parties shall not be bound by or liable for any statements, representation, promise, inducement or agreement not set forth herein.

Any provision or procedures contained in the bylaws of the Union which relate to the relations between the Employers and their employees, in conflict with the terms of this agreement, shall deemed to be waived, and such bylaws and procedures which may hereafter be adopted by the Union shall have no application to the work hereunder, to the extent they are in conflict.

No party to this agreement shall cancel the agreement because of a claimed breach thereof, or file any action for damages because of a claimed breach of this agreement, without first giving notice in writing to the other party and allowing three (3) days to such other party for redress or correction. Nothing contained in this section shall be deemed to limit the rights of the Union under Article 7 of this agreement.

ARTICLE 20

MARKET RECOVERY COMMITTEE

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive positions of the individual Employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer associations party to this agreement. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for the employees and individual Employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

ARTICLE 21

LABOR-MANAGEMENT COMMITTEE

Labor and management shall meet no less than once per quarter to discuss any and all related market conditions, product training, Apprentice/Journeyman training, current and future labor requirements. The labor-management meetings will be coordinated and scheduled by NCA.

ARTICLE 22

JOURNEYMAN UPGRADING

The Union shall continue to manage an upgrading program for all members.

ARTICLE 23

SUBSTANCE ABUSE PREVENTION POLICY

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug/alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management.

- (1) It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substance is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

- (2) All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not less than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be established by the Federal Department of Health and Human Services. The facility where the sample is tested will be approved by The Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two (2) hours travel time plus lab time. If an employee fails any drug test and has time coming to him or her, the Employer may withhold the cost of the drug test from the final check. Employers may use an oral fluid test or urine screen, solely as a type of pre-employment screening process. Testing procedures shall be conducted in a manner consistent with the products' manufacturing specifications ("Avitar ORAL screen" or Branam Medical Corp. "Oratect"). Any "non-negative" test results shall be designated as inconclusive. Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedure set forth in this collective bargaining agreement to confirm results.
- (3) Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.
- (4) The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the Employee is impaired from performing his/her job. Observation must be made by a least two (2) persons, one (1) of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. For employees who refuse to take a test where the prerequisites set for in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.
- (5) An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol.
- (6) Unannounced, random selection alcohol and/or drug testing of all employees may be conducted from time-to-time at the discretion of management. Employees will be chosen at random by use of a random selection process using a random number generator. In addition, an employee who has voluntarily sought rehabilitation from alcohol or drug abuse and who has returned to work following the successful completion of such a program may be subject to unannounced follow-up testing, for a period of up to but no longer than two (2) years. It is agreed that all employees working for Employer are subject to this policy.
- (7) It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
- (8) Drug and alcohol testing will be in compliance with the respective Employer's Drug & Alcohol Policy.
- (9) Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.
- (10) Any dispute which arises under this drug/alcohol policy shall be submitted to the grievance and arbitration procedure set forth in this Agreement.

(11) In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner’s drug/alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.

(12) The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

(13) The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer’s application of the Substance Abuse Program.

The Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

- (1) All of the Employees of the Employer employed on the site must be tested;
- (2) Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

ARTICLE 24

TERM – TERMINATION – RENEWAL

The term of this Agreement shall be from the first day of July 2017 through June 30, 2021, and for additional periods of one (1) year thereafter, unless sixty (60) days’ prior to June 30, 2021, or the end of any subsequent yearly period, the Association or an individual signatory Employers or the Union gives written notice by registered mail of its desire to change, amend, modify or terminate this Agreement.

The Union agrees that in the event that either party should exercise its right under the first paragraph of this section, the Union will, for a period of sixty (60) days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for the work herein covered, and the Employer agrees to bargain in the same manner.

In the event the parties engage in negotiations to amend, modify or negotiate a new Agreement and no agreement is reached between the parties and a strike or a lockout occurs, the parties will continue to negotiate with each other until an agreement is reached or impasse.

Nevada Contractors Association

**Operative Plasterers’ and Cement Masons
International Local 797**

Date _____

Date _____

Dan O’Shea
Director of Labor Relations

Marc Leavitt
Business Manager/Financial Secretary

Associated General Contractors

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Date _____

Dan O'Shea
Director of Labor Relations

Marc Leavitt
Business Manager/Financial Secretary

United Building Contractors Association

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Date _____

Dan O'Shea
Director of Labor Relations

Marc Leavitt
Business Manager/Financial Secretary

APPENDIX A

BASE WAGE RATES FOR JOURNEYMEN

Effective Date	<u>July 1, 2016</u>
Base Wage Rate (Includes Vacation/Sup Dues/International Work dues)	\$37.51
Health & Welfare	\$ 8.05
Pension	\$ 5.59
Apprenticeship	\$.91
International Training Fund	\$.07
C. A. F.	<u>\$.15</u>
Total	\$52.28

Breakdown for Vacation, Supplemental Dues and International Dues.

Vacation	\$3.00
Supplemental Dues	\$1.30
<u>International Working Dues</u>	<u>\$0.52</u>
Total	\$4.82

The wage package increase to be effective as of 7/1/17 shall be \$1.65, to be allocated by the Union.
 The wage package increase to be effective as of 7/1/18 shall be \$1.65, to be allocated by the Union.
 The wage package increase to be effective as of 7/1/19 shall be \$1.75, to be allocated by the Union.
 The wage package increase to be effective as of 7/1/20 shall be \$2.00, to be allocated by the Union.

Wage increase allocations for each year will be made in April of each increase year and the Associations and Employers will be notified directly after the Allocation Meeting by mail, email or fax. Increases will be effective the first full pay period in July of each year.

In the event that the Union fails to provide at least 30 days notice prior to July 1st of each allocation year, those increases will not take effect until this notice provision is satisfied. No retroactive payment of wages or benefits will be made by the Employers if this notice goes beyond the scheduled increase date. This does not apply in years of contract negotiations.

Fringe benefit contributions shall be paid at the regular rate on all hours worked. The total base wage including Vacation/Supplemental dues to be paid at the appropriate overtime rate when overtime hours are worked.

All overtime to be figured off of base rate, then the \$4.82 for vacation, supplemental dues and international dues will be deducted after taxes and submitted to applicable trust funds along with all other fringes.

Foreman wage rates shall be 10% above the journeyman Base Wage Rate.

General Foreman wage rate shall be 15% above the journeyman Base Wage Rate.

Artisan wage rate shall be 20% above the journeyman Base Wage Rate.

APPENDIX B

BASE WAGE RATES FOR APPRENTICES

Apprentices shall be paid a progressive basis of the journeyman's Base Wage Rate, provided, however, that no apprentice shall receive an increase in pay at the end of any one period, unless his progress on the job and related technical instruction is deemed satisfactory by the Joint Apprenticeship Committee. The current apprenticeship is a four (4) year five thousand (5,000) hour term. The Employer understands that the training period minimum hours and base wage may be modified at a later date as approved by the Board of Trustees and the State Apprenticeship Council.

The first 1250 hours of the term of apprenticeship shall be a probationary period, during which time the apprentice may be terminated by the Committee at the written request of either party to the indenture, without a hearing before the Committee.

Apprentices shall be paid the following percentages of the Journeyman Base Wage Rate inclusive of vacation pay, and the following fringe benefit contributions:

Training Period	Hours	% of Base Wage	Contribution Schedule
1 st	0-900	60%	60% of Health & Welfare
2 nd	900-1250	65%	65% of all contributions
3 rd	1250-2500	70%	70% of all contributions
4 th	2500-3750	80%	80% of all contributions
5 th	3750-5000	90%	90% of all contributions

Employers shall not pay the apprentice a higher rate of pay than specified above and shall pay the apprentice for the proper period as stipulated in the apprentice's Apprenticeship Agreement.

"Wages for Apprentices" of the Apprenticeship Standards for the Plastering and Cement Masons Industry, which have been approved and agreed to by the respective signatories to this Agreement, and which may subsequently be amended from time to time by the Trustees of the Cement Masons' and Plasterers' Joint Apprenticeship Trust Fund, are hereby referred to and made a part of this Agreement.

APPENDIX C

SPECIAL PROVISIONS FOR LIGHT COMMERCIAL CONSTRUCTION

ONSITE CONCRETE WORK ONLY

This appendix relates to all wood frame, concrete block, tilt-up and poured-in-place concrete construction, including, but not limited to shopping centers, stores, offices, buildings, warehouses, churches, and fast food establishments, where the total cost of the project does not exceed twenty (20) million dollars.

Excluded from this light commercial rate are any hotel gaming project where a Nevada unlimited gaming license or live gaming is in effect; or any public works project.

The following wage rates shall apply to any project that meets the definition of light commercial work as defined above.

**70% of the Base Rate
Full Fringe Benefit Rates**

It is agreed that members that work on targeted projects shall remain on the out of work list.

The Employer agrees to notify all workers on such projects that they are working at the seventy percent (70%) rate within three (3) days of work commencement.

A joint labor-management committee consisting of an equal number of Employers and Union representatives shall be established, with the authority to do the following:

- (1) Adjust the maximum twenty (20) million dollars upward when required in order to preserve the project from being performed by non-signatory, non-union employers.
- (2) Adjust the seventy (70%) labor rate when required in order to preserve the project from being performed by non-signatory, non-union employers.

Apprentices shall not be affected by the light commercial rate until such apprentice reaches seventy percent (70%) status.

APPENDIX D

MAINTENANCE WORK

Hotel and/or casino maintenance duties covered by this appendix are hereby limited to patch work, small replacements, and other routine work required to keep the establishment operating. It is understood that under no circumstances is this classification to be used for remodel, tenant improvement or new construction work.

The wage and benefits for maintenance work shall be as follows:

80% of the Base Rate
Full Fringe Benefit Rates

APPENDIX E

RESIDENTIAL & TILT-UP

Residential

Residential work shall be defined as single family tract housing, duplex, triplex, fourplex, residential condominiums, townhomes and apartments, except any buildings over five (5) stories in height, not including parking levels.

Tilt-Up

Tilt-Up work shall be defined as commercial projects including, but not limited to: office buildings, retail centers, warehouses, distribution centers, call centers, and manufacturing facilities, where the building's walls are concrete poured directly at the job site and then raised into position around the building's perimeter forming the exterior walls.

The wage and benefits for Residential work & Tilt-Up work shall be as follows:

Effective Date	<u>July 1, 2017</u>
Base Wage Rate*	\$24.46
(Includes Supplemental Dues and International Dues deductions)	
Health & Welfare	\$ 4.00
Pension	\$ 1.00
Apprenticeship/Training	\$ 0.45
International Training Fund	\$ 0.04
CAF	<u>\$ 0.05</u>
Total	\$30.00

*Breakdown of Base Wage:

Take Home	\$23.56
Supplemental Dues (after tax deduction)	\$ 0.60
<u>International Dues (after tax deduction)</u>	<u>\$ 0.30</u>
Total	\$24.46

APPENDIX F

COMPETITIVE BIDDING ADJUSTMENT

In the event that an Employer, and/or Employers association, that is signatory to this agreement is planning to bid on a privately funded commercial project he/ they shall notify the local Union business manager, in writing, prior to bidding on the project for any mutually agreed upon competitive adjustment. This adjustment will be done on a project by project basis only and any mutually agreed upon competitive adjustment will be reduced to writing and be made available to all Employers signatory to this agreement.

APPENDIX G

MEMORANDUM AGREEMENT

It is agreed between the undersigned, (“Employer”) and the Operative Plasterers’ and Cement Masons’ International Association, Local Union 797, (“Union”) in consideration of services performed and to be performed by Cement Masons for the Employer as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours and working conditions, as set forth in the agreement, referred to as the Cement Masons Master Labor Agreement date July 1, 2017; between the Nevada Contractors Association, Associated General Contractors, United Building Contractors Association and the Operative Plasterers’ and Cement Masons’ International Association, Local Union 797, and the agreement establishing the following funds:
 - (a) Cement Masons’ & Plasterers’ Joint Vacation Trust Fund;
 - (b) Cement Masons’ & Plasterers’ Health and Welfare Trust Fund;
 - (c) Cement Masons’ & Plasterers’ Pension Trust Fund;
 - (d) Cement Masons’ & Plasterers’ Apprenticeship Committee Trust Fund;
 - (e) Cement Masons’ & Plasterers’ International Training Trust Fund;

and any amendments, modifications, extensions and renewals of such labor agreement, trust agreements and funds. The labor agreement, trust agreements and funds specifically incorporated by reference are made a part of this memorandum agreement.

2. The Employer agrees to pay to the Cement Masons’ and Plasterers’ Joint Vacation Savings Plan; the Cement Masons’ and Plasterers’ Health and Welfare Trust Fund; the Cement Masons’ and Plasterers’ Pension Trust Fund; and the Cement Masons’ and Plasterers’ Apprenticeship Committee Trust Fund; and the Cement Masons’ and Plasterers’ International Training Trust Fund. The payments shall be made in the amounts and manner provided for in the labor agreement and trust agreements, and the rules and procedures adopted by the trustees of the trust funds and all amendments, modifications, extensions and renewals.
3. The provisions of Article 7 of the labor agreement are excluded in their entirety from the memorandum agreement, and the terms and conditions of such Article 7 shall not apply in any manner to the Union and the Employer in the event a dispute should arise over the terms of the labor agreement, and/or this Memorandum Agreement.

In the event a dispute is not resolved between the Union and the Employer, then in addition to the Union’s rights as set forth in the above paragraph, the Union shall also have the option of submitting any dispute to an impartial arbitrator for a final and binding decision. In the event the Union submits such a dispute to arbitration and the parties cannot agree upon the selection of an arbitrator within five (5) days, then the arbitrator shall be selected from a list of five (5) names provided by the federal

mediation and conciliation service. The Arbitrator's fees and all incidental fees shall be paid equally by the Union and the Employer.

- 4. The terms of the special provisions for light commercial work of the labor agreement can be applied only upon the Employer providing the Union with written verification that the job project meets the specified definition of light commercial work.
- 5. By virtue of signing this agreement, the Employer hereby agrees that when performing work in the state of Nevada, the Employer shall be bound by, and shall perform all work under, the terms and conditions contained in the applicable Cement Masons' and Plasterers, Master Labor Agreement for such area, including, but not limited to, the hiring hall requirements, and the subcontracting requirements contained in said applicable Master Agreement.
- 6. This agreement shall remain in full force and effect until June 30, 2021 and shall continue from year to year thereafter unless either party shall give written notice to the other of a desire to modify or cancel the agreement not more than ninety (90) days prior to and not less than sixty (60) days prior to June 30, 2021 or June 30th of any succeeding year that the agreement may be modified or canceled. Notwithstanding the year-to-year extension, the Employer shall be bound for the term of any successor labor agreement between the Plasterers' and Cement Masons' and the Employer Associations unless appropriate notice to cancel is give prior to July 1, 2021.

Date: _____

Employer: _____

Address: _____

License#: _____

Phone #: _____ Fax #: _____

Signature: _____

Printed Name: _____

Title: _____

For the Operative Plasterers' and Cement Masons' Local 797

Date: _____

Signature: _____

Printed Name: _____

Title: _____

APPENDIX H

SPECIAL WORKING RULES FOR HEAVY HIGHWAY WORK

SHIFT DIFFERENTIAL: There will be no shift differential for multiple shifts on Heavy Highway work.

SHOW-UP PAY: For Heavy Highway work, any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the appropriate rate for so reporting, unless they have been notified before the end of the last preceding shift not to report.

An employee who reports for work and for whom some work is provided shall receive not less than two (2) hours pay; and if more than two (2) hours are worked in any one day he shall receive not less than the hours worked for that day, unless prevented from working for reasons beyond the control of the Employer, including, but not limited to such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the Employer or his agent.

OVERTIME: For Heavy Highway work, the following rules will apply when a signatory Employers is bidding against non-union employers:

The first four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at double time (2x). On Saturday work, the first twelve (12) hours shall be at time and one-half and all additional hours at double time (2x). Sunday and Holidays shall be at double time (2x). All hours worked after twelve (12) hours are at the rate of double time (2x) Monday through Saturday.

If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee.

MAKE UP DAY: When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight-time rate of pay. This section will only be applicable if all craft employees are on a straight-time makeup day.

MISC: It is the obligation of each Employer to complete the State Prevailing Wage Survey or the Form or to allow the Union to perform it for them.

LETTER OF UNDERSTANDING

CONTRIBUTIONS IN BEHALF OF SUPERINTENDENTS: The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Plasters and Cement Masons Health and Welfare Trust Fund and the Plasters and Cement Masons Pension Trust Fund, on the basis of 160 hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity.

Superintendents covered under this paragraph (e) shall be allowed a one-time option to discontinue coverage, if requested in writing to the Employer within ninety (90) days following the effective date of this Agreement.

NOTES



Master Labor Agreement

**Southern Nevada
Plasterers
2017-2021**

OP&CMIA Local 797

SOUTHERN NEVADA PLASTERERS & W.W.C.C.A.

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MASTER LABOR AGREEMENT

BETWEEN

WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION
AND THEIR PROXIED EMPLOYERS
HEREIN AFTER (W.W.C.C.A.)

AND

OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION 797

THIS AGREEMENT is entered into this first day of July 2017 by and between the Western Wall and Ceiling Contractors Association on behalf of its members (hereinafter referred to as “The Employer”) and the Operative Plasterer’s and Cement Masons International Association, Local Union 797 (hereinafter referred to as “The Union”).

WITNESSETH:

PURPOSES:

WHEREAS, the Employer is engaged in general plastering work in Southern Nevada; and

WHEREAS, in the performance of his present and future contracting operation, the Employer is employing and will employ large numbers of plasterers; and,

WHEREAS, the Employer desires to be assured of his ability to procure employees for all of the work which he may do in the area, hereinafter defined as Southern Nevada, in sufficient numbers, and with the necessary skills to assure continuity of work in the completion of his construction contracts; and

WHEREAS, it is the desire of the parties to provide, establish and put into practice, effective methods for the settlement of misunderstandings, disputes or grievances between the parties, to the end that the Employer is assured continuity of operation and the employees are assured continuity of employment, and industrial peace is maintained and the business of the industry efficiently maintained and increased;

NOW THEREFORE, in consideration of the promises and respective covenants and agreements of the parties, each of which shall be interdependent, it is hereby agreed:

ARTICLE 1

COVERAGE

1.01 Geographic Scope

This agreement shall apply to, and cover all employees of the Employer performing construction work as defined herein, within the area of Southern Nevada, more particularly the counties of Clark, Lincoln, Esmeralda and Nye. It is recognized that work covered by the project labor agreement for construction at the Nevada Test Site and Tonopah Test Range shall be excluded from the coverage of this agreement.

1.02 Jurisdictional Scope

The covered work is that of the plasterer as defined in the International Constitution which is within the recognized jurisdiction of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local 797; area practice; and all work as may be awarded to the Union in the future. This includes but is not limited to: Smooth and finish surfaces of poured or full systems of EIFS including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation, all sprayed or troweled on fireproofing, interior cover coats including all plastering systems recognized by our International Association; installation of all types of lath and all lathing trims in any interior or exterior applications; installation and patching of GFRG and GFRC pieces with adhesive or mechanical fastening systems; all cutting, shaping, rodding, carving, leveling, brooming of rock, water and pool features including all interior swimming pool finishes, but not limited to pebbletech or white plaster finishes; all Venetian or decorative interior plaster; all acoustical finish systems including, but not limited to, Baswaphon.

Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Plasterers shall perform any and all work and use any and all new materials or techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

ARTICLE 2

UNION RECOGNITION

The Employers have satisfied themselves that the Union represents a majority of employees performing work covered by this agreement and thereby recognizes the Union as the exclusive bargaining representative for all employees of the Employer hereinafter classified, over whom the Union has jurisdiction.

It is the intention of the parties to create a collective bargaining agreement within the meaning of section 9a of the National Labor Relations Act of 1947, as amended, and the units covered by this agreement are a voluntarily created multi-employer collective bargaining unit. The recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

The Union recognizes the Western Wall and Ceiling Contractors Association as the sole and exclusive bargaining representative for its respective members who have authorized the W.W.C.C.A. to represent them. A list of such authorizations has been furnished to the Union and the W.W.C.C.A. agrees to immediately notify the Union when any authorization has been canceled or new authorizations have been executed.

The agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the agreement were entered into by each member individually. The Employer

shall be, and continue to remain, liable under this agreement for the term, irrespective of whether such members shall resign from the Association prior to the expiration date of this agreement and such liability shall be deemed to have survived the termination of such membership and remain in force for the term of this agreement.

ARTICLE 3

SUB-CONTRACTING

To protect and preserve the work of employees covered by this agreement, which they have traditionally performed, the signatory Employer agrees that all on-site construction work covered by this agreement shall be performed either by employees of the Employer, or if subcontracted, the work will be subcontracted to a person, firm or corporation signatory to this agreement.

Off-site work traditionally performed by local employees of the Employer, shall be performed either by the Employer, or if subcontracted, the wages, fringe benefits, terms and conditions of this agreement shall be applicable to all such work.

A subcontractor is defined as any person, firm or corporation who agrees under contract with the signatory Employer or his subcontractor, to perform work covered by this agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.

The purposes of this article are to preserve and protect the work opportunities normally available to Employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workman.

In some instances a Employer signatory hereto joint ventures with a non-union Employer to bid on certain projects.

If the Employer joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement.

However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

In the event this joint venture is successful in being low bidder and awarded a contract, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the signatory contracting partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement

This Agreement shall be binding upon each Employer, its successors, assigns and purchasers. The Employer agrees that it will not sell its assets or any portion of the business without first obtaining an agreement from the purchaser that it will abide by the terms of this Agreement for the term thereof.

The Employers also agree that any other work, which falls within the jurisdiction of Local 797, will be performed consistent with this Article.

In the event that a non-signatory Disadvantaged Business Enterprise is being utilized by a signatory Employer because of DBE requirements, the Employer and the Union shall meet fourteen (14) days prior to any commencement of work. The Employer and the Union will provide their best effort to sign the DBE entity to a one-job project labor agreement (PLA). If the DBE owner is unwilling to sign a PLA and his/her utilization is

necessary to meet the project owner's requirement, the Union will consider waiving jurisdiction for the duration of the project. The DBE's must be certified by the awarding agency and the Employer will provide proof of the DBE certification.

The Parties to this Agreement agree that there may be instances when suitable, Union subcontractors may not be available for certain subcontracts. In such instances, the Employer will give written notice to the Union prior to the bid or the award of the subcontract and the Union will endeavor to locate suitable, Union subcontractors to bid the work. If the Employer and the Union are unable to locate such suitable, Union subcontractors, it is understood and agreed that the Employer will be relieved of Article 3 of the Master Labor Agreement covering subcontracting for such subcontracts.

ARTICLE 4

MANAGEMENT RIGHTS

All the rights, duties and prerogatives of the Employer to manage, control and direct its business operations and activities are vested in and retained by the Employer, including, the assignment and direction of its employees.

The Employer shall be the sole judge of the number and classifications of employees required to perform work subject to this agreement. The Employer shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion, and to reject any applicant for employment. If the employee is considered "ineligible for rehire", the Employer is to inform the Union in writing. When the Employer has notified the Union in writing that a worker is ineligible for rehire, the Employer shall not be required to rehire the worker if dispatched at a later date unless they elect to do so. Applicants who are not eligible for rehire shall not be entitled to show up time or other compensation unless they are employed.

Because the Employer and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools or labor-saving devices; provided, however, that no employee shall be required to work under conditions that are injurious to his health or safety or are in conflict with present well established customs regulating such use.

This agreement supersedes all existing labor agreements heretofore in effect between the Employers and the Union.

No Employer signatory to this agreement shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Employers with employees represented by the Union performing similar work.

ARTICLE 5

STRIKES - LOCKOUTS

It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedure set forth in Article 7. During the term of this agreement, the Union shall not call or engage in, sanction or assist in any strike against, or any slow down, or stoppage of the work of the Employer. The Union will urge the employees it represents to perform their services for the Employer, where required by the Employer to do so. During the term of this agreement, an Employer will not cause or permit any lockout of its employees represented by the Union.

If a signatory subcontractor is performing work on a project, during which time any other Employer(s) is declared to be unfair by the Building and Construction Trades Council and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this agreement, if, during the period of said stoppage of work, the employees represented by the Union fail to perform their work.

For the purposes of this Article, "Subcontractor" is understood to mean, where the signatory Employer is doing only part of the whole project and applies where the signatory Employer has received the contract for its portion of the project from the prime contractor on the project.

The prohibition on the Union calling or engaging in a strike, slow-down, or work stoppage does not apply if a signatory Employer fails to comply with or execute any settlement or decision reached under Article 7 of this agreement.

ARTICLE 6

JURISDICTIONAL DISPUTES

The Union guarantees, during the term of this agreement, that there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union.

All jurisdictional disputes shall be referred to the International Presidents of the Unions affected, for determination. Such determination shall be reduced to writing, signed by the International Presidents or their authorized representatives. Upon receipt of evidence of an agreement, the determination shall be accepted by and become binding upon the Employer and the Union.

In the event the Employer becomes signatory to the impartial jurisdictional disputes board or its successor plan or board, disputes as to jurisdiction of work claimed by other unions than those affiliated with the Operative Plasterers and Cement Masons International Association, Local Union No. 797 shall be referred to, and settled in accordance with, the procedural rules and regulations of the impartial jurisdictional disputes board or its successor. A decision rendered by said impartial jurisdictional dispute board or its successor in any given jurisdictional determination shall be implemented immediately by the Employer involved.

All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the grievance and arbitration procedure provided in this agreement.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

It is the purpose and the intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedures set forth in this section and that during the term of this agreement, the Union on behalf of whom this agreement is made shall not, call, engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Employer, and will require the employees it represents to perform their services for the Employer on the work described herein when required by said Employer to do so; and during the term of this agreement, a Employer signatory to this agreement shall not cause or permit any lockout of the employees represented by the Union whose behalf this agreement is made on work described herein.

In cases of violation, misunderstanding, or differences of opinion in interpretation of this agreement by either party, there shall be no cessation or stoppage of work except as in the cases where a signatory Employer fails to pay wages due or is delinquent in contributions to any trust fund established under this agreement.

Should a controversy, dispute or disagreement arise during the term of this agreement over interpretation and operations, the difference shall be adjusted in the following manner:

All complaints, to have any validity, must be filed in writing within twenty (20) days after the matter or dispute or disagreement is alleged to have occurred. Errors in paychecks must be filed in writing within ten (10) working days from payday. Upon receipt of a written report setting forth in detail the nature of the specific issue in controversy, a representative of the Union and a representative of the Employer shall attempt to reach a settlement of the dispute. If a settlement is not reached within five (5) days, the dispute or grievance shall be referred to the Grievance and Arbitration Administration Committee

The parties may mutually agree, in writing (including emails), to extend the time limitations of any or all steps.

The Grievance and Arbitration Administrator and the Union shall establish procedures for the processing and scheduling of grievances in a timely manner. They shall establish a panel of independent and neutral arbitrators to hear and determine such grievances and disputes, with authority to issue final and binding awards, including appropriate remedies. The Arbitrator's fee and all incidental expenses shall be paid equally by the parties.

Any Employer represented by a different association can choose to be represented by that association in the grievance and arbitration procedure. Any determination in such cases shall not set a precedent or establish a practice for the Western Wall and Ceiling Contractors Association and their proxied Employers and the Union.

No jurisdictional disputes involving the Union on whose behalf this agreement is made shall be submitted under this grievance and arbitration procedure, but shall be determined in the manner provided in Section (6) of this agreement. All Disputes or grievances arising out of the interpretation or application of any terms or conditions of this agreement shall be submitted for determination, and shall be determined by the procedures set forth in this Section (7).

It is expressly understood and agreed that in the event of arbitration, the arbitrator, in determining any grievance or dispute shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions in this agreement.

The parties agree that all Employers covered by this Agreement shall comply with all wage and hour provisions of this Agreement and all applicable State, Federal and local laws concerning wages and hours of employees covered by this Agreement. The parties further agree that all disputes regarding an Employer's compliance with wage and hour laws and the wage and hour provisions of this Agreement shall be resolved exclusively through the grievance and arbitration provision of this Agreement. Such disputes shall include, but not be limited to, failure to pay wages, failure to pay minimum wage, failure to pay overtime wages, late payment of wages, failure to properly record time worked or wages paid, failure to provide meal or rest periods, or any other wage or hour dispute. The payment of benefits and all matters related thereto are expressly exempted from the arbitration provisions of this Agreement.

ARTICLE 8

DISPATCH PROCEDURES

The Employer will first call the Union dispatch office for all workers. If Union representatives are requested to supply workers, they will promptly relay such request to the dispatch office. Upon an Employer's request for employees, the Union will immediately refer qualified and competent registrants to that Employer in sufficient number as required by the Employer in the manner and under the conditions specified in this agreement.

Reasonable advance notice, (but no later than Twenty-four (24) hours prior to the required reporting time), will be given by the Employer to the dispatch office when requesting employees. In the event Forty-Eight (48) hours after such notice if the dispatch office does not furnish such employees, the Employer may procure employees from any other source or sources. If employees are so employed, the Employer will immediately report to the Union's dispatch office each such employee by name and classification.

Employers may request every worker by name from the out-of-work list.

A written "referral" slip will be given to each worker dispatched to a job, as evidence that the worker is being dispatched in accordance with the provisions of the agreement. No signatory Employer will permit anyone to begin work without first being provided with the referral slip.

Except in case of emergency, no employees are to be borrowed or loaned to another Employer to avoid the hiring hall procedure.

If an Employer takes over the activities of another Employer at a particular jobsite, the employees of the latter may continue to operate at the jobsite for the Employer taking over without further registration or dispatch. In such cases, the dispatch office shall be notified of the change, by the Employer taking over in writing.

Once an employee has been dispatched to an Employer, the employee is entitled to continue in the employ of that Employer on other jobsites, if the Employer so directs.

The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with all applicable federal and state laws and shall not be based on, or in any way affected by, Union membership.

The rules and regulations of the Union's job referral system will be posted at the Union hall and a copy provided to a signatory Employer upon request.

ARTICLE 9

BUSINESS REPRESENTATIVE AND CRAFT STEWARD

The Union's business agent, or special representative, shall have access to the project during working hours. He shall make every reasonable effort to advise the Employer, or Employer's representative, of his presence on the project and shall not stop nor interfere with the work of any employee without the permission of the Employer, or its representative.

When employees covered by this agreement are employed on a job, the Union shall designate a Craft Steward, who shall be a Plasterer referred to the Employer by the Union. The Craft Steward shall perform his/her duties as a Craft Steward with the least amount of inconvenience to the Employer and the Employer shall allow the Craft Steward a reasonable amount of time for the performance of such duties. The Craft Steward is to work as an employee and not use the position as a Craft Steward to avoid performance of his/her duties as a Plasterer. On overtime work, the Craft Steward shall always be the second Plasterer employed for overtime work if he is qualified to perform such work. The Craft Steward is to work up to the completion of the job and shall be the second-to-last Plasterer to be discharged as long as he/she is qualified to perform the remaining work.

The Craft Steward may be discharged for cause. The Union reserves the right in its sole discretion to remove any Craft Steward as Craft Steward. Prior to lay-off of the Craft Steward, the Employers agree to notify the Union in writing 24 hours in advance and agree to meet with the Union if requested.

The term Craft Steward as used in this Agreement means only those employees covered by this Agreement who have been trained and certified by the Union to serve as a Craft Steward.

The Craft Steward shall monitor the Employer's compliance with the Agreement and shall receive disputes from covered employees. In the event that the Craft Steward becomes aware of a grievance, the Craft Steward shall immediately report it to the Business Agent who shall immediately attempt to adjust said grievance or dispute with the Employer or his representative in accordance with the procedures set forth in Article 7. The Craft Steward shall not stop the individual Employer's work for any reason or tell any employee covered by this Agreement that he cannot work on the job.

ARTICLE 10

CRAFT FOREMEN, GENERAL FOREMEN AND ARTISAN

The selection of the individual who will be plasterer foreman or plasterer general foreman is at the sole discretion of the Employer. It is understood that a plasterer foreman or a plasterer general foreman shall be an employee within the jurisdiction of local 797. It is also understood that the foreman shall receive the basic foreman wage rate. The foreman may work with the tools of the trade in accordance with the provisions of Article 4.

A plasterer foreman may supervise the work of employees in more than one craft. If a dispute arises with respect to this supervision, the dispute shall be resolved according to the procedure set forth in article 7 of this agreement on the basis of custom and practice.

An employee designated by the Employer as foreman shall be paid the appropriate rate. An employee designated to supervise other foremen shall be classified as a general foreman and paid as such. On any crew requiring four (4) or more including hod carriers and tenders, one (1) plasterer will be designated as foreman. A Plasterer foreman shall supervise no more than 20 employees. If there are more than 20 employees, a second foreman will be designated. If a Employer has more than one foreman on a Project, a General foreman shall be designated and receive General Foreman's pay.

If a craftsperson supervises other crafts persons from all trades in directing artistic and theme compositions, including but not limited to plaster carving such as rocks, trees, themed landscapes and fountains; carving, creating master and molds for ornamental elements; in place ornamental architectural carving of gypsum or cementitious material; and statuesque features both in place and cast, at the discretion of the Employer, that craftsperson shall be paid the Artisan rate. There would be no more than one Artisan per project and the Artisan may also work with their tools. At the conclusion of the artistic portion of the Project, the Artisan's wage rate at the discretion of the Employer would return to his or her appropriate rate.

ARTICLE 11

SCHEDULING OF SHIFTS

11.01 Single Shifts

Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 2:00 a.m. and 5:00 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time or deviation of the scheduled meal time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward, provided that no work is started prior to 2:00 a.m. without written agreement of the Union before starting time or meal period. The Employer shall give written notification of the deviation in starting time or

meal period to the Union not less than 24 hours prior to the starting time of the deviation, and such notice shall contain the following information:

1. Address of the job.
2. Starting deviation hour or meal period.
3. Start date for deviation.
4. Reason for deviation.
5. Approximate ending date of deviation.

Shift starting time on high-rise projects above six stories shall commence at ground level elevator entrance.

Overtime rates shall not be paid for work performed before 2:00 a.m. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 2:00 a.m. at the rate of time and one-half (1 ½ X) Monday through Saturday, or double time (2 X), if occurring on a Sunday or holiday.

The Employer may, after first notifying the Union in writing, establish a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 2:00 a.m. and 6:30 p.m. Monday through Thursday or Tuesday through Friday, provided all basic trades on the job site work the same shift.

11.02 Special Shifts

If work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time coinciding with required operations of the establishment, Monday through Friday, the Employer shall produce evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside of or in addition to the regular day shift due to safety conditions or other requirements if the special shift is to last five (5) or more days..

11.03 Multiple Shifts

When so elected by the Employer, multiple shifts may be established for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. Workers on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event, shall the regular working hours of shifts overlap, and any interval between shifts shall not exceed one (1) hour, except when a special shift is established. It is understood that a single and a multiple shift may work concurrently on a project.

The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

ARTICLE 12

PAYMENT OF WAGES

The hourly wage rates and classifications on all work covered by the terms of this agreement shall be in accordance with appendix “a” and “b”, incorporated herein as part of this agreement.

Distribution of each “package” increase shall be at the option of the Union; the Union shall give the Employer sixty (60) days notice of the distribution between wages, health and welfare, vacation, apprenticeship, and/or a pension plan, foundation for fair contracting or/and a safety program

All wages must be paid weekly by paycheck, direct deposit, paycard or other acceptable form of payment mutually agreed upon by the parties to this agreement. If an Employer offers pay options such as direct deposit, paycard, etc., the pay advice shall be issued, to employees who choose this form of payment, at the same time and location that standard paychecks are typically issued or by methods mutually agreed upon by the parties to this agreement. The individual Employer shall show on the paycheck stub or pay advice the individual Employer’s name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to the payroll period. An employee who is laid off or terminated will be paid all wages due at the time of termination or layoff.

When two or three shifts are worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours’ straight time shall be paid, Monday through Friday. The second shift shall work seven and one-half (7 1/2) consecutive hours, exclusive of meal period, for which eight (8) hours’ straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. If other Labor groups institute a “work for 8, paid for 8” for two or three shifts as a standard policy or by job, an M.O.U. will be immediately created allowing same.

Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the appropriate rate for so reporting, unless they have been notified before the end of the last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four hours are worked in any one day the employee shall receive not less than the hours worked for that day, unless prevented from working for reasons beyond the control of the Employer, including but not limited to, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time the employees are not required or requested to remain on the project by the Employer or his agent; and if more than four hours are worked in any one day the employee shall receive not less than the hours worked for that day.

Any employee who reports without his necessary hand tools or in an unfit condition to work and who is not hired for such reasons shall not be entitled to any show-up time or travel and subsistence pay. Any terminated employee shall be paid only for actual hours worked on the day of termination.

A deviated starting time may be established. When the project is assigned to such earlier starting time, when a full time employee, (defined--an employee who has been in pay status consecutively for 30 days) works a designated premium day and is absent from work the next scheduled work day without an excused absence from his Employer and or supervisor, that employee may be paid at the straight time rate for that designated premium day provided that employee has worked less than forty hours (40) in that pay period, provided, the Employer has provided that employee with a contact person and telephone number. Any dispute arising out of this sub section and/or article shall be subject to the grievance procedure set forth in Article 7 of this agreement.

Pre-employment paperwork/orientation up to two (2) hours, not to include drug testing covered in Article 22, will be done on employees’ time as long as they are dispatched twenty-four (24) hours prior to starting time.

Employees covered by this agreement shall be entitled to receive the following sums on jobs located fifty (50) miles or more from the city hall of Las Vegas, Nevada:

Zone Pay

Zone 1 0-50 miles Base Wage rate

Zone 2 over 50 miles \$4.00 per hour above Base Wage rate plus mileage reimbursement for one round trip per week at the most currently published IRS standard mileage rate for business.

Free Zone Cities

Boulder City

Mesquite

When an Employer furnishes transportation to workers to and from the jobsite on the Employer's time no travel or zone pay shall be paid.

ARTICLE 13

PREMIUM PAY

13.01 Overtime Pay

The first two (2) hours outside the regularly constituted shift shall be at the rate of time and one-half (1-1/2). All additional hours shall be at double time (2x). On Saturday work, the first ten (10) hours shall be at time and one-half (1-1/2) and all additional hours at double time (2x). Sundays and holidays shall be paid at double time (2x) rate.

For employees on the second shift, all hours worked in excess of seven and one-half (7 1/2) hours; for employees on the third shift, all hours worked in excess of seven hours; and all time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriated overtime rate. When it is necessary to begin or end a shift during Sunday hours, in order for an employee to complete a forty (40) hour week, the overtime rate will not apply.

For those employees working on a properly established shift of ten (10) hours per day, four (4) days per week, any worked performed outside the established four (4) ten (10) shift will be paid at the applicable overtime rates as described above.

13.02 High Time

On jobs where employees are required to work from swinging scaffolds, suspended from a rope or cable, bosun chair, brackets, cantilevers, or outrigger from the ground, they shall receive one dollar (\$1.00) per hour above the journeyman rate of pay. Employees shall be paid high pay only for actual time of exposure on the scaffold, boatswain chair, outriggers, etc.

13.03 Foreman, General Foreman and Artisan

Plasterer Foreman rate will be 10% above journeyman plasterer Base Wage rate.

General Foreman rate will be 15% above journeyman plasterer Base Wage rate.

Artisan rate will be 20% above journeyman plasterer Base Wage rate

13.04 Nozzle man

The nozzle man applying fireproofing material shall receive \$2.00 above journeyman plasterer Base Wage rate for the period in which he operates any nozzle.

ARTICLE 14

WORKING RULES

14.01 Transportation of Employees and Tools

Employees shall travel to and from the job on their own time and by means of their own transportation, outside of their regular working hours.

All safety tools as well as specialty tools will be furnished by the Employer. Employees shall be responsible for electric or battery powered drills, mixing paddles, extension cords, power rasps, vacuum and gas blowers, electric hot knives, laser levels, pipe trowels, fireproofing yield kits and any other tool distributed by the Employer by a check-out/check-in document.

In the event the employee fails to return any of the specialty tools listed as a result of the employee's dishonesty, willful misconduct, or gross negligence, a written detailed description by a foreman or supervisor of the incident and the tool(s) in question must be acknowledged by the employee and the employee will be subject to the established grievance procedures.

A plasterer reporting for work shall have in his or her possession, adequate tools to do the job. Such tools as hawk, trowel common, notched trowel, margin trowel, pointing and angle float, angle paddle, scarifier or scratcher, hatchet, cutting knife, spring loaded tape measure, chalk line, plumb bob and two ft level and gloves. It is recommended that plasterers wear the customary craft uniform which will consist of white pants and shirt.

14.02 Lunch

Plasterers shall be afforded an uninterrupted lunch period of one-half (1/2) hour. Said lunch period shall be provided beginning three (3) hours after commencement of the shift; and no later than five and one-half (5 1/2) hours after start of the shift. Under all circumstances, and without exception, the employee shall be afforded a half-hour lunch period as job conditions permit, no later than five and one-half (5 1/2) hours from start time. Failure of the Employer to grant such lunch period shall constitute a violation of this agreement. Meal periods may be staggered to meet job requirements. Should any employee work in excess of ten (10) hours, an additional one-half (1/2) hour meal period on the Employer's time shall be afforded at that time and every four (4) hours thereafter. A coffee break shall be allowed any time before noon, with plasterers having a fifteen (15) minute break.

14.03 Health & Safety

Sanitary, cool water and proper drinking cups shall be made available.

In order to be eligible for dispatch under this agreement a worker must have the minimum valid certifications for the following training; scissor lift, boom lift, scaffold user and OSHA certifications. If additional certifications are required, they will be noted on the dispatch request.

Due to the employee's potential exposure to noisy conditions as well as exposure to silica dust, the Employer and the Union agree to work with the JATC Board to evaluate and determine an appropriate manner of screening in regard to hearing loss prevention and respiratory matters, including screening requirements established by OSHA.

14.04 Pre-Job Conferences

Pre-job conferences on all projects covered under the terms of this agreement shall be held as follows:

- 1) On all jobs where the cost of the contract to the Employer exceeds five (5) million dollars.
- 2) On all jobs where the Employer, including a subcontractor, does not have a bona fide office within the jurisdiction of the Union.
- 3) Where special conditions warrant a pre-job conference.
- 4) For local Employers, pre-job conferences shall be held by mutual agreement of the Employer and the Union provided the Employer, upon request by the Union, shall provide the Union, in writing, the name, address and approximate starting date of each subcontractor.
 - a) In the event that a Employer at, a pre-job conference, or upon the request of the Union in the case of a local Employer, does not possess the names of all subcontractors then available, then the Employer will notify the Union of the name, address and approximate starting date of each subcontractor when such information is available to the Employer.
- 5) All pre-job conferences shall be held at least one week before the commencement of the job. It is recognized that in the employ of the Employer are certain key employees who are necessary to the efficient continuity of his operation. It is, therefore, agreed that Employers from out of the Southern Nevada area, who are moving in or returning to perform a project in this area, shall be permitted to transfer a maximum of one key employee into the area covered by this agreement and shall not exceed such additional numbers as may be agreed upon at a pre-job conference.

14.05 High-Rise Projects

On high-rise construction projects, where extreme weather conditions exist (cold weather and wind), consideration shall be given to providing suitable shelter for employees to utilize during lunch period. On such projects, in the event an Employer chooses to provide storage for personal hand tools of plasterers on the job, and in the event of loss or damage to such tools while in the Employers control, the Employer shall replace the tools upon proper verification of the loss.

14.06 Miscellaneous

Fifteen (15) minutes before the end of a shift shall be granted for clean-up time for tools and equipment.

Plasterers may tend themselves as assigned by the Employer.

14.07 Apprentice Ratio

Employers who employ one or more journeymen steadily must employ an apprentice. Additional apprentices must be employed in the ratio of one (1) apprentice to four (4) journeymen, if available.

14.08 Make-Up Day

The Employer shall be allowed to work a make-up day under the following conditions:

- 1) Must be the result of inclement weather or other conditions beyond the control of the Employer;
- 2) Must be job site-specific;
- 3) Will not be mandatory and every employee will be given the opportunity to work or refuse to work without penalty;

- 4) The Union, Employer, and the employee shall sign off on the make-up day prior to make-up day;
- 5) Overtime rates will be paid to all employees if any trade assisting the plasterers on that make up day is paid overtime. Otherwise, in all respects, the make-up day shall be treated exactly as the day missed.

ARTICLE 15

TRUST FUND OBLIGATIONS

15.01 General Obligations

All payments required to be made by each Employer to the Vacation Savings Plan, the Health and Welfare Trust Fund, the Pension Trust Fund, and the Apprenticeship Training Trust under this Agreement, shall be due and payable to the appropriate Trust Fund no later than the thirtieth (30th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payment by the thirtieth (30th) day of the month shall be considered as in violation of this Agreement and a delinquent Employer. The Union has the right to withhold services from any and all jobs of such delinquent Employer or Subcontractors, if proper payment is not made. Should the Union withhold services from any delinquent Employers for any and all jobs covered by this Agreement, it will not be considered a violation of the no strike-no lockout clause contained in this Agreement. The Employer agrees to comply with the Joint Trust Fund Collection Policy in existence at the time of this Agreement and as amended by the Board of Trustees.

15.02 Surety Bonds

Any Employer who is adjudged a habitual delinquent in the payment of any contributions to any trust fund established under this Agreement shall be required to post a cash or surety bond in the amount of one hundred thousand dollars (\$100,000.00). Such bond shall be deposited with a custodian designated by the trustees within ten (10) days of this notice to the Employer requiring the Employer to post the bond. The duration of the bond shall be determined by the trustees. The failure of an Employer to post such a bond shall be considered a violation of this Agreement, and the Union shall have the right to take economic action including, but not limited to, the right to withhold services, refuse to dispatch employees, and take strike action against such an Employer.

- A. Each Employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

NUMBER OF EMPLOYEES	FACE AMOUNT
0-5	\$7,000.00
6-12	\$12,000.00
13-25	\$25,000.00
26-50	\$50,000.00
51-75	\$75,000.00
76 or more	\$100,000.00

- B. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an Employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with

the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Employer, in addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer.

15.03 Health and Welfare

A Health and Welfare Fund known as the Cement Masons' and Plasterers' Health and Welfare Fund has been established by the Employers and the Union by an agreement and declaration of trust dated August 1, 1968, and subsequently amended by the parties. The Employers agree to abide by said agreement and declaration of trust and, further, to make payments to the fund in the amount designated in Appendix A of this Agreement. Participation by the Employers in said trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period employees are employed under the terms of this agreement. The Employer accepts the trustees appointed by the Associations as their trustees.

15.04 Pension Fund

A Pension Fund known as the Cement Masons' and Plasterers' Trust has been established by an Agreement and declaration of trust dated July 1, 1975 and which may be subsequently amended by the parties to this agreement. The Employer agrees to abide by said agreement and declaration of trust, to accept the trustees appointed by the associations as their trustees, and, further, to make payments to the fund in the amount determined in Appendix A of this agreement. Participation by the Employers in said trust shall be for the duration of this agreement and any renewals or extensions thereof, or for the period employees are employed under the terms of this agreement.

15.05 Vacation Savings Plan

During the term of this agreement and any extensions or renewals thereof, the Employer shall make payments to the Cement Masons' and Plasterers' Joint Vacation Trust Fund in the amount designated in Appendix A of this agreement. An agreement and declaration of trust establishing such trust fund has been executed by the parties and all Employers accept the trustees appointed by the associations as their trustees. All Employers further agree to remit their contributions at the time and in the manner prescribed by the board of trustees.

15.06 Supplemental & International Dues

Subject to the following conditions, the Employer agrees that each employee may give written authorization to the board of trustees of the cement masons' and plasterers' vacation savings trust to pay to the Union from funds held by the trustees on his behalf in accordance with Appendix "A" for each hour of his employment (hours worked, or paid) in each payroll period as supplemental dues & international dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the board of trustees in a form satisfactory to the trustees. All costs, expenses and fees of the board of trustees' incident to the accounting, administration and remittance to the Union of the supplemental dues & international dues payments shall be borne solely and entirely by the Union. The Employer and Union agree to amend the agreement and declaration of trust in the Cement Masons' and Plasterers' Vacation Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this agreement.

All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written

notice upon the board of trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year or of the period of this agreement, whichever is sooner, terminating the authorization.

15.07 Apprenticeship Fund Contributions

During the term of the agreement the Employers shall make payments to the Cement Masons' and Plasterers' Joint Apprenticeship Trust Fund in the amount designated in Appendix "A" of this agreement. An agreement and declaration of trust establishing such trust fund has been executed by the parties and all Employers signatory hereto agree to accept the trustees appointed by the associations as their trustees and to remit their contributions at the times and in the manner prescribed by the board of trustees.

15.08 Contract Administration and Industry Fund

The Union recognizes that the association needs to expend certain sums to administer the labor contract on behalf of signatory Employers and promote programs designed to improve the construction industry.

During the term of this agreement and any extensions or renewals thereof, each individual Employer covered by this agreement shall contribute the sum of fifteen (.15) cents per hour for each hour worked by employees under the terms of this agreement to the Western Wall and Ceiling Contractors Association Contract Administration and Industry Fund. For the purpose of administering this fund the individual Employer by becoming signatory to this agreement does hereby designate the appropriate Employer committee to act as agent in all matters concerning the fund. If at any time during the term of this agreement the association signatory here to shall give sixty (60) days; advance notice in writing to the Union, this clause shall become null and void and will be deleted from the agreement effective on the date specified in such notice.

At any time during the term of this agreement, the Employers may, upon thirty (30) days advance written notice to the Union, increase the contribution to the contract administration and industry fund not to exceed an additional three (3) cents per hour for each hour paid.

The associations agree to meet periodically to update the contract administration and industry fund distribution list.

15.09 International Training Fund

During the term of this Agreement, and any extensions or renewals thereof, the Employers shall make payments to the Cement Masons' and Plasterers' Joint Trust Funds in the amount designated for International Training Fund (ITF) in Appendix A of this Agreement. The Cement Masons' and Plasterers' Joint Trust Funds third party administrator shall forward the ITF contributions, along with a detailed report, to the OPCMIA International Training Fund each month. Each signatory Employer agrees to be bound by all rules, regulations and procedures adopted by the ITF Board of Trustees and all actions taken by them within the scope of their authority. Each signatory Employer also authorizes the parties to the ITF Trust Agreement to appoint Trustees and successor Trustees to administer the Trust Fund and hereby ratifies and accepts the Trustees so appointed as if made by the Employer.

ARTICLE 16

PUBLIC WORKS PROJECTS ZONE PAY

On a project being performed under prevailing wages published at the time of bidding/contract date for that specific project, wages paid will remain in effect as per the that prevailing wage rate for the duration of that

project. Any wage increases negotiated in this contract shall not apply. After twenty-four (24) months from the date to proceed for that project, employees on that project shall receive maintenance of benefits.

Workers on public works projects shall be entitled to receive the following sums on jobs located fifty (50) miles or more from the city hall of Las Vegas, Nevada:

Zone 1	0-50 miles	Base Wage rate
Zone 2	over 50 miles	\$4.00 per hour above Base Wage rate

ARTICLE 17

HOLIDAYS

The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at double time. No work shall be required on Labor Day, except in cases of extreme urgency.

ARTICLE 18

SAVINGS CLAUSE

It is not the intent of either party to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this agreement. The parties agree that, in the event any provisions of the agreement are held or constituted to be void, as being in contravention of any such laws, rulings, or regulations, the parties agree to enter into immediate negotiations thereon. The remainder of the agreement shall remain in full force and effect, unless the parts found to be void are wholly inseparable from the remaining portions of this agreement.

ARTICLE 19

GENERAL PROVISIONS

The individuals signing this agreement in their official capacity and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organization that their signatories purport to represent.

This agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make changes. The parties shall not be bound by or liable for any statements, representation, promise, inducement or agreement not set forth herein.

Any provision or procedures contained in the bylaws of the Union which relate to the relations between the Employers and their employees, in conflict with the terms of this agreement, shall deemed to be waived, and such bylaws and procedures which may hereafter be adopted by the Union shall have no application to the work hereunder, to the extent they are in conflict.

No party to this agreement shall cancel the agreement because of a claimed breach thereof, or file any action for damages because of a claimed breach of this agreement, without first giving notice in writing to the other party and allowing three (3) days to such other party for redress or correction. Nothing contained in this section shall be deemed to limit the rights of the Union under Article 7 of this agreement.

ARTICLE 20

MARKET RECOVERY COMMITTEE

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive positions of the individual Employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Employer associations party to this agreement. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for the employees and individual Employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

ARTICLE 21

LABOR-MANAGEMENT COMMITTEE

Labor and management shall meet no less than once per quarter to discuss any and all related market conditions, product training, Apprentice/Journeyman training, current and future labor requirements. The labor-management meetings will be coordinated and scheduled by WWCCA.

ARTICLE 22

JOURNEYMAN UPGRADING

The Union shall continue to manage an upgrading program for all members to cover the E.I.F. Systems, blueprints and cross training, and etc.

ARTICLE 23

SUBSTANCE ABUSE PREVENTION POLICY

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol screening. The parties agree that if a screening program is implemented by an individual Employer, the following items have been agreed upon by labor and management:

- 1) It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the agreement.
- 2) All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not less than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be established by the Federal Department of Health and Human Services. The facility where the sample is tested will be

approved by The Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two (2) hours travel time plus lab time. If an employee fails any drug test and has time coming to him or her, the Employer may withhold the cost of the drug test from the final check. Employers may use an oral fluid test or urine screen, solely as a type of pre-employment screening process. Testing procedures shall be conducted in a manner consistent with the products' manufacturing specifications ("Avitar ORAL screen" or Branam Medical Corp. "Oratect"). Any "non-negative" test results shall be designated as inconclusive. Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedure set forth in this collective bargaining agreement to confirm results.

- 3) Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.
- 4) The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. For employees who refuse to take a test where the prerequisites, as set forth in this paragraph, have been met; there will be a presumption that the test result would have been positive for an unlawful substance.
- 5) An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol.
- 6) Unannounced, random selection alcohol and/or drug testing of all employees may be conducted from time-to-time at the discretion of management. Employees will be chosen at random by use of a random selection process using a random number generator. In addition, an employee who has voluntarily sought rehabilitation from alcohol or drugs and who has returned to work following the successful completion of such a program may be subject to unannounced follow-up testing, for a period of up to but no longer than two (2) years. It is agreed that all employees working for Employer are subject to this policy.
- 7) It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
- 8) Drug and alcohol testing will be done in accordance with the respective Employer's Drug & Alcohol Policy.
- 9) Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated, after testing positive a employee may be tested at will, for a period of six (6) months.
- 10) Any dispute which arises under this drug and alcohol policy may be submitted to the grievance and arbitration procedure.
- 11) In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug policy, the Employer will notify the Union in writing prior to implementing such policy.

- 12) The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
- 13) The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of the substance abuse program.

The Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

- (1) All of the Employees of the Employer employed on the site must be tested;
- (2) Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

ARTICLE 24

TERM - TERMINATION - RENEWAL

This agreement shall be effective as of July 1, 2017 through June 30, 2021 and shall remain in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the agreement may give written notice to the other of a desire to change, modify or terminate the agreement no sooner than ninety (90) days or later than sixty (60) days prior to June 30, 2021 or June 30 of any succeeding year.

The Union agrees that in the event that either party should exercise its right under the first paragraph of this section, the Union will, for a period of sixty (60) days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for the work herein covered, and the Employer agrees to bargain in the same manner.

In the event the parties engage in negotiations to amend, modify or negotiate a new agreement and no agreement is reached between the parties and a strike or a lockout occurs, the parties will continue to negotiate with each other until an agreement is reached or impasse.

**Western Wall and Ceiling
Contractors Association**

Date _____

Robert Campbell
Southwest Regional Manager

**Operative Plasterers' and Cement Masons'
International Local 797**

Date _____

Marc Leavitt
Business Manager/Financial Secretary

APPENDIX A

BASE WAGE RATES FOR JOURNEYMEN

Effective Date	<u>July 1, 2016</u>
Base Wage Rate (Includes Vacation/Sup Dues/International Work dues)	\$35.90
Health & Welfare	\$ 8.05
Pension	\$ 5.68
Apprenticeship	\$.91
International Training Fund	\$.07
C. A. F.	\$.15
<u>Total</u>	<u>\$50.76</u>

Breakdown for Vacation, Supplemental Dues and International Working Dues.

Vacation	\$2.50
Supplemental Dues	\$1.27
<u>International Working Dues</u>	<u>\$0.51</u>
<u>Total</u>	<u>\$4.28</u>

The wage package increase to be effective as of 7/1/17 shall be \$1.65, to be allocated by the Union.
 The wage package increase to be effective as of 7/1/18 shall be \$1.65, to be allocated by the Union.
 The wage package increase to be effective as of 7/1/19 shall be \$1.75, to be allocated by the Union.
 The wage package increase to be effective as of 7/1/20 shall be \$2.00, to be allocated by the Union.

Wage increase allocations for each year will be made in April of each increase year and the Associations and Employers will be notified directly after the Allocation Meeting by mail, email or fax. Increases will be effective the first full pay period in July of each year.

In the event that the Union fails to provide at least 30 days notice prior to July 1st of each allocation year, those increases will not take effect until this notice provision is satisfied. No retroactive payment of wages or benefits will be made by the Employers if this notice goes beyond the scheduled increase date. This does not apply in years of contract negotiations.

Foreman	10% per hour above journeyman Base Rate
General Foreman	15% per hour above journeyman Base Rate
Artisan	20% per hour above journeyman Base Rate

All overtime to be figured off of base rate, then the \$4.28 for vacation, supplemental dues and international dues will be deducted after taxes and submitted to applicable trust funds along with all other fringes.

APPENDIX B

WAGES FOR APPRENTICES

Apprentices shall be paid a progressive basis of the journeyman's Base Wage Rate, provided, however, that no apprentice shall receive an increase in pay at the end of any one period, unless his progress on the job and related technical instruction is deemed satisfactory by the Joint Apprenticeship Committee. The current Apprenticeship is a four (4) year five thousand (5,000) hour term. The Employer understands that the training period minimum hours and base wage may be modified at a later date as approved by the Board of Trustees and the State Apprenticeship Council.

The first 1250 hours of the term of apprenticeship shall be a probationary period, during which time the apprentice may be terminated by the Committee at the written request of either party to the indenture, without a hearing before the Committee.

Apprentices shall be paid the following percentages of the Journeyman Base Wage Rate inclusive of vacation pay, and the following fringe benefit contributions:

Training Period	Hours	% of Base Wage	Contribution Schedule
1 st	0-900	60%	60% of Health & Welfare
2 nd	900-1250	65%	65% of all contributions
3 rd	1250-2500	70%	70% of all contributions
4 th	2500-3750	80%	80% of all contributions
5 th	3750-5000	90%	90% of all contributions

Employers shall not pay the apprentice a higher rate of pay than specified above and shall pay the apprentice for the proper period as stipulated in the apprentice's Apprenticeship Agreement.

"Wages for Apprentices" of the Apprenticeship Standards for the Plastering and Cement Masons Industry, which have been approved and agreed to by the respective signatories to this Agreement, and which may subsequently be amended from time to time by the Trustees of the Cement Masons' and Plasterers' Joint Apprenticeship Trust Fund, are hereby referred to and made a part of this Agreement.

APPENDIX C

LIGHT COMMERCIAL WORK

This appendix relates to all wood frame, concrete block, tilt-up and poured-in-place concrete construction, including, but not limited to shopping centers, stores, offices, buildings, warehouses, churches, and fast food establishments, where the total cost of the project does not exceed twenty (20) million dollars.

The following wage rates shall apply to any project that meets the definition of light commercial work as defined above.

70% of the Base Rate
Full Fringe Benefit Rates

Excluded from this light commercial rate are any hotel gaming project where a Nevada unlimited gaming license or live gaming is in effect; or any public works project.

It is agreed that members that work on targeted projects shall remain on the out of work list.

The Employer agrees to notify all workers on such projects that they are working at the seventy percent (70%) rate within three (3) days of work commencement.

A joint labor-management committee consisting of an equal number of Employers and Union representatives shall be established, with the authority to do the following:

- (1) Adjust the maximum twenty (20) million dollars upward when required in order to preserve the project from being performed by non-signatory, non-union employers.
- (2) Adjust the seventy (70%) labor rate when required in order to preserve the project from being performed by non-signatory, non-union employers.

Apprentices shall not be affected by the light commercial rate until such apprentice reaches seventy percent (70%) status.

There shall be no established shift starting time under the light commercial provisions of this agreement.

APPENDIX D

MAINTENANCE WORK

Hotel and/or casino maintenance duties covered by this appendix are hereby limited to patch work, small replacements, and other routine work required to keep the establishment operating. It is understood that under no circumstances is this classification to be used for remodel, tenant improvement or new construction work.

The wage and benefits for maintenance work shall be as follows:

80% of the Base Rate
Full Fringe Benefit Rates

APPENDIX E

RESIDENTIAL

Residential work shall be defined as single family tract housing, duplex, triplex, fourplex, residential condominiums, townhomes and apartments, except any buildings over five (5) stories in height, not including parking levels.

The wage and benefits for Residential work shall be as follows:

Effective Date	<u>July 1, 2017</u>
Base Wage Rate*	\$24.46
(Includes Supplemental Dues and International Dues deductions)	
Health & Welfare	\$ 4.00
Pension	\$ 1.00
Apprenticeship/Training	\$ 0.45
International Training Fund	\$ 0.04
<u>CAF</u>	<u>\$ 0.05</u>
Total	\$30.00

*Breakdown of Base Wage:

Take Home	\$23.56
Supplemental Dues (after tax deduction)	\$ 0.60
<u>International Dues (after tax deduction)</u>	<u>\$ 0.30</u>
Total	\$24.46

APPENDIX F

COMPETITIVE BIDDING ADJUSTMENT

In the event that an Employer, and/or Employers association, that is signatory to this agreement is planning to bid on a privately funded commercial project he/ they shall notify the local Union business manager, in writing, prior to bidding on the project for any mutually agreed upon competitive adjustment. This adjustment will be done on a project by project basis only and any mutually agreed upon competitive adjustment will be reduced to writing and be made available to all Employers signatory to this agreement.

APPENDIX G

MEMORANDUM AGREEMENT

It is agreed between the undersigned, (“Employer”) and the Operative Plasterers’ and Cement Masons’ International Association, Local Union 797, (“Union”) in consideration of services performed and to be performed by Plasterers for the Employer as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours and working conditions, as set forth in the agreement, referred to as the Plasterers Master Labor Agreement date July 1, 2016; between the Western Wall and Ceiling Contractors Association and the Operative Plasterers and Cement Masons International Association, Local Union 797, and the agreement establishing the following funds:
 - (a) Cement Masons’ & Plasterers’ Joint Vacation Trust Fund;
 - (b) Cement Masons’ & Plasterers’ Health and Welfare Trust Fund;
 - (c) Cement Masons’ & Plasterers’ Pension Trust Fund;
 - (d) Cement Masons’ & Plasterers’ Apprenticeship Committee Trust Fund;
 - (e) Cement Masons’ & Plasterers’ International Training Trust Fund;

and any amendments, modifications, extensions and renewals of such labor agreement, trust agreements and funds. The labor agreement, trust agreements and funds specifically incorporated by reference and made a part of this memorandum agreement.

2. The Employer agrees to pay to the Cement Masons’ and Plasterers’ Joint Vacation Savings Plan; the Cement Masons’ and Plasterers’ Health & Welfare Trust Fund; the Cement Masons’ and Plasterers’ Pension Trust Fund; and the Cement Masons’ and Plasterers’ Apprenticeship Committee Trust Fund; and the Cement Masons’ and Plasterers’ International Training Trust Fund. The payments shall be made in the amounts and manner provided for in the labor agreement and trust agreements, and the rules and procedures adopted by the trustees of the trust funds and all amendments, modifications, extensions and renewals.
3. The provisions of Article 7 of the labor agreement are excluded in their entirety from the memorandum agreement, and the terms and conditions of such Article 7 shall not apply in any manner to the Union and the Employer in the event a dispute should arise over the terms of the labor agreement, and/or this Memorandum Agreement.

In the event a dispute is not resolved between the Union and the Employer, then in addition to the Union’s rights as set forth in the above paragraph, the Union shall also have the option of submitting and dispute to an impartial arbitrator for a final and binding decision. In the event the Union submits such a dispute to arbitration and the parties cannot agree upon the selection of an arbitrator within five (5) days, then the arbitrator shall be selected from a list of five (5) names provided by the federal mediation and conciliation service. The Arbitrator’s fees and all incidental fees shall be paid equally by the Union and the Employer.

4. The terms of the special provisions for light commercial work of the labor agreement can be applied only upon the Employer providing the Union with written verification that the job project meets the specified definition of light commercial work.
5. By virtue of signing this agreement, the Employer hereby agrees that when performing work in the state of Nevada, the Employer shall be bound by, and shall perform all work under, the terms and conditions contained in the applicable Cement Masons’ and Plasterers’ Master Labor Agreement for

such area, including, but not limited to, the hiring hall requirements, and the subcontracting requirements contained in said applicable Master Agreement.

- 6. This agreement shall remain in full force and effect until June 30, 2021 and shall continue from year to year thereafter unless either party shall give written notice to the other of a desire to modify or cancel the agreement not more than ninety (90) days prior to and not less than sixty (60) days prior to June 30, 2021 or June 30th of any succeeding year that the agreement may be modified or canceled. Notwithstanding the year-to-year extension, the Employer shall be bound for the term of any successor labor agreement between the Plasterers' and Cement Masons' and the Employer Associations unless appropriate notice to cancel is give prior to July 1, 2021.

Date: _____

Employer: _____

Address: _____

License#: _____

Phone #: _____ Fax #: _____

Signed by: _____

Name: _____

Title: _____

Plasterers & Cement Masons Local 797

Date: _____

Signature: _____

Title: _____

LETTER OF UNDERSTANDING

CONTRIBUTIONS IN BEHALF OF SUPERINTENDENTS: The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Plasters and Cement Masons Health and Welfare Trust Fund and the Plasters and Cement Masons Pension Trust Fund, on the basis of 160 hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity.

Superintendents covered under this paragraph (e) shall be allowed a one-time option to discontinue coverage, if requested in writing to the Employer within ninety (90) days following the effective date of this Agreement.

NOTES

Covering Rules, Regulations
& Working Conditions
Apprenticeship Standards

2016 - 2021



A G R E E M E N T B E T W E E N



National Fire Sprinkler
Association, Inc.



Road Sprinkler Fitters
Local Union 669

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AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669,
COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES
AND CANADA

THIS AGREEMENT is made this 1st day of April, 2016 (and constituting revision of the original Agreement of April 6, 1915, and revisions and renewals thereof) and between National Fire Sprinkler Association, Inc. (hereinafter sometimes referred to as "NFSA" or "The Association") and Road Sprinkler Fitters Local Union 669 (hereinafter referred to as the "Union").

ARTICLE 1

The National Fire Sprinkler Association, Inc., a body corporate under authority from its members pursuant to its By-Laws, has negotiated and signed this Agreement for and on behalf of contractors that have given the National Fire Sprinkler Association, Inc. written authority to negotiate this Collective Bargaining Agreement, each of whom is the "Employer" party to this contract. A list of the names of those contractors authorizing NFSA to negotiate and execute this Agreement and on whose behalf it is negotiated and executed is attached hereto and made a part hereof.

It is understood that the NFSA is not responsible for the actions of individual contractors relative to the application of and compliance with this Agreement. NFSA has the exclusive right to appoint employer representatives to all joint committees or trust boards that are in existence and/or come about as a result of the terms and conditions of this Collective Bargaining Agreement. NFSA may, at its option, with the approval of the contractor participate in any grievance involving said contractor who has given NFSA authority to negotiate this Collective Bargaining Agreement.

It is further understood and agreed that any Employer bound by the terms of this Agreement by virtue of the authority described in the above paragraph agrees that, if the contractor withdraws its membership from NFSA or its membership is terminated for any reason, the contractor shall be bound by all the terms and conditions of the Agreement for the balance of the term of this Agreement. NFSA agrees to notify the Union when any contractor member withdraws or is terminated from the NFSA within twenty (20) days of such action. NFSA shall also notify the Union of any new member joining NFSA within a period of twenty (20) days from receipt of application, subject to subsequent Board of Directors approval, and shall furnish the Union with a copy of the signed agreement whereby the Company authorizes NFSA to represent it in Collective Bargaining.

The Union shall submit to NFSA within thirty (30) days of the signing of this Agreement a copy of separate agreements signed with employers who are not members of NFSA and/or are not party to this Agreement and shall thereafter advise NFSA in writing within ten (10) days of any new employers with whom the Union has signed a separate agreement. The Union shall promptly provide NFSA with copies of correspondence with employers represented by NFSA.

ARTICLE 2

This Agreement is entered into in good faith and the subscribers declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Employer and the Union. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between the Employer and the Union.

STANDING COMMITTEE: Recognizing the fact that this Agreement is for five (5) years, the parties to this Agreement hereby create a Mutual Cooperation Committee which will meet on a periodic basis, every one hundred twenty (120) days, or sooner, if the need arises, to discuss problems that are of mutual concern to the NFSA and Local Union 669.

The primary purpose of this Committee is to evaluate the effectiveness of this Collective Bargaining Agreement in reclaiming the market for signatory contractors and their employees and if market share continues to decline, the parties to this Agreement shall discuss possible ways and means to further prevent continued loss of market.

All employers in a given area agree to provide timely information to the respective State and Federal agencies as requested by the Union and/or NFSA, for purposes of establishing and maintaining area standards for public work projects.

ARTICLE 3

RECOGNITION: The National Fire Sprinkler Association, Inc. for and on behalf of its contractor members that have given written authorization and all other employing contractors becoming signatory hereto, recognize the Union as the sole and exclusive bargaining representative for all Journeymen Sprinkler Fitters and Apprentices in the employ of said Employers, who are engaged in all work as set forth in Article 18 of this Agreement with respect to wages, hours and other conditions of employment pursuant to Section 9(a) of the National Labor Relations Act.

The Union also recognizes the National Fire Sprinkler Association, Inc. as the Collective Bargaining Agency for contractors who have given written authorization and for those contractors who become signatory to this Agreement.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is understood that the parties hereto shall not use any sale, transfer, lease, assignment, receivership, or bankruptcy to evade the terms of this Agreement.

ARTICLE 4

UNION SECURITY: All present employees covered by this Agreement who are members of Local Union 669 shall, as a condition of employment, maintain their membership in the Union (to the extent and in the manner provided for and permitted by State and Federal laws). All other employees covered by this Agreement shall, as a condition of employment (to the extent and in the manner provided for and permitted by State and Federal laws) become members of Local Union 669 seven (7) days following April 1, 2016. All new employees shall, as a condition of employment, become members of Local Union 669 at the end of seven (7) days employment (to the extent and in the manner as provided for and permitted by State and Federal laws).

A person not a member of the United Association shall be acceptable for employment as a Journeyman only after he has produced for the Employer sworn affidavits of five (5) year's experience in the Sprinkler Industry as an Apprentice and/or Journeyman on the letterhead of his previous Employer or Employers, and such affidavits have been forwarded to the Union. The five (5) year period conforms to the period of Apprentice training as set forth in the Apprentice Standards of the Sprinkler Industry.

A person not a member of the United Association shall be acceptable for employment as an Apprentice after he has met the requirements in the Apprentice Standards, been accepted by the Joint Apprenticeship and Training Committee and issued a probationary Apprentice classification card by the Director of Apprenticeship of Local 669. If the Union is unable to furnish individuals to the Employer, and the Employer employs individuals not members of the United Association, these employees shall be paid the Journeyman's rate provided in the Agreement and contributions shall be made on such employees to the various fringe benefit funds as provided in this Agreement.

DUES CHECK-OFF: The Employer agrees to deduct Union Membership Dues lawfully and uniformly levied by the Union in accordance with the Constitution and By-Laws of the Union, or other lawful deductions (i.e., the \$0.15/hr. for Michigan Industry Advancement) from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Work Assessment" form. An "Authorization for Check-Off of Work Assessment" form furnished by the Local Union, shall be given by the Employer to each new employee performing work under this Agreement, for the employee's consideration. Such deductions shall be computed and deducted weekly and remitted monthly to the Local Union 669 National Office at 7050 Oakland Mills Road - Suite 200, Columbia, MD 21046, not later than the 15th day of each month following the month in which the wages were paid. The payments to Local Union 669 required under this provision may be transmitted to the Union by means of electronic transfer of funds.



AUTHORIZATION FOR CHECK-OFF OF WORK ASSESSMENT

SPRINKLER FITTERS LOCAL UNION 669

7050 OAKLAND MILLS ROAD - SUITE 200, COLUMBIA, MARYLAND 21046



TO: Any and All Employers Signatory to a Collective Bargaining Agreement with Local Union #669

I, hereby assign to Local Union #669, United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, from any wages earned by me as an employee of any employer who is signatory to an applicable Collective Bargaining Agreement (in my present or in any future employment), the currently applicable Local Union 669 dues assessment as a percentage of the gross wages earned by me for all hours worked and/or paid. I also assign and authorize deduction of any other assessment lawfully authorized and enacted by the union membership on a district, state, regional or national basis. I authorize and direct you to deduct such amounts from my pay on a weekly basis irrespective of my membership in the union and to remit said sum monthly to Local #669 in such manner as may be agreed upon between Local #669 and the employer at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for a period of one year from the date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between you and Local #669 which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each and for the period of each succeeding applicable Collective Bargaining Agreement between an employer with whom I am at that time employed and Local #669, whichever shall be shorter, unless written notice is given by me to the employer with whom I am at that time employed and Local #669 not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year, or of each applicable Collective Bargaining Agreement between an employer with whom I am at that time employed and Local #669, whichever occurs sooner.

(Continued on Reverse Side)

(PLEASE NOTE DISTRIBUTION OF COPIES - CONTINUED FROM REVERSE SIDE)

This authorization is made pursuant to the provisions of Section 302(C) of the Labor-Management Relations Act of 1947 and otherwise and shall be effective January 1, 1997 or the date of execution, whichever is later.

It is agreed that the above "Authorization for Check-Off of Work Assessment" form and "any revocation" thereof shall be executed in triplicate. Distribution of copies - 1) Original to Local 669, 7050 Oakland Mills Road, Suite 200, Columbia, Maryland 21046; 2) Green copy retained by contractor for his records; 3) White copy for member's records.

**PLEASE PRINT OR MAKE ANY NECESSARY CORRECTIONS
IN YOUR NAME, ADDRESS, LOCAL, UA CARD NO., or SOC. SEC. NO.
Use Ball Point Pen and bear down. You are making 3 copies.**

Local UA Card Number Social Security Number

Name Your Signature _____

Date _____

Address

PLEASE PRINT THE FOLLOWING

City, State & Zip

Employer _____

Street _____

City, State & Zip _____

Any change in the rate or amount of membership dues levied by the Union shall be put into effect and the deductions made during the calendar month following the calendar month in which the Employer received from the Union written notice of the change. The Union agrees to save and hold the Employer and the National Fire Sprinkler Association, Inc. harmless from any action, claim, loss, damage, or the like, including all attorneys' fees arising from or in any way connected with any deduction made pursuant to this article.

LOCAL 669 POLITICAL ACTION COMMITTEE CHECK-OFF

The employer shall deduct from the pay of each employee covered by this Agreement, and remit to the Treasurer of the Road Sprinkler Fitters Local 669 Political Action Committee ("Local 669 PAC") voluntary contributions to the Local 669 PAC for each employee who voluntarily executes the authorization check-off form provided for that purpose by the Local 669 PAC.

The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in those forms, and in compliance with all applicable federal and state laws. Contributions of Fifty Dollars (\$50.00) or less must be remitted to the Local or PAC Fund within thirty (30) days of such deduction and contributions over Fifty Dollars (\$50.00) must be remitted within ten (10) days of such deduction.

The Employer will invoice Local 669 Fifty Cents (\$0.50) per bargaining unit employee per month, to cover the Employer's reasonable administrative costs of complying with this provision.

Extended Benefits Fund

The Employer will deduct Twenty-Five Cents (\$0.25) per hour from the employee's pay and remit it to the Extended Benefit Fund.

The Union agrees to save and hold the Employer and the National Fire Sprinkler Association, Inc. harmless from any action, claim, loss, damage, or the like, including all attorneys' fees arising from or in any way connected with any deduction made pursuant to this Article.

ARTICLE 5

HIRING OF EMPLOYEES: Should the Employer fail to secure unemployed 669 Sprinkler Fitter Journeymen and Apprentices from any source available to him, he shall contact the Union requesting a referral of qualified unemployed Sprinkler Fitter Journeymen or Apprentices residing within one hundred (100) miles of the job site. The Union shall be given seventy-two (72) hours, from time of notification to refer qualified unemployed Sprinkler Fitter Journeymen or Apprentices to perform the work involved.

If the Union fails for any reason to refer unemployed qualified Sprinkler Fitter Journeymen or Apprentices within seventy-two (72) hours, the Employer may hire new Apprentices in accordance with the ratios established in this Agreement and subject to applicable Apprentice selection procedures.

The Employer shall have the right to accept or reject for just cause, any job applicant and to solicit from among applicants those, who in his estimation, are the best qualified.

Journeymen Sprinkler Fitters shall have the right to solicit their own jobs.

Nothing contained herein shall prevent the transfer of an employee from one job to another.

The parties recognize the legitimate interest of preserving and maintaining employment in the area in which work is being performed. Local employees shall therefore be the last laid off when an Employer lays off on a job.

NONDISCRIMINATION: There shall be no discrimination with regard to race, color, religion, sex, age, or national origin by either the Union or the Employer relative to employment or conditions of employment. Contractors bound by the terms of this Agreement are likewise bound by any Affirmative Action Plans negotiated with governmental agencies by the National Fire Sprinkler Association, Inc. and Local Union 669. Wherever used in this Agreement, the masculine pronoun is understood to refer to both genders.

ARTICLE 6

This Agreement applies to the United States, and Off-Shore Drilling operations, except in the territory established as of April 1, 2016, covered by the local agreements in Boston-550, Chicago-281, Cleveland-120, Detroit-704, Kansas City-314, Los Angeles-709, Milwaukee-183, Minneapolis-St. Paul-417, Newark-696, New York-638, Philadelphia-692, Pittsburgh-542, St. Louis-268, San Francisco-483, Seattle-699, and the state of Florida-821. It is agreed that the contractor members who are subscribers to this Agreement shall, when performing work within the jurisdiction of any other Sprinkler Fitters Local Union, adhere to and be bound by the terms and conditions of the Collective Bargaining Agreement negotiated by the National Fire Sprinkler Association, Inc. with these other Sprinkler Fitters Local Unions.

OFF-SHORE DRILLING OPERATIONS: The following conditions of employment shall apply to off-shore drilling operations:

Travel expenses as applicable under Article 11 of the Agreement shall be paid from the employee's residence to the point of embarkation (i.e., boat landing, helicopter pad, etc.) servicing the structure on which the job is located. Time spent from the point of embarkation to the structure and from the structure to the point of embarkation shall be considered hours worked. Travel expense at job completion will be applied as provided under Paragraph (E), Article 11 of the Agreement.

Subsistence as applicable under Article 11 of this Agreement shall be paid to the point of embarkation.

When an employee is required to live on the structure, he shall be furnished meals and lodging free of charge. Where meals and lodging are provided, no payment shall be paid under Article 11, Paragraphs (B), (C) and (D).

Hours of work including shifts, starting time, meal periods, etc., shall conform to practice on the structure.

Overtime at the rate of double the appropriate hourly rate shall be paid for hours worked outside the regularly scheduled work shift as established on the structure.

The hourly rate for Journeymen and Apprentices at the point of embarkation shall be the hourly rate for work performed on the structure and applicable travel expense.

In no case shall an employee be required to remain on the structure for more than fourteen (14) consecutive calendar days.

ARTICLE 7

WAGES: It is agreed that the hourly wage rate for Sprinkler Fitters shall apply to jobs in the states effective April 1, 2016 for the duration of the Agreement:

Wage Rate

In states/districts where Local 669 members have already enacted an Industry Advancement Fund, or during the life of the Agreement vote to adopt an Industry Advancement Fund, the hourly contribution to those Funds will be deducted from the wages listed below and treated the same as union dues under this Agreement. The states currently without an Industry Advancement Fund are in **bold underline** below and the rates applicable to each state or portion of state can be found following the “**Counties**” section below.

STATES	4/1/2016	4/1/2017	4/1/2018
ALABAMA	\$24.62	\$25.02	\$25.42
ALASKA	\$44.75	\$46.00	\$47.25
ARIZONA	\$32.25	\$33.25	\$34.25
ARKANSAS	\$24.29	\$24.29	\$24.29
CALIFORNIA / (1)	\$35.71	\$37.20	\$38.85
CALIFORNIA / (2)	\$37.32	\$39.07	\$40.77
CALIFORNIA / (3)	\$36.88	\$38.28	\$39.73
CALIFORNIA / (4)	\$37.67	\$39.17	\$40.57
COLORADO	\$35.43	\$36.73	\$38.13
<u>CONNECTICUT</u>	\$42.62	\$43.92	\$45.32
DELAWARE	\$34.35	\$35.35	\$36.55
District of Columbia	\$33.40	\$34.40	\$35.60
GEORGIA	\$27.79	\$28.54	\$29.29
IDAHO-21	\$31.60	\$32.60	\$33.60
IDAHO-40	\$31.70	\$32.80	\$33.90
ILLINOIS	\$39.87	\$41.37	\$42.87
INDIANA	\$36.61	\$37.96	\$39.31
IOWA	\$33.61	\$34.91	\$36.21

KANSAS	\$31.97	\$33.17	\$34.37
KENTUCKY	\$32.50	\$33.75	\$35.05
LOUISIANA	\$27.02	\$27.27	\$27.52
MAINE	\$27.39	\$28.24	\$29.14
MARYLAND	\$33.40	\$34.40	\$35.60
MASSACHUSETTS	\$39.01	\$40.26	\$41.51
MICHIGAN	\$33.62	\$34.87	\$36.12
MINNESOTA	\$35.08	\$36.33	\$37.58
MISSISSIPPI	\$24.03	\$24.53	\$25.03
MISSOURI	\$33.49	\$34.79	\$36.09
MONTANA	\$32.35	\$33.35	\$34.35
NEBRASKA	\$33.50	\$34.75	\$36.00
NEVADA (1)	\$39.34	\$41.09	\$42.79
NEVADA (2)	\$41.10	\$42.35	\$43.85
NEW HAMPSHIRE	\$29.06	\$29.81	\$30.61
NEW JERSEY	\$48.15	\$49.15	\$50.25
<u>NEW MEXICO</u>	\$28.90	\$29.90	\$30.90
NEW YORK (1)	\$32.66	\$33.76	\$34.91
NEW YORK (2)	\$42.72	\$43.97	\$45.42
NEW YORK (3)	\$33.18	\$34.43	\$35.68
NORTH CAROLINA	\$25.46	\$25.46	\$25.46
NORTH DAKOTA	\$31.77	\$32.87	\$33.97
OHIO	\$35.08	\$36.33	\$37.78
OKLAHOMA	\$30.47	\$31.32	\$32.32
OREGON-1	\$36.06	\$37.66	\$39.21
OREGON-21	\$31.75	\$32.75	\$33.75
PENNSYLVANIA	\$36.05	\$37.40	\$38.80
<u>RHODE ISLAND</u>	\$42.62	\$43.92	\$45.32
SOUTH CAROLINA	\$24.17	\$24.17	\$24.17
SOUTH DAKOTA	\$30.16	\$31.01	\$31.86
TENNESSEE	\$26.05	\$26.80	\$27.55
TEXAS	\$28.18	\$29.03	\$30.03
UTAH	\$32.14	\$33.14	\$34.20
VERMONT	\$26.96	\$27.71	\$28.48
VIRGINIA (1)	\$26.80	\$27.05	\$27.30
VIRGINIA (2)	\$33.40	\$34.40	\$35.60
WASHINGTON-1	\$36.06	\$37.66	\$39.21
WASHINGTON-21	\$31.95	\$33.20	\$34.45
<u>WEST VIRGINIA</u>	\$33.02	\$34.02	\$35.27
WISCONSIN	\$39.48	\$40.88	\$42.28
WYOMING	\$31.55	\$32.35	\$33.35

Counties

1) California (1)

Counties- Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, Tuolumne, and portion of Kern County WEST of Highway 14.

2) California (2)

Counties- Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo and Yuba.

3) California (3)

Counties- San Bernardino, Riverside, Orange, Imperial, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

4) California (4)

Counties- San Diego County.

5) Nevada (1)

Excludes Nevada counties of Clark, Nye & Lincoln.

6) Nevada (2)

Includes Nevada counties of Clark, Nye & Lincoln.

7) New York (1)

Excludes the counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess, Rockland, Albany, Rensselaer, Schenectady, Saratoga and Warren.

8) New York (2)

Includes counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland.

9) New York (3)

Includes counties of Albany, Rensselaer, Schenectady, Saratoga and Warren.

10) Virginia (1)

Excludes the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

11) Virginia (2)

Including the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania & City of Alexandria.

The Union may, at its discretion, reallocate moneys due between wages and S.I.S. Fund contributions, once every calendar year, with thirty (30) days prior written notice to the NFSA and signatory contractors, with action taking place by July 1 of each year, provided that the sum of the total contribution to wages and the S.I.S. Fund remains the same.

INDUSTRY ADVANCEMENT FUND PAYROLL DEDUCTION SCHEDULE

<u>STATE</u>	<u>AMOUNT</u>
Alabama	\$0.50/hour
Alaska	\$0.25/hour
Arizona	\$0.50/hour
Arkansas	\$0.50/hour
California (District 2 only)	\$2.00/hour
California (District 22 only)	\$0.50/hour
California (District 27 only)	\$1.00/hour
Colorado	\$1.00/hour
Delaware	\$0.60/hour
District of Columbia	\$0.60/hour
Georgia	\$0.50/hour
Idaho (District 21 only)	\$0.75/hour
Idaho (District 40 only)	\$1.00/hour*
Illinois	\$0.50/hour
Indiana	\$1.00/hour
Iowa	\$0.50/hour
Kansas	\$0.50/hour
Kentucky	\$0.35/hour
Louisiana	\$0.50/hour
Maine	\$0.53/hour
Maryland	\$0.60/hour
Massachusetts	\$0.53/hour
Michigan	\$0.15/hour
Minnesota	\$0.25/hour
Mississippi	\$0.50/hour
Missouri	\$0.50/hour
Montana	\$0.75/hour
Nebraska	\$0.50/hour
Nevada (District 2 only)	\$2.00/hour
Nevada (District 25 only)	\$1.00/hour
New Hampshire	\$0.53/hour
New Jersey	\$1.00/hour
New York (District 19 only)	\$0.35/hour*
New York (District 34 only)	\$0.50/hour
North Carolina	\$0.75/hour
North Dakota	\$0.75/hour *
Ohio	\$1.00/hour
Oklahoma	\$0.50/hour
Oregon (District 1 only)	\$0.50/hour
Oregon (District 21 only)	\$0.75/hour
Pennsylvania	\$1.00/hour
South Carolina	\$0.50/hour

South Dakota	\$0.75/hour*
Tennessee	\$0.75/hour
Texas (District 5 only)	\$0.25/hour
Texas (District 26 only)	\$0.50/hour
Utah	\$1.00/hour*
Vermont	\$0.53/hour
Virginia	\$0.60/hour
Washington (District 1 only)	\$0.50/hour
Washington (District 21 only)	\$0.75/hour
Wisconsin	\$0.50/hour
Wyoming	\$1.00/hour

*All funds apply to hours worked by Class 5 apprentices and above, except for the District 19, District 40, North and South Dakota Funds which applies to all hours for all members.

No reduction in the wages provided for in this Agreement will be made without a secret ballot ratification vote in favor of the reduction by the affected bargaining unit employees.

The total economic package shall be defined as Wages, Health and Welfare Fund, including RESA, Pension Fund, Education Fund and S.I.S. Fund.

The current contribution rate to the NASI Health and Welfare Fund is Eight Dollars and Seven Cents (\$8.07) per hour. Effective January 1, 2017, the Health and Welfare contribution rate shall be Eight Dollars and Thirty-Two Cents (\$8.32) per hour; effective January 1, 2018, the Health and Welfare contribution rate shall be Eight Dollars and Sixty-Seven Cents (\$8.67) per hour; and, effective January 1, 2019, the Health and Welfare contribution rate shall be Nine Dollars and Two Cents (\$9.02) per hour.

The current contribution rate to the RESA fund is Seventy Cents (\$0.70) per hour. Effective January 1, 2017, the RESA contribution rate shall be Eighty-Five Cents (\$0.85) per hour; and, effective January 1, 2018, the RESA contribution rate shall be One Dollar (\$1.00) per hour.

Effective April 1, 2017, the hourly S.I.S. Fund contribution rate shall be increased by \$0.15 per hour; and effective April 1, 2018, the hourly S.I.S. Fund contribution rate shall be increased by \$0.25 per hour.

The current contribution rate to the NASI Pension Fund is Six Dollars and Five Cents (\$6.05) per hour. Effective January 1, 2017, the Pension Fund contribution rate shall be Six Dollars and Twenty Cents (\$6.20) per hour; effective January 1, 2018, the Pension Fund contribution rate shall be Six Dollars and Forty Cents (\$6.40) per hour; and effective January 1, 2019, the Pension Fund contribution rate shall be Six Dollars and Sixty Cents (\$6.60) per hour.

The current contribution rate to the Education Fund (including the U.A. Training Fund)

is Forty-Five Cents (\$0.45) per hour. Effective April 1, 2017, the Education Fund contribution rate (including the U.A. Training Fund) shall be Forty-Seven Cents (\$0.47) per hour; effective April 1, 2018, the Education Fund contribution rate (including the U.A. Training Fund) shall be Fifty-Two Cents (\$0.52) per hour.

Effective April 1, 2019, the combined total of the wage and S.I.S. rates shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Effective January 1, 2020, the combined total of the hourly contribution rates for the NASI Health and Welfare, RESA, and the NASI Pension and Education Funds shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Effective April 1, 2020, the combined total of the wage and S.I.S. rates shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Effective January 1, 2021, the combined total of the hourly contribution rates for the NASI Health and Welfare, RESA, and the NASI Pension and Education Funds shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Wages shall be paid on or before the end of the employee's workday each Friday, including all wages due up to and including the previous Friday.

Contractors may pay the wages required by this Article by means of direct electronic deposit of funds to accounts maintained by the employees covered by this Agreement.

Employers who utilize direct deposit for their employees will make deposits to the employee accounts on the standard designated payday. Appropriate documentation shall be transmitted to the employee at the same time showing the Employee's name and address, pay period covered, regular and overtime wages, and all deductions, and also the amount of contributions made on behalf of the employee to the various fringe benefit funds. Employees who elect not to receive pay by direct deposit will receive this information by check stub accompanying their pay check.

When an employee is laid off, he shall be provided with a layoff slip and paid in full at the time his services are thus discontinued.

In the event a Journeyman Sprinkler Fitter or Apprentice is discharged, he shall be paid in full within forty-eight (48) hours of the time his services are thus discontinued, either in person or by certified mail, return receipt requested, to the address on record.

The pay period for any Sprinkler Fitter or Apprentice who quits shall be his regular pay period.

An Employer may “discharge” an employee for just cause only, and the employee shall be given written notice within two (2) days of the reason therefore.

A bad check shall be considered nonpayment of wages.

An employee who doesn’t receive his pay check at the time set forth in this Article shall be entitled to eight (8) hours pay.

It is further understood that the employee then has the responsibility to notify the Employer concerning the late pay check and subsequent to notification, the employee shall be entitled to eight (8) hours pay for each twenty-four (24) hour period until he receives his pay check.

An employee who notifies both his Employer and the Union in writing that he wishes his pay check to be mailed to his home address shall not be entitled to any penalty payments for late checks due to the post office services, provided the check was mailed in sufficient time to arrive within the time limits of this Article.

Any employee injured on the job to the extent of requiring a doctor’s care, and which injury the doctor determines prevents the employee from returning to work, shall be paid a full days wage for the day of the injury.

ARTICLE 7A

LOCAL 669 RESIDENTIAL WORK

Residential work is made a part of this Agreement. All work in connection with the installation and maintenance of fire protection systems for residences shall continue to be covered by Article 18 of this Agreement. All articles, terms, and conditions of this Agreement shall be applicable to “residential fire protection work,” as defined below, unless specifically amended herein. This Agreement shall be applicable in all the states within the territorial jurisdiction of the Union.

The bargaining parties hereby agree to establish a residential training program to be implemented effective January 1, 2017. The Joint Apprenticeship and Training Committee and its Director will oversee the development of the program. The Mutual Cooperation Committee referenced in Article 2 will likewise supervise the development and implementation of the training program.

“Residential fire protection work” is defined to mean any work covered by Article 18 of this agreement on:

1. One or two family dwellings;
2. All multiple family dwelling units which are permitted to have a single exterior up to and including four stories;

3. Townhouses with units stacked vertically up to and including four stories; and
4. Group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Exemptions:

1. The following states shall be allowed a 1:3 ratio of Building Trades Journeyman/Apprentice (to be paid at building trades rates) to Metal Tradesmen/Helpers for hotels/motels up to and including five (5) stories. The first sprinkler fitter on the job shall be a Building Trades Foreman and shall be the last sprinkler fitter on the project.

The **bolded underlined** states below indicate partial exemptions:

Alabama, Arizona, Arkansas, **Colorado**, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Louisiana, Maine, Maryland, Massachusetts, **Michigan**, Mississippi, **Missouri**, Montana, Nebraska, **Nevada**, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia (1), Virginia (2), West Virginia and Wyoming.

1. The following special conditions are provided for **bolded underlined** states defining counties within the state.

Colorado: the entire state except the counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Garfield, Gilpin, Grand, Jefferson, Larimer, Mesa, Pitkin, Pueblo, Routt, San Miguel, Summit, Teller and Weld.

Michigan: the entire state except the Upper Peninsula.

Missouri: only applies to the counties of Barry, Christian, Greene, Jasper, Lawrence, McDonald, Newton, Stone and Taney.

Nevada: the entire state except the counties of Clark, Carson City, Churchill, Douglas, Humboldt, Lyon, Pershing, Storey and Washoe.

2. The following states shall be allowed a 1:3 ratio of Building Trades Journeyman/Apprentice (to be paid at building trades rates) to Metal Tradesmen/Helpers for residential care facilities, protective care homes (sheltered housing), nursing homes or ambulatory care facilities up to and including five (5) stories:

Alabama, Arkansas, Georgia, Louisiana, Maine, Michigan (Excluding Upper Peninsula), Mississippi, New Hampshire, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Vermont and Virginia (1).

The first sprinkler fitter on the job shall be a Building Trades Foreman and shall be the last sprinkler fitter on the project.

The Residential Tradesman and Residential Helper shall work on only residential jobs as defined above and shall not be assigned to do any other work described in Article 18 of this Agreement.

All residential fire protection work shall be performed by Building Trades Journeymen or Apprentices represented by Local 669 or by Residential Tradesmen or Helpers represented by Local 669. The crew mix on residential fire protection projects shall consist of one (1) Local 669 Building Trades Journeyman or one (1) Local 669 Residential Tradesman to three (3) Local 669 Residential Helpers or three (3) Local 669 Building Trades Apprentices.

There shall be at least one (1) Local 669 Building Trades Journeyman or one (1) Local 669 Residential Tradesman on every job. It is agreed that Affirmative Action in hiring practices will be utilized.

The rate of wage to be paid a Residential Tradesman or Building Trades Journeyman shall be seventy-five percent (75%) of the rate established in this Article. Residential Helpers shall be paid thirty-five percent (35%) of the rate in the first year of their employment, forty-three percent (43%) of the rate in the second year, fifty percent (50%) of the rate in the third year, and sixty percent (60%) of the rate in the fourth year. Building Trades Apprentices employed under this Article shall be paid in accordance with the rates established in this Article. In no event shall an individual working under this Agreement be paid less than the Federal or applicable state minimum wage rate in addition to the fringe benefits established herein.

It is understood and agreed that adoption of the foregoing Residential wage structure effective on or after April 1, 2016, shall not result in a decrease in the wage rate of any Residential Tradesmen or Helpers employed under this Agreement on April 1, 2016. This shall not be construed to prevent a decrease in wages due to increased Metal Trades Health and Welfare, Pension and SIS Pension contributions in such amounts as may be determined by the Trustees of said Funds.

All residential overtime worked shall be at the rate of time and a half.

Effective April 1, 2016, the Employer shall contribute to the NASI Metal Trades Health and Welfare Fund Four Dollars and Twenty-Five Cents (\$4.25) per hour for each hour worked by the Residential Tradesman or Helper.

Effective January 1, 2016, the Employer shall contribute to the NASI Metal Trades Pension Fund Sixty-Five Cents (\$0.65) per hour for each hour worked by the Residential Tradesman or Helper.

Benefits will be paid on Building Trades Journeymen and Apprentices, per this collective bargaining agreement.

All procedures required for fabrication of non-ferrous materials shall be performed by Building Trades Journeymen and Apprentices or Residential Tradesmen and Helpers on the jobsite.

Each contractor shall pay to the NASI-Local 669 Industry Education Fund Ten Cents (\$0.10) per hour for all hours worked under the Local 669 Residential Work provisions of this Article 7A. Contractors may make the payments required by this Article by the electronic transfer of funds.

Under this agreement, it is agreed that a Sprinkler Industry Supplemental (S.I.S.) Defined Contribution Fund contribution shall be established for Residential Tradesmen and Helpers pursuant to the following terms.

For Residential Tradesmen and Helpers who have completed one (1) year probationary employment, who are employed as of January 1, 2017, and thereafter, S.I.S. Fund contributions shall be required for all hours worked at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages.

For Residential Tradesmen and Helpers who have completed one (1) year probationary employment, who are employed as of January 1, 2018, and thereafter, S.I.S. Fund contributions shall be required for all hours worked at the rate of Thirty-Five Cents (\$0.35) per hour in addition to their wages.

For Residential Tradesmen and Helpers who have completed one (1) year probationary employment, who are employed as of January 1, 2019, and thereafter, S.I.S. Fund contributions shall be required for all hours worked at the rate of Fifty Cents (\$0.50) per hour in addition to their wages.

ARTICLE 8

EXTRA CONTRACT AGREEMENTS: The Employer and the Union agree not to enter into any Agreement or contract with members of the bargaining unit individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 9

JOB FOREMEN: The selection and appointment of Foremen and General Foremen shall be made by the Employer from the employees in the Local Union 669 bargaining unit and is the responsibility of the Employer in keeping with this Agreement.

The rate of wage for the General Foreman shall be Five Dollars (\$5.00) per hour above the Journeyman's rate, effective April 1, 2016. All overtime for General Foremen shall be at the rate of time and a half of the General Foreman's rate of pay, including the General Foreman premium rate except for Sundays and Holidays. Overtime for General Foremen

on Sundays and Holidays shall be at two times the General Foreman's rate of pay, including the General Foreman premium rate.

The rate of wage for Foremen shall be Two Dollars and Seventy-Five Cents (\$2.75) per hour above the Journeyman's rate, effective April 1, 2016. All overtime for Foremen shall be at the rate of time and a half the Foreman's rate of pay, including the Foreman premium rate except for Sundays and Holidays. Overtime for Foremen on Sundays and Holidays shall be at two times the Foreman's rate of pay, including the Foreman premium rate.

There shall be a Foreman on each job and a General Foreman on each job with twenty-two (22) or more employees and the Employer may select from his Journeyman employees whomever he wishes to be Foreman and General Foreman from the Local Union 669 bargaining unit.

ARTICLE 10

INSPECTION PRIVILEGES: Authorized Agents of the Union shall have access to the Employer's job site unless prohibited by the authority having jurisdiction for job site security, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule. Upon request, the Employer agrees to make all reasonable efforts to secure access to the job site for authorized union agents from the authority having jurisdiction for job site security.

ARTICLE 11

TRAVEL EXPENSES:

(A) Effective April 1, 2016, when an employee is required to travel to a job within sixty (60) miles of his residence, he shall be paid no expenses of any kind.

(B) When an employee is required to travel to a job beyond sixty (60) miles up to and including eighty (80) miles from his residence, he shall be paid Seventeen Dollars and Fifty Cents (\$17.50) per day, effective April 1, 2016. Effective January 1, 2017 such employee shall be paid Nineteen Dollars (\$19.00) per day.

(C) When an employee is required to travel to a job beyond eighty (80) miles up to and including one hundred (100) miles from his residence, he shall be paid Twenty-Seven Dollars and Fifty Cents (\$27.50) per day, effective April 1, 2016. Effective January 1, 2017, such employee shall be paid Twenty-Nine Dollars (\$29.00) per day.

(D) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall receive subsistence for each day worked in the amount of Eighty Dollars (\$80.00) per day, effective April 1, 2016. Effective January 1, 2017, such employee shall be paid Ninety Dollars (\$90.00) per day. Effective January 1, 2018, such employee shall

be paid One Hundred Dollars (\$100.00) per day. Effective January 1, 2019, such employee shall be paid One Hundred Five Dollars (\$105.00) per day.

(E) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall be paid at the rate of Fifty-Four Cents (\$0.54) a mile in going to the job for the first time, together with travel time at the rate of one-quarter (1/4) hour travel time for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2016.

Whenever the employee's job in excess of one hundred (100) miles is completed or the employee is transferred by his Employer to another job, the employee shall be paid at the rate of Fifty-Four Cents (\$0.54) a mile to the point at which the employee entered the Employer's service or the next contract, together with travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2016.

(F) 1. The parties to this Agreement, may, by mutual written agreement, designate area(s) as "fully employed". The Employer may thereafter, at its option, request that the Union refer unemployed Journeymen or Apprentices who reside outside the designated area. The Union will, at the Employer's request, refer unemployed Journeymen and Apprentices from an unemployment list maintained for this purpose, to the extent available and within five (5) working days of its receipt of the Employer's request.

2. Journeymen and Apprentices residing outside the designated area where the job-site is located will be referred from the nearest Local 669 District and according to the length of time on the unemployment list, referred to above, pursuant to the Union's nondiscriminatory referral procedures established for this purpose.

3. Journeymen and Apprentices referred pursuant to this procedure will be employed for a minimum of thirty (30) working days unless the Employer has "just cause" to terminate them.

4. Journeymen and Apprentices referred to the Employer pursuant to this procedure shall be paid Eighty Dollars (\$80.00) per day, effective April 1, 2016. Effective January 1, 2017, such employee shall be paid Ninety Dollars (\$90.00) per day. Effective January 1, 2018, such employee shall be paid One Hundred Dollars (\$100.00) per day. Effective January 1, 2019, such employee shall be paid One Hundred Five Dollars (\$105.00) per day. There shall be no travel pay or mileage as provided in this Article for travel from and to the employee's residence outside the "fully employed" area.

5. For travel from job to job within the "fully employed" area when the employee is required to travel more than forty (40) miles, he shall be paid Fifty-Four Cents (\$0.54) per mile effective April 1, 2016 between jobs and also travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours pay in any twenty-four (24) hour period. Mileage shall be computed between jobs within the "fully employed" area rather than from the employee's residence.

(G) When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Article, except, however, he shall be required to pay travel time and subsistence in accordance with this Article. No subsistence shall be paid when the Employer furnishes daily transportation and the employee chooses to travel back and forth from his home. "Suitable transportation" means vehicles in conformity with Federal Motor Vehicle Safety Standards & Regulations.

(H) If the employee leaves his work before it is completed and without the consent of the Employer, traveling shall be at the employee's own time and expense.

(I) Residence shall be solely determined by the employee and the employee shall file this in writing with the Employer and the Union.

(J) Travel for Alaska: The following travel expenses shall be allowed from the lower forty-eight (48) states to Alaska:

The employee shall be paid Fifty-Nine Cents (\$0.59) per mile effective April 1, 2016 and travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

For travel in the state of Alaska, the employee shall be paid Fifty-Nine Cents (\$0.59) per mile and travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

In addition, all air travel for the employee shall be coach airfare from the airport of embarkation to the job in Alaska, together with four (4) hours of travel time if the time of travel is less than four (4) hours, and eight (8) hours of travel time if the time of travel is four (4) hours or more.

At the option of the Employer, subsistence shall be One Hundred Twenty Dollars (\$120.00) per day effective April 1, 2016, five (5) days a week, or days worked, whichever is greater, or suitable room and board [two (2) men to a standard double room with two beds]. This paragraph shall apply to Alaska only and to those situations where employees are sent to Alaska from the lower forty-eight states (mainland) and where employees who are residents of Alaska are required to travel to a job in excess of one hundred (100) miles from his residence.

When an employee is required to travel more than one hundred (100) miles, but less than two hundred and fifty (250) miles from his residence, and is required to work six (6) days in a standard work week, the employee shall be paid seven (7) days subsistence.

When an employee is required to travel two hundred and fifty (250) or more miles from his residence, seven (7) days subsistence shall be paid.

If the employee is discharged for good cause or quits before completion of the work project, his subsistence allowance for meals and lodging shall cease. If the employee does not stay on the work project until the work project is completed, he shall pay his own return transportation.

When the employee arrives at the Alaska airport, ground transportation to the job or the cost thereof shall be furnished by the Employer, plus one-quarter (1/4) hour of pay for each fifteen (15) miles traveled.

When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Section J, except, however, he shall be required to pay travel time and subsistence in accordance with this Section J. No subsistence shall be paid when the Employer furnishes daily transportation, and the employee chooses to travel back and forth from his home.

When the employee returns from Alaska, he shall be paid expenses on the same basis as set forth herein for his travel to Alaska.

(K) For the purpose of contributions to all Funds set forth in this Agreement, travel hours paid for shall be considered hours worked.

(L) All travel hours outside of the regular established working hours shall be at time and one half (except for Sundays and Holidays which shall be at double time) in accordance with Sections (E), (H), and (K).

(M) Nothing herein contained shall be considered as inconsistent with the Federal Wage and Hour Laws.

(N) For the purpose of this Article, all miles traveled by an employee shall be determined by reference to maps.google.com. Where the actual point of residence or job is not designated, miles traveled shall be the mileage between the points closest to the actual point of residence or job which are designated in maps.google.com.

(O) Subsistence, in accordance with Paragraphs (D) & (K) above, shall be paid if an employee is prohibited from working because of weather conditions.

(P) An employee shall receive fifty percent (50%) of the travel payment set forth in Paragraphs (B) and (C) of this Article, if applicable, when the employee is entitled to a payment as provided in Article 12, Paragraph (D).

ARTICLE 12

HOURS OF WORK, SHIFTS AND OVERTIME:

(A) **HOURS OF WORK:** The standard work day and week shall be eight (8) consecutive

hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday or shall conform to the practice on the job site. With prior written notice to the Union, four (4) days at ten (10) hours a day may be worked at straight time in states where it is legal Monday through Friday and need not be consecutive. Any hours worked outside of the standard work day and week as defined above shall be considered overtime hours, unless otherwise specifically agreed to by the Union.

(B) **SHIFTS:** Shift work may be performed at the option of the Employer; however, when shift work is performed it shall be on the same job site, and it must continue for a period of five (5) consecutive work days. Eight (8) hours of work constitutes a shift. The hourly rate for men on the second and/or third shifts shall be fifteen percent (15%) above the basic hourly rate. There shall be a minimum of two (2) men on each shift. It shall not be required to work a day shift in order to work a second and/or third shift in accordance with this paragraph.

(C) **OVERTIME:** All overtime, except for Sundays and Holidays, shall be at the rate of time and a half. Overtime worked on Sundays and Holidays shall be at double time. The following days shall be considered Holidays:

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day.

When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate.

When one of the above holidays fall on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

Should any Federal or State law be enacted which would change the day on which these holidays are now celebrated, the newly established day shall be considered the holiday.

(D) It is also agreed that any employee after being hired or reporting for work at the regular time for whom no work is provided shall receive four (4) hours pay at the prevailing rate of wage unless he has been notified before leaving home not to report. It is also agreed that any employee after working in the morning and having started work after the lunch period, shall receive four (4) hours pay at the prevailing rate of wage for the afternoon. An exception shall be made when weather or strike conditions make it impossible to put such an employee to work, or any such stoppage of work is occasioned thereby, or any employee leaves his work of his own accord.

(E) **TIME OFF FOR UNION ACTIVITIES:** The Employer agrees to grant the necessary time off, without discrimination and without pay, to any employee designated by the

Union to attend a labor convention or serve in any capacity on other official Union business, provided seventy-two (72) hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

- (F) **OFF HOURS:** On all buildings that are occupied and the hours are not under the control of the contractor, and the hours do not fall into the category of the regular work day, the contractor may bid the "Off Hours" at straight time plus fifteen percent (15%). This paragraph shall not apply to new construction or emergency work.

It is understood that prior to the initiation of the "Off Hours" provision, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that work in the above paragraph be done during the "Off Hours" period. The Union will be given five (5) days to verify the conditions.

- (G) **COMPUTATION OF OVERTIME:** For purposes of computing overtime compensation pursuant to this Article, when an Employee's wage rate is adjusted to include a shift or off hours differential for premium work as provided for in this Agreement, the differential shall be included in the calculation of overtime compensation for that Employee.

ARTICLE 13

PRODUCTION OF LABOR: There shall be no limitation of the amount of work to be performed, except as required by Article 26.

No Sprinkler Fitter Journeyman or Apprentice working for an Employer shall work overtime at sprinkler work for another Employer during any twenty-four (24) hour calendar day period.

There shall be no restriction as to the use of machinery and tools, except as required by Article 26.

There shall be no limitation as to the method or manner in which work shall be done, except as required by Article 26.

There shall be no restriction as to the use of material, except as required by Article 26.

Addendum B, the U.A. Standard for Excellence, is incorporated by reference herein.

ARTICLE 14

MATERIALS AND EQUIPMENT AND FABRICATION: The Union shall accept all materials and equipment as delivered by or for the Employer and the unloading, handling,

stockpiling, and installing of such material and equipment shall be performed by employees covered by this Collective Bargaining Agreement.

The assembling and fabrication of welded pipe formations, when performed on the job site, shall be done by Journeymen and/or Apprentices receiving the rates in this Agreement.

The welding provisions also apply to CO-2 and fire extinguisher systems.

Where Journeymen or Apprentices are required to take welding tests for certification they shall, before starting the test, be placed on the payroll of the Employer, and shall be paid in accordance with the wage schedule and travel article contained in this Agreement. All tools and safety equipment required for the test shall be furnished by the Employer.

All brazing and soldering of copper pipe done in the Sprinkler Industry shall be fabricated and assembled by Journeymen and/or Apprentices on the job site.

MAKING ON FITTINGS: It is understood and agreed that the Employer shall have the right to make-on only three (3) screwed fittings on threaded pipe, permanently tight in the factory for shipment to any job within the territory of the Local Union and that the employees covered by this Agreement shall install this material without objection or interruption. The foregoing shall, however, not apply to spool pieces, feed main nipples and risers, and pipe fittings that must be hot dipped.

The preparation of pipe for mechanical fittings and the attachment of three (3) mechanical fittings to one (1) piece of pipe may be performed in the factory. The attachment of additional mechanical fittings to said pipe shall be performed in the field by employees covered by this Collective Bargaining Agreement.

ARTICLE 15

TOOLS: All tools will be furnished by the Employer.

Small Tools: The Employer will provide to the employee their initial set of tools. After the contractor's initial purchase, the replacement of the following tools shall be the responsibility of the employee:

- 1) 5 gal. bucket or hand held toolbox
- 1) Bucket caddy
- 1) 10" "Ridgid" aluminum pipe wrench
- 1) 14" "Ridgid" aluminum pipe wrench
- 1) 18" "Ridgid" aluminum pipe wrench
- 1) 10" adjustable wrench
- 1) # 420 or 430 Channel locks
- 1) # 426 Channel locks
- 1) Allen wrench set
- 1) Straight screwdriver

- 1) Phillips head screwdriver
- 1) 2-lb ball-peen hammer
- 1) 3/4" x 12" chisel
- 1) 12" adjustable wrench
- 1) Hack saw
- 1) 25' tape
- 1) Tin snips
- 1) 1/2" ratchet & socket set (3/8" - 1 1/4")
- 1) 3/8" ratchet, 9/16" socket & 3/8" x 8 point socket
- 1) Utility or pocket knife
- 1) 6' rule
- 1) Magnetic torpedo level
- 1) Key-hole saw
- 1) Half round file
- 1) Flashlight / Headlamp

Small tools will be provided by the employer and should be in good working condition, not necessarily new, with a lifetime guarantee. The standard is American made and lifetime guarantee except pipe wrenches which shall be "Ridgid". This standard shall be effective as of May 1, 2013, except the requirement for "Ridgid" pipe wrenches which shall be effective at all times.

Employees will be required to sign a "Tool Sign-Off Sheet" indicating the employee has received the small tools, and understands this article. A copy of this sheet will be kept by the employee and the Employer and a copy will be forwarded to the local business agent for their records.

Employees are authorized to transport the tools listed above in a five (5) gallon bucket or a regular sized hand held toolbox from one (1) jobsite to another. Tools should be kept in the employees' possession. If an employee reports to work without the above list of small tools, the employee can be denied work with no show up pay.

All expendable parts of tools shall be replaced at the contractor's expense, i.e. hack saw blades, knife blades, jaws, heels, batteries, etc.

All tools shall have employees' initials engraved or stamped on the tools for identification.

It is mutually agreed that the contractors shall supply the tools specified above by May 1, 2013 or within thirty (30) days of the employee's hire whichever applies. Probationary apprentices who are cancelled from the JATC shall return the tools in serviceable condition to the Employer.

In those cases where the small tools as described above are stored in a gang box, job box or company trailer or vehicle in the custody of the contractor and theft occurs, the employee shall not be held responsible and said tools shall be replaced by the company.

Any and all Personal Protection Equipment (PPE) shall be supplied by the company.

Where an employee is required to travel by air or train to the jobsite, the Employer shall pay for the cost of the transport or shipment of tools.

Except for the small tools listed in this Article, employees shall be allowed to carry tools, materials and equipment only in company owned vehicles.

It is understood and agreed that the Employer may adopt and enforce reasonable written rules with respect to the retention and care of tools, so long as a copy of said rules is provided to the Union and said rules are enforced on a nondiscriminatory basis. As part of these rules, the Employer may require that all tools, which are lost or unaccounted for, must be replaced by the employee. The employee shall abide by reasonable Employer rules providing for the care of such tools and equipment.

ARTICLE 16

APPRENTICES: The parties mutually agree that an Apprentice system has been established and that the wages, hours and working conditions of Apprentices shall be as covered by the Joint Apprentice Standards, which are incorporated by reference herein. Changes in the Apprenticeship Standards can only be made by mutual agreement of the parties to this Agreement. Such modification shall be submitted to the Office of Apprentice Training, Employer and Labor Services of the U.S. Department of Labor, for approval. Apprentices employed before such modification shall not be affected without their consent. It is expressly understood and agreed that the Employer shall not lay off a Journeyman or Apprentice in order to hire a new Apprentice. There shall be no restrictions on the hiring of Apprentices, other than the ratios as outlined below.

When the Employer gives favorable consideration to Apprentices referred from the Union, or if the Union is unable to refer qualified Apprentices within seventy-two (72) hours, the restrictions below will not apply.

In any event, the Employer shall not employ more than one (1) Apprentice per each Journeyman, establishing a 1:1 ratio of Apprentices to Journeyman.

If unemployment within the District of the applicant's home address exceeds eight percent (8%) or ten (10) Journeymen and Apprentices, whichever is greater, the Employer may not hire a new Apprentice for thirty (30) days after the JATC notifies the Union of the request for an Apprentice, or until the percent no longer exceeds eight percent (8%) or ten (10) Journeymen and Apprentices within the District of the applicant's home address.

At the expiration of thirty (30) days, the Employer may hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if the eight percent (8%)/ten (10) Journeymen/Apprentices unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's national unemployment list for every new Apprentice hired during that time frame.

At the expiration of thirty (30) days, the Employer may make a second request for Apprentices and, if the eight percent (8%)/ten (10) Journeymen/Apprentice unemployment continues, the Employer may, after the expiration of the thirty (30) day period, hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if such unemployment continues, the Employer shall hire one (1) unemployed Journeyman or Apprentice from the Union's national unemployment list for each new Apprentice hired during that time frame.

Under these requirements, the Employer may hire a maximum of six (6) Apprentices in any calendar year in any District where the eight percent (8%)/ ten (10) Journeyman/Apprentice unemployment continues to exist.

Within fifteen (15) calendar days of the hiring of a new Apprentice, any lay off by the Employer within one hundred (100) miles of that Apprentice's home address shall include the new Apprentice.

If the newly employed Apprentice is terminated by the Employer for "just cause" or quits, the Employer shall have the right to replace that Apprentice. The "just cause" requirement shall not apply to probationary Apprentices.

Newly indentured Apprentices shall be issued a temporary ID before they report for work. The temporary ID shall be e-mailed or faxed to the hiring contractor's office within twenty-four (24) hours of approval of the JATC office. This temporary ID will be valid up to one hundred twenty (120) days from date of hire. Such temporary ID shall be sent by fax, e-mail or other such rapid means to the Contractor's office as to permit immediate placement on the payroll.

All Apprentices shall be paid a progressively increasing rate of wage based upon the applicable percentage schedules in effect.

Apprentices Rate	Percentage Scale of Journeyman's Rate
Class 1	45%
Class 2	50%
Class 3	55%
Class 4	60%
Class 5	65%
Class 6	70%
Class 7	75%
Class 8	80%
Class 9	85%
Class 10	90%

It is understood and agreed that adoption of the foregoing Apprentice wage structure shall not result in a decrease in the wage rate of any existing Apprentice.

Effective upon ratification of this agreement, through December 31, 2016, NASI

Health and Welfare contributions shall be made on behalf of Class 1 and 2 Apprentices at Seven Dollars and Forty-Five Cents (\$7.45) per hour for Level 2 coverage. This amount shall include Seven Dollars and Eight Cents (\$7.08) for Level 2 NASI Health and Welfare benefits and Thirty-Seven Cents (\$0.37) per hour for RESA.

Effective January 1, 2017, NASI Health and Welfare contributions for Level 2 coverage shall be Seven Dollars and Sixty Cents (\$7.60) per hour. This amount shall include Seven Dollars and Eight Cents (\$7.08) per hour for Level 2 coverage and Fifty-Two Cents (\$0.52) per hour for RESA.

Effective January 1, 2018 and through the remainder of this agreement, NASI Health and Welfare contributions for Level 2 coverage shall be Seven Dollars and Seventy-Five Cents (\$7.75) per hour. This amount shall include Seven Dollars and Eight Cents (\$7.08) per hour and Sixty-Seven Cents (\$0.67) per hour for RESA.

Effective April 1, 2016, NASI Health and Welfare contributions will be made as required in Article 19 for Class 3 through 10 Apprentices.

Education and Industry Promotion Fund contributions shall be made on behalf of Apprentices as required by Articles 21 and 22 of this Agreement.

Effective April 1, 2016, NASI Pension Fund contributions will be made for all hours worked by all Apprentices except for Class 1 and 2 Apprentices.

Where there is no Journeyman S.I.S. contribution, there shall be no Apprentice S.I.S. contribution.

For Apprentices indentured on or after April 1, 2010 and prior to April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 10 at the rate per the JATC S.I.S. chart in addition to their wages.

Effective April 1, 2016, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices. For Apprentices Class 3 and 4 the S.I.S. rate shall be Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices, where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Twenty-Five Cents (\$0.25) per hour worked in addition to wages. Class 5 through 10 Apprentices, where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Fifty Cents (\$0.50) per hour worked in addition to wages.

Effective April 1, 2017, for Apprentices Class 3 and 4 the S.I.S. rate shall be Forty Cents (\$0.40) per hour in addition to their wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Forty Cents (\$0.40) per hour worked in addition to wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per

hour, the S.I.S. contribution shall be Sixty-Five Cents (\$0.65) per hour worked in addition to wages.

Effective April 1, 2018, for Apprentices Class 3 and 4 the S.I.S. rate shall be Sixty-Five Cents (\$0.65) per hour in addition to their wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Sixty-Five Cents (\$0.65) per hour worked in addition to wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Ninety Cents (\$0.90) per hour worked in addition to wages.

RATIO OF APPRENTICES TO JOURNEYMEN: Employers employing Apprentices under the terms and conditions of this Article shall be allowed one (1) Apprentice to the first Journeyman and one (1) Apprentice to each Journeyman thereafter. No Apprentice may be employed on a job where there are no Journeymen employed.

Each Employer shall report semi-annually on January 1 and July 1 to the Joint Apprenticeship and Training Committee the number of Journeymen and Apprentices working for them.

ARTICLE 17

WORKING WITHIN JURISDICTION OF OTHER SPRINKLER UNIONS: When employees covered by this Agreement enter into the jurisdiction of other Sprinkler Local Unions, they shall work under the terms and conditions of the existing sprinkler bargaining agreement in effect in that area.

When an employee is sent into the territory of another Sprinkler Local, he shall receive his pay, expenses and travel time under the 669 Agreement until he actually enters the jurisdiction of the other Local and starts work.

For the purpose of travel pay, the rate of the state of the employee's residence shall prevail.

ARTICLE 18

JURISDICTION OF WORK: The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto. Also included shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Work of the nature described above that is generated by the inspection or testing of a fire protection system, but not the inspection or testing itself, is covered by this Agreement.

All applicable points of the 50 Articles of Jurisdiction of the United Association shall be included (see Addendum A to this Agreement). But the Articles of Jurisdiction do not expand the Employer or the Union's rights under this Article.

SUBCONTRACTING: Any Employer party to this Agreement may subcontract the work as outlined in the paragraph above, provided he subcontracts to a contractor that has a Collective Bargaining Agreement with Local Union 669.

ARTICLE 19

NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND: It is mutually agreed that a Welfare Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

There has been created a Board of Trustees of ten (10) members, five (5) appointed by the National Fire Sprinkler Association, Inc., and five (5) Union Trustees, three (3) appointed in accordance with Local Union 669's Constitution and By-Laws and two (2) appointed in accordance with the National Automatic Sprinkler Industry Welfare Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Welfare Fund.

Effective April 1, 2016, each contractor shall pay to the Fund Eight Dollars and Seventy-Seven Cents (\$8.77) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. This amount shall include Eight Dollars and Seven Cents (\$8.07) for Level 1 NASI Health and Welfare Benefits and Seventy Cents (\$0.70) per hour for RESA.

Effective January 1, 2017, each contractor shall pay to the Fund Nine Dollars and Seventeen Cents (\$9.17) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. This amount shall include Eight Dollars and Thirty-Two Cents (\$8.32) for Level 1 NASI Health and Welfare Benefits and Eighty-Five Cents (\$0.85) per hour for RESA.

Effective January 1, 2018, each contractor shall pay to the Fund Nine Dollars and Sixty-Seven Cents (\$9.67) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. This amount shall include Eight Dollars and Sixty-Seven Cents (\$8.67) for Level 1 NASI Health and Welfare Benefits and One Dollar (\$1.00) per hour for RESA.

Effective January 1, 2019, each contractor shall pay to the Fund an additional Thirty-Five Cents (\$0.35) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2020, the combined total of the hourly contribution rates for the NASI Health and Welfare, RESA, and the NASI Pension and Education Funds shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Effective January 1, 2021, the combined total of the hourly contribution rates for the NASI Health and Welfare, RESA, and the NASI Pension and Education Funds shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The Trustees of the National Automatic Sprinkler Industry Welfare Fund are authorized to enter into reciprocal agreements with Trustees of other welfare funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

ARTICLE 20

NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND: It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

There has been created a Board of Trustees of ten (10) members, five (5) appointed by the National Fire Sprinkler Association, Inc., and five (5) Union Trustees, three (3) appointed in accordance with Local Union 669's Constitution and By-Laws and two (2) appointed in accordance with the National Automatic Sprinkler Industry Pension Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Pension Fund.

Effective April 1, 2016, each contractor shall pay to the Fund Six Dollars and Five Cents (\$6.05) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2017 the contribution to the National Automatic Sprinkler Industry Pension Fund will increase by Fifteen Cents (\$0.15) to Six Dollars and Twenty Cents (\$6.20) per hour.

Effective January 1, 2018, each contractor shall pay to the Fund Six Dollars and Forty Cents (\$6.40) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2019, each contractor shall pay to the Fund Six Dollars and Sixty Cents (\$6.60) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2020, the combined total of the hourly contribution rates for the NASI Health and Welfare, RESA, and the NASI Pension and Education Funds shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Effective January 1, 2021, the combined total of the hourly contribution rates for the NASI Health and Welfare, RESA, and the NASI Pension and Education Funds shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The Trustees of the National Automatic Sprinkler Industry Pension Fund are authorized to enter into reciprocal agreements with Trustees of other pension funds providing for the transfer of contributions between funds so that employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal agreements.

ARTICLE 21

NASI-LOCAL 669 INDUSTRY EDUCATION FUND: It is mutually agreed that an Apprenticeship System has been established for the purpose of providing educational training as provided by the Apprenticeship Standards.

An Educational Trust Fund has been established. There has been created a Board of Trustees consisting of six (6) members; three (3) appointed by the National Fire Sprinkler Association, Inc., and three (3) Union Trustees appointed in accordance with the Constitution and By-Laws of Local Union 669.

The duty of this Board of Trustees shall be to administer the existing Agreement and

Declaration of Trust in accordance with Federal, State and Local laws and to take all necessary steps to carry out the legal operation of the above agreed Educational Fund.

Effective April 1, 2016, each contractor shall pay to the Fund Thirty-Five Cents (\$0.35) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

Effective April 1, 2017, each contractor shall pay to the Fund Thirty-Seven Cents (\$0.37) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

Effective April 1, 2018, each contractor shall pay to the Fund Forty-Two Cents (\$0.42) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

Residential: Effective April 1, 2016, each contractor shall pay to the Fund Ten Cents (\$0.10) per hour for all hours worked under the Local 669 Residential Work provisions of Article 7A of this Collective Bargaining Agreement. Contractors may make the payments required by this Article by the electronic transfer of funds.

United Association International Training Fund: In order to carry out the functions of the International Training Fund, each contractor who is party to this Agreement shall forward to the NASI Fund Office Ten Cents (\$0.10) per hour for all hours worked by all Journeymen and Apprentices whose wages are covered by this Collective Bargaining Agreement, effective April 1, 2016. NASI will forward these contributions to the United Association International Training Fund.

ARTICLE 22

ADDITIONAL FUNDS

(A) Supplemental Pension Fund:

It is mutually agreed that a Sprinkler Industry Supplemental Defined Contribution Pension Fund has been established for those employees whose wages are covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the Fund, each contractor who is a party to this Agreement and performing work within the following states shall contribute to the Fund for all work performed by Journeymen and Class 5 through 10 Apprentices who were indentured prior to April 1, 2010 within those states in the following amounts:

	Effective Dates		
	4/1/2016	4/1/2017	4/1/2018
Alabama	\$0.50	\$0.65	\$0.90
Alaska	\$7.30	\$7.45	\$7.70
Arizona	\$4.20	\$4.35	\$4.60
Arkansas	\$1.95	\$2.10	\$2.35
California (1)	\$4.98	\$5.13	\$5.38
California (2)	\$5.00	\$5.15	\$5.40
California (3)	\$5.01	\$5.16	\$5.41
California (4)	\$4.29	\$4.44	\$4.69
Colorado	\$4.23	\$4.38	\$4.63
Connecticut	\$5.50	\$5.65	\$5.90
Delaware	\$5.70	\$5.85	\$6.10
District of Columbia	\$3.25	\$3.40	\$3.65
Georgia	\$1.50	\$1.65	\$1.90
Idaho	\$4.37	\$4.52	\$4.77
Illinois	\$3.00	\$3.15	\$3.40
Indiana	\$3.26	\$3.41	\$3.66
Iowa	\$3.25	\$3.40	\$3.65
Kansas	\$2.63	\$2.78	\$3.03
Kentucky	\$2.75	\$2.90	\$3.15
Louisiana	\$0.50	\$0.65	\$0.90
Maine	\$3.91	\$4.06	\$4.31
Maryland	\$3.25	\$3.40	\$3.65
Massachusetts	\$6.08	\$6.23	\$6.48
Michigan	\$2.75	\$2.90	\$3.15
Minnesota	\$2.50	\$2.65	\$2.90
Mississippi	\$1.18	\$1.33	\$1.58
Missouri	\$4.18	\$4.33	\$4.58
Montana	\$3.25	\$3.40	\$3.65
Nebraska	\$3.25	\$3.40	\$3.40
Nevada (1)	\$5.56	\$5.71	\$5.96
Nevada (2)	\$5.64	\$5.79	\$6.04
New Hampshire	\$3.81	\$3.96	\$4.21
New Jersey	\$7.09	\$7.24	\$7.49
New Mexico	\$3.20	\$3.35	\$3.60
New York (1)	\$6.15	\$6.30	\$6.55
New York (2)	\$6.43	\$6.58	\$6.83
New York (3)	\$6.15	\$6.30	\$6.55
North Carolina	\$0.00	\$0.00	\$0.00
North Dakota	\$0.75	\$0.90	\$1.15
Ohio	\$4.72	\$4.87	\$5.12
Oklahoma	\$1.25	\$1.40	\$1.65
Oregon (District 1)	\$5.48	\$5.63	\$5.88
Oregon (District 21)	\$5.38	\$5.53	\$5.78
Pennsylvania	\$5.50	\$5.65	\$5.90

Rhode Island	\$5.50	\$5.65	\$5.90
South Carolina	\$1.19	\$1.34	\$1.59
South Dakota	\$0.50	\$0.65	\$0.90
Tennessee	\$0.50	\$0.65	\$0.90
Texas	\$2.25	\$2.40	\$2.65
Utah	\$2.50	\$2.65	\$2.90
Vermont	\$3.30	\$3.45	\$3.70
Virginia (1)	\$1.88	\$2.03	\$2.28
Virginia (2)	\$3.25	\$3.40	\$3.65
Washington (District 1)	\$5.48	\$5.63	\$5.88
Washington (District 21)	\$5.38	\$5.53	\$5.78
West Virginia	\$4.00	\$4.15	\$4.40
Wisconsin	\$4.09	\$4.24	\$4.49
Wyoming	\$3.88	\$4.03	\$4.28

Counties

1) California (1)

Counties- Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Stanislaus, Tulare, Tuolumne, and portion of Kern County WEST of Highway 14.

2) California (2)

Counties- Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glen, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo and Yuba.

3) California (3)

Counties- San Bernardino, Riverside, Orange, Imperial, Inyo, Los Angeles, Mono, Ventura, and portion of Kern County EAST of Highway 14.

4) California (4)

Counties- San Diego County.

5) Nevada (1)

Excludes Nevada counties of Clark, Nye and Lincoln.

6) Nevada (2)

Includes Nevada counties of Clark, Nye and Lincoln.

7) New York (1)

Excludes the counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland, Albany, Rensselaer, Schenectady, Saratoga and Warren.

8) New York (2)

Includes counties of Orange, Putnam, Westchester, Sullivan, Ulster, Dutchess and Rockland.

9) New York (3)

Includes counties of Albany, Rensselaer, Schenectady, Saratoga and Warren.

10) Virginia (1)

Excludes the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania and City of Alexandria.

11) Virginia (2)

Including the counties of Fairfax, Arlington, Prince William, Loudon, Fredrick, Clarke, Stafford, Spotsylvania and City of Alexandria.

Where there is no Journeyman S.I.S. contribution, there shall be no Apprentice S.I.S. contribution.

Effective April 1, 2017, the hourly S.I.S. Fund contribution rate shall be increased by Fifteen Cents (\$0.15) per hour; and effective April 1, 2018, the hourly S.I.S. Fund contribution rate shall be increased by Twenty-Five Cents (\$0.25) per hour.

For Apprentices indentured on or after April 1, 2013, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices.

Effective April 1, 2016, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices. For Apprentices Class 3 and 4 the S.I.S. rate shall be Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices, where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Twenty-Five Cents (\$0.25) per hour worked in addition to wages. Class 5 through 10 Apprentices, where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Fifty Cents (\$0.50) per hour worked in addition to wages.

Effective April 1, 2017, for Apprentices Class 3 and 4 the S.I.S. rate shall be Forty Cents (\$0.40) per hour in addition to their wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Forty Cents (\$0.40) per hour worked in addition to wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Sixty-Five Cents (\$0.65) per hour worked in addition to wages.

Effective April 1, 2018, for Apprentices Class 3 and 4 the S.I.S. rate shall be Sixty-Five Cents (\$0.65) per hour in addition to their wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Sixty-Five Cents (\$0.65) per hour worked in addition to wages. Class 5 through

10 Apprentices where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Ninety Cents (\$0.90) per hour worked in addition to wages.

Effective April 1, 2019, the combined total of the wage and S.I.S. rates shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Effective April 1, 2020, the combined total of the wage and S.I.S. rates shall be increased by a total of three percent (3%). The Employers shall be given sixty (60) days prior written notice of the allocation.

Under this Agreement, it is agreed that a Sprinkler Industry Supplemental (S.I.S.) Defined Contribution Fund contribution shall be established for Residential Tradesman and Helpers pursuant to the following terms.

For Residential Tradesmen and Helpers who have completed one (1) year probationary employment, who are employed as of January 1, 2017, and thereafter, S.I.S. Fund contributions shall be required for all hours worked at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages.

For Residential Tradesmen and Helpers who have completed one (1) year probationary employment, who are employed as of January 1, 2018, and thereafter, S.I.S. Fund contributions shall be required for all hours worked at the rate of Thirty-Five Cents (\$0.35) per hour in addition to their wages.

For Residential Tradesmen and Helpers who have completed one (1) year probationary employment, who are employed as of January 1, 2019, and thereafter, S.I.S. Fund contributions shall be required for all hours worked at the rate of Fifty Cents (\$0.50) per hour in addition to their wages.

Contractors may make the payments required by this Article by the electronic transfer of funds.

The contractor shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

This Fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc., and Road Sprinkler Fitters Local Union No. 669 and Local Union No. 709, Los Angeles, California; Local Union No. 483, San Francisco, California; and Local Union No. 699, Seattle, Washington.

There shall be an equal number of Association and Union Trustees appointed by the respective parties to this Agreement. It shall be a duty of the Trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the Fund.

The Employers bound by this Agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the Sprinkler Industry Supplemental Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

(B) Industry Promotion Fund:

Effective the 1st day of April, 2016, the Employer shall pay to the National Fire Sprinkler Industry Promotion Fund a sum of money equal to Twenty-Five Cents (\$0.25) per hour for each hour worked by each employee subject to this Agreement.

It is agreed by the parties to this Agreement that the contributions covered by this Article shall not be used in any manner which would be adverse to the interests of Local Union 669. The Association agrees to meet periodically, at least once a year, to discuss the use of these Funds.

It is further agreed that should any of the contributions be used in any manner which is or are adverse to the interests of Local Union 669, then the Parties to the Agreement shall meet within ten (10) days to resolve said issue.

The Employer agrees to become party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund. It is understood and agreed that the Fund and Program of Benefits at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the United States Treasury Department and other appropriate governmental agencies, if necessary, to permit all Employers an income tax deduction for contributions paid hereunder.

ARTICLE 23

MONTHLY REPORTS: Employers party to this Agreement shall submit contributions to the Welfare, RESA, Pension, Educational, S.I.S. and Industry Promotion Funds in accordance with rules, regulations and procedures established by the Trustees of the Welfare, RESA, Pension, Educational, S.I.S. and Industry Promotion Funds.

The Employer agrees that the Trustees of the Welfare Trust, the Pension Trust, the Educational Trust, the S.I.S. Trust, and the Industry Promotion Trust, or their designees, shall have the authority to order an audit of the payroll, wage and related records (including supporting work sheets) of the Employer for the purpose of insuring compliance with the terms of this Agreement requiring contributions to the Trust Funds.

The Employer agrees that in the event the Trustees institute or participate in legal proceedings to collect payments or contributions from an Employer, the Employer shall also be required to pay reasonable attorney's fees, expenses of collection and interest at the highest rate permitted by the laws of the State where the legal proceeding is instituted.

Each contractor who is a subscriber to this Agreement or who desires to become a

subscriber to this Agreement shall furnish to the Union with a copy to the NFSA a cash or surety bond with a U. S. Treasury Listed Bonding Company in proportion to the average number of hours worked per month during the preceding year:

Number of Reportable Hours Per Month	Effective April 1, 2016 Amount of Bond or Irrevocable Letter of Credit
1-350	\$25,000
351-900	\$50,000
901-2,000	\$100,000
Over 2,000	\$250,000

Said bond shall expressly guarantee, in the following order of priority:

- (1) Wages, including dues, as required by this Agreement;
- (2) Welfare Fund contributions, as required by this Agreement;
- (3) Pension Fund contributions, as required by this Agreement;
- (4) Education Fund contributions, as required by this Agreement;
- (5) S.I.S. Fund contributions, as required by this Agreement;
- (6) Industry Promotion Fund contributions, as required by this Agreement; and
- (7) Liquidated Damages, interest and attorney's fees, as established by the Trustees of the Fund.

Each such bond shall provide, that in the event an Employer rejects this Agreement in connection with a bankruptcy proceeding, the bond shall also guarantee payments to the Welfare, Pension, S.I.S. and Industry Promotion Funds (in that order of priority), which would have been required by this Agreement, but for the Court's Order approving rejection of the Agreement.

In lieu of a bond an Irrevocable Letter of Credit from an FDIC Bank representing the correlated bond amount for the number of reportable hours worked per month shall be accepted.

Any contractor who becomes signatory to this Agreement must have a bond on file with the Local within fifteen (15) calendar days of the signing of this Agreement.

Should the contractor fail to provide and maintain the bond as required, the Union shall have the right to remove the employees covered by this Agreement or take other legal economic actions against the Employer provided however, that the contractor first be given fifteen (15) calendar days written notice by the Local Union headquarters of his failure to comply.

In the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

Any contractor who puts up a cash bond recognizes that in order to defray the costs of maintaining an escrow account for cash bonds, any interest earnings by such bond shall be the property of the Union. A copy of the cash bond shall be provided to the National Fire Sprinkler Association.

LATE FILING CLAUSE: It is agreed that in the event the Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare Fund, the Pension Fund, or other Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of each Fund, the employees and/or the Union shall have the right to take action that may be necessary until such delinquent payments are made; provided however, that such action is subsequent to the Employer receiving notice in writing from the Welfare, Pension, Educational, S.I.S. and/or Industry Promotion Trust Fund Administrator that said contractor is delinquent and it is further agreed that in the event such action is taken, the Employer shall be responsible for any loss resulting therefrom.

ARTICLE 24

INCLUSION OF OTHER LOCAL UNIONS: It is mutually agreed that if the National Fire Sprinkler Association, Inc. shall agree with the other Local Unions of the United Association of Journeymen and Apprentices for the establishing of Welfare Funds and Pension Funds, in any such case the National Fire Sprinkler Association, Inc. and such other Local Unions may in writing agree that said Welfare Fund and Pension Fund shall be operated under the same provisions of this Agreement.

In any such case (a) payments of funds by the members of the National Fire Sprinkler Association, Inc. shall be made to the Trustees provided above and such payments and investments and reinvestments thereof may be commingled with any other funds (or investment or reinvestments thereof) of said Trustees.

(b) Benefits shall be paid to or established for the benefit of the employees in other Local Unions on the same basis as benefits are paid to or established for the benefit of employees covered by Local Union 669, provided that contributions and contribution periods as provided for in the Collective Bargaining Agreements entered into by the respective Local Unions are the same as that provided in this Agreement.

(c) The National Fire Sprinkler Association, Inc. and such other Local Unions shall adopt the Trustees currently serving under the Agreement and Declaration of Trust between the National Fire Sprinkler Association, Inc. and Local Union 669 of the United Association and their successors appointed as provided in said Agreement and Declaration of Trust.

ARTICLE 25

GRIEVANCE PROCEDURE AND ARBITRATION: During the term of this Agreement

there shall be no strikes, lockouts, slowdowns, or work stoppages. However, violation by an Employer involving:

- (a) Non-payment of wages at the time due;
 - (b) Issuing non-negotiable checks or checks drawn upon accounts having insufficient funds for wages, expenses or for any of the fringe contributions as required by this Agreement;
 - (c) Non-payment or non-reporting of fringe contributions due and payable under this Agreement subject, however, to the late filing clause contained in Article 23;
 - (d) Failure to participate in the grievance procedure, or to abide by the decision of the Grievance Committee as set forth in Step 2 of this Article, or the Arbitrator as set forth in Step 3 of this Article; or failure to participate in the grievance-arbitration procedure when arbitration has been requested under Step 3 of this Article after Steps 1 and 2 have been exhausted;
 - (e) Failure to provide or maintain in effect a bond as required by Article 23;
- ...shall give the Union the right to remove employees from any job or jobs of the Employer or to take other legal or economic action against the Employer, in addition to their right to use the grievance procedure.

Paragraph (d) above shall not apply to the Subcontracting clause in Article 18.

All disputes and grievances relative to the interpretation or application of this Agreement, shall be processed in the following manner:

Step 1 - The employee or Union representatives in the employee's behalf shall within fifteen (15) working days of the occurrence of the grievance or dispute, discuss with the Employer's representative the employee's grievance or dispute.

If the grievance or dispute is not settled to the satisfaction of the employee,

Step 2 - The employee must, within the twenty (20) working days of the occurrence of the alleged grievance or dispute, reduce this grievance to writing, setting forth the date, time and place, section of the Agreement and relief sought with which the grievance or dispute is concerned and submit by certified mail, one (1) copy each to the Business Manager of the Local Union, the Employer and the President of the National Fire Sprinkler Association, Inc. (40 Jon Barrett Road, Patterson, New York 12563) for discussion and possible resolution.

Step 3 - If within thirty (30) working days after referral to Step 2, the Union and Employer cannot resolve the alleged grievance or dispute, then the matter shall be referred to an Impartial Arbitrator.

If the Union and the Employer are unable to agree upon an Impartial Arbitrator within a period of ten (10) working days, then either may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names. After receipt of the names of seven (7) Arbitrators, the Union and the Employer shall meet and alternate in striking three (3) names from the list, with the first strike decided by a toss of a coin.

The remaining name after the Union and the Employer have struck three (3) names from the list shall be the Impartial Arbitrator. The decision of the Impartial Arbitrator shall be final and binding on the parties to Arbitration. The duties of the Arbitrator shall be limited to the interpretation and application of the Agreement, and the Arbitrator shall have no powers to change or amend the Collective Bargaining Agreement.

The parties to Arbitration shall bear the expense of its witnesses and legal fees. The fees and expenses of the Arbitrator shall be paid by the loser.

The National Fire Sprinkler Association, Inc., shall have the right to participate as an intervener in any and all disputes arising under this Article.

If the Employer, Union or the National Fire Sprinkler Association, Inc. has a grievance related to the interpretation or application of this Agreement, the grievance shall be submitted to the Business Manager of the Union (7050 Oakland Mills Road, Suite 200, Columbia, Maryland 21046) and to the President of the National Fire Sprinkler Association, Inc. in writing by registered mail within thirty (30) days of occurrence of the grievance, setting forth the exact date of the grievance and the nature of the grievance for discussion and possible resolution.

If within thirty (30) days the grievance is not settled between the Union and the National Fire Sprinkler Association, Inc. or between the Union and the Employer, as appropriate, then the parties shall proceed to Arbitration as set forth in Step 3 of this Agreement.

The "work preservation" provisions of this Agreement are found in Addendum C which is incorporated by reference herein. Disputes under the "work preservation" requirements of this Agreement shall be resolved under the standards and procedures in Addendum C, rather than the procedures above.

ARTICLE 26

Section A: Job Safety

1. The Employer and employees hereby agree to comply with all applicable Federal, State and Municipal safety and health laws and regulations, as well as the requirements of the "Authority Having Jurisdiction" on all jobs.
2. The Employer shall be responsible for determining and advising employees of hazardous shop or jobsite conditions (i.e. radiation, asbestos, toxins, carcinogenics, etc.).

3. The Employer shall be responsible for maintaining the safe condition of all tools and equipment utilized by the employees.
4. Normally there shall be at least two (2) men on each job. The utilization of one (1) man on a job shall be limited to those situations where conditions safely allow one (1) man to work alone (i.e., day work, emergency work and trim work where buildings are occupied and the employee is not exposed to excessive height or weight conditions.) It is mutually agreed that one (1) man jobs have been performed in the past under safe conditions, and provided safe conditions exist, it is reasonable and proper to assign one (1) man to a job.
5. The Employer shall furnish, at no cost to the employee, all safety equipment as required by applicable Federal, State and Municipal Safety and Health Laws and Regulations, as well as all equipment required by the "Authority Having Jurisdiction" on all jobs.
6. No employee shall be required to work in any area where Epoxy Resins are being applied by other crafts, nor in areas where airborne asbestos is present without being provided proper and authorized safety equipment.
7. All Apprentices covered by this Agreement shall obtain OSHA 30 certification as part of their ongoing apprenticeship training. OSHA Annual Training and OSHA 30 Certification should be completed by employees covered by this Agreement on their own time.

Section B: Radiation Exposure

1. The Employer recognizes the need to maintain safe working conditions for the employees exposed to radiation. The Employer agrees to be bound by the rules and regulations established by the "Authority Having Jurisdiction" for safety on nuclear projects.
2. Exposure to radiation shall be kept as low as possible.
3. An employee who receives his maximum radiation exposure limits prior to the end of any regular work week (Monday through Friday) will be transferred to other suitable work without loss of pay or he shall be paid wages and fringe benefits for the week as if he had worked a full week.

ARTICLE 27

TRADE DISAGREEMENTS: Except as provided in the first paragraph of Article 25 of this Agreement, there shall be no strikes, slowdowns, work stoppages or lockouts for any cause during the term of this Agreement. All other disputes relative to the interpretation and application of this Agreement shall be processed in accordance with Article 25 of this Agreement.

This shall not include strikes which may be called by the Local Building Trades Council and sanctioned by the United Association, such strike and strikes to be only local in character.

It shall not be a violation of this Agreement, and it shall not be cause of discharge or disciplinary action, for an employee to refuse to go through any primary picket line, including a primary picket line of the Union.

ARTICLE 28

DRUG AND ALCOHOL ABUSE:

WISCONSIN PIPE TRADES DRUG AND ALCOHOL POLICY AND PROGRAM: The National Fire Sprinkler Association and Road Sprinkler Fitters Local Union 669 agree to participate fully in the Plumbing and Mechanical Contractors and Pipe Trades of Wisconsin Drug-Free Alliance program effective October 1, 2002. Any discrepancies between the Pipe Trades Program referenced herein and the Program described below shall be resolved by the terms of the Pipe Trades of Wisconsin Drug-Free Alliance program.

The NFSA and Local 669 acknowledge that the use of alcohol and illicit drugs is detrimental to the health and safety of the employees covered by this Article. It is also acknowledged that employees suffering from an alcohol or drug related problem should be afforded the opportunity to remedy their health problem. Therefore, it is hereby agreed by the parties as follows:

1. An employee shall not report for work in a condition unfit for work due to the use of alcohol, drugs, or illegal substances. Being in a condition unfit for work because of the effects of drugs, alcohol or illegal substances that impair work performance while at the jobsite is cause for disciplinary action, up to and including discharge. Employees must meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.

2. Acceptable Means of Drug Testing. The following are the acceptable means of drug testing. If the General Contractor or owner requires drug or alcohol testing other than that provided herein, the Employer shall immediately notify the Union in writing.

2A. If an Employer has "probable cause" to suspect that an employee is unfit for work as described above, the Employer may require the employee to submit to a detection test as outlined in Paragraph 3 through Paragraph 5 to determine whether the employee is in violation of Paragraph 1. "Probable cause" means objective belief based on direct observation by a supervisor or management representative, job foreman, or other employee such that it can be described with particularity, i.e., specific facts. All such facts must be immediately reduced to writing by the supervisor, management official, job foreman, or other employee and provided to the employee and the Union. If a supervisor or management official is not "on site" to observe an employee whose performance is impaired, the job foreman or other employee shall contact the Employer by telephone immediately after the written documentation is completed.

"On site" means the location of the job at which the employee is suspected of being unfit for work.

Any employee operating a company motor vehicle that is involved in a motor vehicle accident during working hours or at any time if such vehicle is owned or leased by the Employer, or in a work-related injury that requires medical attention, may also be required to submit to testing for drugs or alcohol at the discretion of the Employer.

2B. Any contractor may elect to institute unscheduled drug or alcohol testing, provided that it shall be at the contractor's cost and the following conditions are adhered to:

Drug or alcohol testing shall be applicable to all employer non-bargaining unit employees, including company executives and officers.

All name selection shall be done by computer program name generation and all testing shall be done by a certified collection and testing facility.

Time spent meeting unscheduled testing requirements shall be paid work time.

2C. Any contractor may elect to institute pre-employment drug testing. The applicant shall receive an amount equal to two (2) hours wages when the applicant is subjected to pre-employment drug testing, provided the applicant does not test positive. It is understood that such payment shall not confer status as an employee on such applicant, unless the contractor actually puts such applicant to work on his payroll.

2D. An employee who leaves the company for a duration of longer than thirty (30) days may be retested.

3. The procedure for detection of alcohol-related impairment shall be the same as used by the State where the worksite is located and presumptive impairment shall be determined by using the State established level for a finding of driving a vehicle while intoxicated. The testing procedure for drug-related impairment shall use the EMIT or similar screening test in the first instance. If an employee is not able or competent to authorize specimen collection or is in need of medical attention, medical attention shall not be delayed pending specimen collection. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these ten drugs or classes of drugs:

	<u>Initial Test Level nanogram/millileter</u>
Amphetamines	1000
Barbiturates	300
Benzodiazepines	300
Cocaine	300
Methadone	300
Opiates	2000
Phencyclidine (PCP)	25
Propoxyphene (Darvon)	300
THC (marijuana and cannabinoids)	50
Methaqualones (Quaaludes)	300

The results of the test must be confirmed by the gas chromatography/mass spectrometry method. The failure to confirm the initial finding by GC/MS shall nullify the initial screening. The types of drugs listed above are not the exclusive set of drugs for the detection of which analysis may be conducted, provided the parties are in agreement as to applicable procedures and standards for drugs not enumerated above.

4. The testing shall be conducted by a laboratory certified to perform such tests by the United States Department of Health and Human Services or any other laboratory designated by agreement of the parties. The collection of the samples shall conform to the current procedures established by HHS.

5. After any sample is collected pursuant to the provisions of this Article, the employee shall have the right to be given a portion of the sample collected for his/her own analysis. Said portion shall be clearly identified and sealed. The Employer shall also provide the employee and Union representative with a listing of the three (3) closest laboratories or testing agencies which comply with the HHS Guidelines cited above. In the event the District Business Agent is not available to be "on site" within one (1) hour, the Union shall designate a temporary, alternate Union representative. The employee shall have the right to independent analysis at these approved facilities. Any report on the contents of the sample must contain a signed attestation that the seal was intact upon submission to the certified collection and testing facility.

6. Possession or sale of illegal drugs or other illegal substances at the worksite shall constitute independent grounds for discharge without regard to "probable cause" of unfitness for work or adverse effect upon work performance.

7. All records pertaining to investigation and assessment of an employee shall be maintained in the Employer's possession in accordance with all laws.

8. The only permissible testing by the Employer shall be that set forth in Paragraph 2 through Paragraph 5 and to comply with the requirements of the general contractor, owner, or law. There shall be no random testing, no use of electronic detection devices, use of search dogs, searches of persons or vehicles or other practices not specifically mentioned in this Article. At the option of the employee or the Union, any employee tested through procedures materially different than those set forth above shall have the right, at the Employer's cost, to be tested pursuant to procedures set forth in Paragraph 2 through Paragraph 5 and no discipline may be imposed until unfitness for work is established pursuant to Paragraph 2 through Paragraph 5.

9. This Article shall not bar any subsequent modifications of the standards and tests promulgated by the Joint Apprenticeship Training Committee nor testing of applicants for the Joint Apprenticeship Program pursuant to procedures adopted by the Joint Apprenticeship Training Committee.

10. The following employee rights shall be provided:

- (a) Before requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy;
- (b) If an employee tests positive for drug or alcohol use, the employee shall be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test;
- (c) Within three (3) days after notice of a positive initial drug or alcohol test result the employee may submit information to the employer, in addition to any information already submitted under paragraph (B), to explain the result;
- (d) An employee who tests positive will have four (4) working days following the date on which the employee is notified of the test result to advise the Employer, in writing of the employee's desire to request a retest at the employee's expense, unless a retest is negative in which case it shall be at the Employer's expense.
- (e) Employees may grieve actions for discipline under the Collective Bargaining Agreement.

ARTICLE 29

DURATION AND REOPENING OF AGREEMENT: This Agreement shall be effective April 1, 2016 to March 31, 2021.

ARTICLE 30

PROVISIONS FOR RENEWAL OF AGREEMENT: Sixty (60) days prior to April 1, 2021, written notice may be given by either party requesting a conference to prepare such alterations or amendments as may be agreed to. Failing to give such written notice, this Agreement remains in force from year to year, until written notice of sixty (60) days prior to April 1 is served. Written notice shall be sent by certified mail to the National Fire Sprinkler Association, Inc. and to the Local Union at its National Office.

ARTICLE 31

SAVINGS CLAUSE: In accordance with the intent and agreement of the parties, the provisions of this Collective Bargaining Agreement shall be interpreted and construed in a manner which is consistent with all applicable Federal and State laws. In the event, however, that any Article or provision to this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or any State government, the Employer and the Union shall

suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and stead, an article or provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the article or provision in question.

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

FOR THE UNION:

D. Shawn Broadrick
 Brian W. Dunn
 James E. Tucker
 James L. Shumberger, Jr.
 Jeffery B. Shadrock, Jr.
 Gregory D. Adams
 William E. Burns, Jr.
 Scott A. Paczesniak
 Robert J. Cooper, Jr.
 Brian E. Fisher
 Darrin A. Parsons
 William R. Puhalla

FOR THE ASSOCIATION:

Fred Barall
 Rory Schnurr
 Jon Ackley
 William Ball
 Steve Comunale
 Marty Corcoran
 Jeff Daane
 David Dixon
 Keith Fielding
 Jace Hierlmeier
 Kamran Malek
 Andy McCleery
 William Meyer
 Steve Oliver
 Jim Paben
 Mark Tate
 Steve Ulmer
 Gary Willms

ADDENDUM A
to the
AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES & CANADA

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada:

1. All piping, valves, computer aided drafting and/or hand detail drawing for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts, drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, gray water, rain-water and reclaimable water collection of every type and description used for plumbing and pipefitting systems, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and wash-rooms, shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e. as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block tin coils, carbonic gas piping for soda fountains and bars, etc.
13. All piping for railing work and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.
23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes, as well as all radon piping and all methane recovery systems.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems and piping, valves, and computer aided drafting and/or hand detail drawing, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.
31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, geothermal, solar or any other method.
33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying and dehydrating by any method, and the charging, testing, and servicing of all work after completion.
34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers, and boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping, valves, computer aided drafting and/or hand detail drawing for refining, manufacturing, industrial, and shipping purposes of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers (including all seismic hangers), conduit and boxes, used in connection with the pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing, inspecting, testing, including but not limited to nondestructive examination, commissioning, renovation, upgrading, modernization, replacement and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades (i.e. artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds used for industrial, manufacturing, commercial, or for any other purposes.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

ADDENDUM B
to the
AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES & CANADA

MEMBER AND LOCAL UNION RESPONSIBILITIES:

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated).
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods).
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated).
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable).
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the Job Steward.

PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:

Under the **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

MEMBER AND LOCAL UNION RESPONSIBILITIES:

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.

- Job Stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members about issues affecting work progress.
- The Business Manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem.

EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the Job Steward and/or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his further employment.

ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:

- In the event an issue is irresolvable at this level, the Local or the Contractor may call for contractually established Labor Management meeting to resolve the issues.

- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the **UA Standard for Excellence** policy.

ADDENDUM C
to the
AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
SPRINKLER FITTERS LOCAL UNION NO. 669, COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES & CANADA

PRESERVATION OF BARGAINING UNIT WORK

In order to protect and preserve for the employees covered by this Agreement all work historically and traditionally performed by them, and in order to prevent any device or subterfuge to avoid the protection or preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement as a single or joint Employer (which shall be interpreted pursuant to applicable NLRB and judicial principles) within the trade and territorial jurisdiction of Local 669, under its own name or under the name of another, as a corporation, sole proprietorship, partnership, or any other business entity including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) controlling or majority ownership, management or control over such other entity, the wage and fringe benefit terms and conditions of this Agreement shall be applicable to all such work performed on or after the effective date of this Agreement. The question of single Employer status shall be determined under applicable NLRB and judicial principles, i.e., whether there exists between the two companies an arm's length relationship as found among unintegrated companies and/or whether overall control over critical matters exists at the policy level. The parties hereby incorporate the standard adopted by the Court in Operating Engineers Local 627 v. NLRB, 518 F.2d 1040 (D.C. Cir. 1975) and affirmed by the Supreme Court, 425 U.S. 800 (1976), as controlling. A joint employer, under NLRB and judicial principles, is two independent legal entities that share, codetermine, or meaningfully affect labor relations matters.

Should the Employer establish or maintain such other entity within the meaning of the preceding paragraph, the Employer is under an affirmative obligation to notify the Union of the existence and nature of and work performed by such entity and the nature and extent of its relationship to the signatory Employer. The supplying of false, misleading, or incomplete information (in response to a request by the Union) shall not constitute compliance with this section. The Union shall not unreasonably delay the filing of a grievance under this Article.

In the event that the Union files, or in the past has filed, a grievance under Article 3 of this or a prior national agreement, and the grievance was not sustained, the Union may proceed under the following procedures with respect to the contractor(s) involved in the grievance:

Should the Employer establish or maintain operations that are not signatory to this Agreement, under its own name or another or through another related business entity to perform work of the type covered by this Agreement within the Union's territorial jurisdiction, the terms and conditions of this Agreement shall become applicable to and binding upon such operations at such time as a majority of employees of the entity (as determined on a state-by-state, regional or facility-by-facility basis consistent with NLRB unit determination standards) designates the Union as their exclusive bargaining representative on the basis of their un-coerced execution of authorization cards, pursuant to applicable NLRB standards, or in the event of a good faith dispute over the validity of the authorization cards, pursuant to a secret ballot election under the supervision of a private independent third party to be designated by the Union and the NFSA within thirty (30) days of ratification of this Agreement. The Employer and the Union agree not to coerce employees or to otherwise interfere with employees in their decision whether or not to sign an authorization card and/or to vote in a third party election.

Particular disputes arising under the foregoing paragraphs shall be heard by one of four persons to be selected by the parties (alternatively depending upon their availability) as a Special Arbitrator. The Arbitrator shall have the authority to order the Employer to provide appropriate and relevant information in compliance with this clause. The Special Arbitrator shall also have authority to confirm that the Union has obtained an authorization card majority as provided in the preceding paragraph.

Because the practice of double-breasting is a source of strife in the sprinkler industry that endangers mutual efforts to expand market share for union members and union employers, it is the intention of the parties hereto that this clause be enforced to the fullest extent permitted by law.

Except as specifically provided above, it is not intended that this Article be the exclusive source of rights or remedies which the parties may have under State or Federal Laws.

**APPRENTICESHIP STANDARDS BETWEEN
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669 OF THE
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE UNITED STATES AND CANADA**

and

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.

These Apprenticeship Standards approved this 20th day of July, 2006, and effective April 1, 2007 constitute a revision of the original Apprenticeship Standards registered by the Office of Apprentice Training, Employer and Labor Services of the Department of Labor in 1953 and revisions thereof. By registering these training standards, the Office of Apprentice Training, Employer and Labor Services certifies that they conform to labor standards necessary to safeguard the welfare of Apprentices. The DOL's general labor standards for Apprentice Programs are set forth in Title 29, Code of Federal Regulation, Part 29.

Local application of these Apprenticeship Standards, in States having State apprenticeship agencies, may require adaptation to meet the standards of apprenticeship in such States.

PREAMBLE

Realizing the great and growing need for qualified, trained mechanics in the Sprinkler Industry in order that proper facilities for fire protection may be provided and correctly and scientifically installed both now and in the future, the National Fire Sprinkler Association, Inc. and Road Local Union No. 669 of the United Association believe we should institute a systematic vocational training of Apprentices to the end that the needs of the Industry for capable mechanics will be met and a proper balance steadily maintained.

These Apprenticeship Standards constitute a revision of the original Apprenticeship Standards registered by the Office of Apprenticeship of the U.S. Department of Labor in 1953 and revisions thereof. By registering these training standards, the Office of Apprenticeship certifies that they conform to labor standards necessary to safeguard the welfare of Apprentices. The U.S. Department of Labor's general labor standards for Apprentice Programs are set forth in Title 29, Code of Federal Regulation (CFR), Part 29.

Local application of these Apprenticeship Standards, in States having State apprenticeship agencies, may require adaptation to meet the standards of apprenticeship in such States.

DEFINITIONS

APPRENTICE (Class 1 through 10) means a person who has agreed to work at and learn Sprinkler Fitting and who is governed by a written agreement that has been approved by the Joint Apprenticeship and Training Committee and registered with the Office of Apprenticeship.

APPRENTICESHIP AGREEMENT means the written Apprenticeship Agreement between the Apprentice and the Joint Apprenticeship and Training Committee acting as the Employer's agent in which the terms and conditions of Apprenticeship are set forth. Each Agreement shall contain a clause which makes these standards a part of such Agreement. Some state apprenticeship agencies may require the use of their own apprenticeship agreement forms.

ASSOCIATION means the National Fire Sprinkler Association, Inc.

CERTIFICATE OF COMPLETION OF APPRENTICESHIP means the Certificate issued by the Registration Agency to those registered apprentices certified and documented as successfully completing the apprentice training requirements outlined in these Standards of Apprenticeship.

COLLECTIVE BARGAINING AGREEMENT means the negotiated agreement between the Road Sprinkler Fitters Local Union No. 669 and the signatory employers represented by the National Fire Sprinkler Association, Inc. that sets forth the terms and conditions of employment.

COMMITTEE means the Joint Apprenticeship and Training Committee.

EMPLOYER means the contractor who employs the Apprentice and who must show, to the Committee's satisfaction, that it can meet the following minimum qualifications:

- (a) Be financially responsible and current in Fringe Benefit Payments.
- (b) Have the necessary facilities to assure effective training.
- (c) Employ Local 669 Journeyperson in accordance with the existing Journeyperson-Apprentice ratio.
- (d) Agree to adhere to the program as set up by the Committee.
- (e) Be signatory to the Local 669 Joint Apprenticeship Program Affirmative Action Plan and Selection Procedures.

JOURNEYPEPERSON means a recognized level of competency as recognized within the industry;

or

An individual who has documented sufficient skills and knowledge of a trade, craft or occupation, either through formal apprenticeship or through practical on-the-job experience, and formal training. This individual is recognized by his/her employer as being fully qualified to perform the work of the trade, craft or occupation.

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O*NET-SOC CODE means the Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification, which replaces the DOT, uses an 8-digit O*NET-SOC code. Use of the SOC classification as a basis for the O*NET codes ensures that O*NET information can be readily linked to labor market information such as occupational employment and wage data at the national, State and local levels.

ON-THE-JOB LEARNING (OJL) means the tasks learned on the job in which the apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

PROGRAM SPONSOR means the Joint Apprenticeship and Training Committee (JATC).

REGISTRATION AGENCY means the United States Department of Labor, Office of Apprenticeship.

RELATED INSTRUCTION means an organized and systematic form of instruction designed to provide the apprentice with knowledge of the theoretical and technical subjects related to his/her occupation.

STANDARDS OF APPRENTICESHIP or STANDARDS means this entire document, including these definitions, all appendices and attachments to this document, and any future modifications or additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S) means an individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

UNION means the Road Sprinkler Fitters Local Union No. 669 of the United Association.

SECTION I. - PROGRAM ADMINISTRATION

Structure of the Joint Apprenticeship and Training Committee

(a) The Joint Apprenticeship and Training Committee (the "Committee") shall be comprised of eight (8) members of equal representation from the National Fire Sprinkler Association, Inc. and Road Sprinkler Fitters Local Union 669 of the United Association.

(b) From this Committee shall be chosen a Chairman and Secretary. When the Chairman represents the Association, the Secretary shall be from the Union and/or vice versa. The length of the term of office shall be one (1) year.

(c) The Business Manager of Local Union No. 669 and the President of the National Fire Sprinkler Association, Inc. shall be ex-officio members of the Joint Apprenticeship and Training Committee.

(d) Technical Assistance—such as that from the U.S. Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools — may be requested to advise the Committee.

Administrative Procedures

(a) The voting strength of the Committee shall be equally divided between the Association and the Union representatives. The division of the vote among such groups shall be determined by the number of members of each group.

(b) The Chairman and the Secretary shall retain the right of voice and vote on all matters coming before the Committee.

(c) The Committee shall meet at least three (3) times per year. The date, time and place of the meeting shall be determined by the Committee. The Chairman or any four (4) members of the Committee have the authority to call and establish the date of special meetings.

(d) Four (4) members of the Committee shall be deemed necessary to establish a quorum for an official meeting of the Committee, two (2) representing each group. No meeting of the Committee shall be considered official unless both groups are represented.

(e) The Committee shall establish such additional rules and regulations governing its administrative procedures as are required.

Responsibilities of the Joint Apprenticeship and Training Committee

(a) To determine the need for Apprentices.

(b) To determine the adequacy of an Employer to give proper training.

(c) To place Apprentices under written Apprenticeship Agreements.

(d) To establish minimum standards of education and experience required of Apprentices.

(e) To approve Apprenticeship Agreements and to submit these Agreements for registration to the Registration Agency.

(f) To determine the quality and quantity of experience on the job which Apprentices must have and to be reasonably responsible for their obtaining it.

(g) To hear and adjust all complaints of violation of Apprenticeship Agreements.

(h) To arrange tests for determining the Apprentices' progress in manipulative skill and technical knowledge (technical knowledge to be obtained from written reports, manipulative skill to be determined by Employer's reports).

- (i) To maintain a record of each Apprentice, for at least five (5) years, showing education, experience and progress in learning the trade.
- (j) To make an annual report covering the work of the Joint Apprenticeship and Training Committee to the Employer, the Union, and the Registration Agency.
- (k) To notify the Registration Agency of all terminations or cancellations of Agreements.
- (l) Upon satisfactory completion of the term of the Apprenticeship the Committee shall recommend to the Registration Agency that a Certificate of Completion be awarded.
- (m) To be responsible in general for the successful operation of these Standards by performing the duties here listed, by cooperating with public and private agencies which can be of assistance, by obtaining publicity, in order to develop the support of the public in Apprenticeship and by keeping in constant touch with all parties concerned - Apprentices, Employers and Journeyperson(s). To cooperate with the National Fire Sprinkler Association and Road Sprinkler Fitters Local Union 669 in carrying out the provisions of Collective Bargaining Agreement.
- (n) To carry out policies and procedures as directed by the Board of Trustees.
- (o) Expenses incurred by the Committee in carrying out the provisions of these Standards shall be paid by the National Automatic Sprinkler Industry Local Union 669 Education Fund. No extraordinary expenses shall be incurred by the Committee without prior approval of the Association and the Union.

SECTION II. - EQUAL OPPORTUNITY PLEDGE - Title 29 CFR 29.5(b) (20) and 30.3(b)

The recruitment, selection, employment and training of Apprentices shall be without discrimination because of race, color, religion, national origin or sex. The Employer will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under Title 29 of the Code of Federal Regulations (CFR), Part 30, as amended. The affirmative action program, with required implementation, for the selection of Apprentices shall be the one prepared by the Committee.

SECTION III. - AFFIRMATIVE ACTION PLAN - Title 29 CFR 29.5(b) and 30.4

The Committee will adopt an Affirmative Action Plan and Selection Procedures as required under Title 29, CFR Part 30. It will be attached as Appendix C.

SECTION IV. - QUALIFICATIONS FOR APPRENTICESHIP - Title 29 CFR 29.5(b) (10)

Qualifications for apprenticeship will be in accordance with the procedures made a part of these Standards (Appendix D).

SECTION V. - SELECTION OF APPRENTICES - Title 29 CFR 30.5

Selection into the apprenticeship program will be in accordance with the selection procedures made a part of these Standards (Appendix D).

SECTION VI. - APPRENTICESHIP AGREEMENT - Title 29 CFR 29.5(b) (11)

The Apprentice shall sign an Apprenticeship Agreement (Appendix B) with the Committee. This Agreement shall be registered with the Registration Agency. Every Apprenticeship Agreement entered into under these Standards shall contain the provision making terms and conditions of the Standards a part of the Apprenticeship Agreement. The following shall receive copies of the Apprenticeship Agreement:

- (a) The Employer
- (b) The Joint Apprenticeship and Training Committee
- (c) The Office of Apprenticeship
- (d) The Apprentice

Parties to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of the Standards over which differences occur.

SECTION VII. - RATIO OF APPRENTICES TO JOURNEYPERSON - Title 29 CFR 29.5(b) (7)

The ratio of Apprentices to Journeyperson shall be in accordance with the ratio established under the Collective Bargaining Agreement and contained in Appendix A.

SECTION VIII. - TERM OF APPRENTICESHIP - Title 29 CFR 29.5(b) (2)

The term of Apprenticeship shall consist of five (5) years. The Apprentice shall serve and complete the Apprenticeship with the Employer to whom apprenticed except as herein provided.

SECTION IX. - PROBATIONARY PERIOD - Title 29 CFR 29.5(b) (8), (b) (19)

The first six (6) months of employment after the signing of the Apprenticeship Agreement shall be the probationary period. The Apprenticeship Agreement may be terminated during the probationary period or extended probationary period, if one is imposed, by either party without stated cause.

Before the end of the probationary period, the Committee shall make a thorough review of the Apprentice's ability, attitude and development. Any Apprentice found to be unsatisfactory shall be retained on probation an additional sixty (60) days and re-evaluated. An

Apprentice found to be inadequate on re-evaluation shall be dropped from the Program. An Apprentice who satisfactorily completes the probationary period will be considered a Class 2 Apprentice, initiated into Local Union No. 669 as a Building Trades Apprentice and enrolled in the Related Training Program.

After the probationary period, the Apprenticeship Agreement may be canceled at the request of the Apprentice or may be suspended, canceled, or terminated by the Committee for good cause. Such removal by the Committee shall cancel the classification of the Apprentice and the opportunity to complete the training. The Registration Agency shall be notified of such cancellations.

SECTION X. - HOURS OF WORK

The hours of work for Apprentices and conditions associated therewith shall be in accordance with the present and subsequent labor agreement in effect.

SECTION XI. - APPRENTICE WAGE PROGRESSION - Title 29 CFR 29.5(b) (5)

Apprentices will be paid a progressively increasing schedule of wages during their apprenticeship based on the acquisition of increased skill and competence on the job and in related instruction. Before an apprentice is advanced to the next segment of training or to Journeyman status, the Committee will evaluate all progress to determine whether advancement has been earned by satisfactory performance in their OJL and in related instruction courses. In determining whether satisfactory progress has been made, the Committee will be guided by the work experience and related instruction records and reports. The progressive wage schedule will be an increasing percentage of the Journeyman wage rate as established in the Collective Bargaining Agreement. The percentages that will be applied to the applicable Journeyman rate are shown on the attached Work Processes and Related Instruction Outline (Appendix A). In no case will the starting wages of apprentices be less than that required by any minimum wage law which may be applicable.

SECTION XII. - CREDIT FOR PREVIOUS EXPERIENCE - Title 29 CFR 29.5(b) (12) and 30.4(c) (8)

A candidate for Apprenticeship with previous experience in, or related to, the trade can request that such experience be evaluated by the Committee. This request should be made at the time of application. Where such experience warrants it, the Committee will place the Apprentice in the appropriate wage period, and such advanced credit shall be subject to review prior to the Apprentice's next advancement.

SECTION XIII. - WORK EXPERIENCE - Title 29 CFR 29.5(b) (3) and 30.8

(a) The Apprentice shall be given such instruction and experience in all branches of the trade, as is necessary to develop a practical and skilled mechanic. The Apprentice shall also be given experience on all new equipment, materials and substitutes that may be in-

stalled on the job and also training in safety practices to avoid personal injuries and property damage.

(b) The Committee shall undertake to keep the Apprentice at work at the trade continuously, except in case of strike, lockout, sickness or other unavoidable causes, unsatisfactory completion of related training courses, or by action of the Committee. When an Employer discharges an Apprentice, the Employer shall immediately notify the Committee in writing, giving the name of the Apprentice and the reason for discharge. Disposition of such an Apprentice shall be made by the Committee within sixty (60) days of receipt of notice of discharge. In case of dissatisfaction between the Employer and the Apprentice, either party has the right and privilege of appeal to the Committee for such action and adjustment of such matters as come within the Standards.

(c) Except as provided in Article 16 in the Agreement between the National Fire Sprinkler Association, Inc. and Local Union 669 when an Apprentice is temporarily laid off because of business conditions, the Apprentice shall be reinstated before any additional Apprentices are employed. It is agreed that any Apprentice, who is laid off due to the return from military or from naval service of an Apprentice who has priority rights, shall be given the first opportunity available in any shop to complete the Apprenticeship. An Apprentice, suspended for any reason, when reinstated shall complete the work set up in the training schedule before the work of the next period may be started.

(d) When an Apprentice is laid off due to lack of work the Employer shall give as much advance notice of said layoff as possible to the Director of Apprenticeship.

(e) When an Apprentice is terminated from employment the Apprentice shall immediately notify the Director of Apprenticeship.

SECTION XIV. - RELATED INSTRUCTION - Title 29 CFR 29.5(b) (4)

Each Apprentice shall be required to participate in the correspondence study program devoted to subjects related to the trade which has been developed by the Committee. Hours of related training shall be no less than 144 hours per year. Class 1-4 Apprentices will be provided with broad general knowledge. The training of Class 5-10 Apprentices will be concentrated on the specific skills required of the sprinkler trade mechanic. Apprentices will not be paid for time devoted to related instruction.

Any apprentice who fails to complete any of the related instruction classes upon schedule, unless officially excused, will be required to complete all course work missed before being advanced to the next period of training. Where an apprentice fails, without due cause, to fulfill his or her obligations regarding related instruction or on the job learning, the Committee will take appropriate disciplinary action and may suspend or terminate the Apprenticeship Agreement after due notice to the apprentice and opportunity for corrective action.

SECTION XV. - SAFETY AND HEALTH TRAINING - Title 29 CFR 29.5(b) (9)

The Employer shall instruct the Apprentice in safe and healthful work practices and shall ensure that the Apprentice is trained in facilities and other environments that are in compliance with either the Occupational Safety and Health Standards promulgated by the Secretary of Labor under Public Law 91-596, dated December 29, 1970, and subsequent amendments to that law, or State standards that have been found to be at least as effective as the Federal standards.

SECTION XVI. - SUPERVISION OF APPRENTICES - Title 29 CFR 29.5(b) (14)

(a) During the entire term of Apprenticeship, the Apprentices shall be under the jurisdiction and control of the Joint Apprenticeship and Training Committee, and the Committee shall have the authority to protect their welfare and also to instruct, direct and discipline at all times.

(b) Each Employer who employs Apprentices in accordance with these Standards shall, with the advice and assistance of the Committee, be responsible for each Apprentice's work experience on the job and the recording of same on the record form adopted for this purpose. It shall be the Employer's duty to see that this form is complete in every detail and forwarded to the Committee at the proper time for the Committee's information and record.

(c) The Committee may request interested agencies or organizations to designate a person or persons to serve as consultants. Consultants will be asked to participate without vote in conference on special problems relating to Apprenticeship Training which affect the agencies they represent. If any fees are to be paid to consultants, approval must be obtained in advance from the National Fire Sprinkler Association, Inc. and Local Union No. 669.

SECTION XVII. - RECORDS AND EXAMINATIONS - Title 29 CFR 29.5(b) (6)

It will be the duty of the Employer and the instructor to make periodic reports on the progress of each Apprentice. The Committee shall keep a record of the progress of each Apprentice, and reports from the Employer as well as the instructor shall be scrutinized semi-annually. If the Committee is satisfied with the progress being made by the Apprentice, a notice will be forwarded to the Employer which will advance the Apprentice to the next period. These reports must show if the agreed conditions are being fulfilled by both parties to this contract, whether the Apprentices are being held back or if they are to advance in different processes of the trade, and if Apprentices are negligent and incapable of becoming competent workers. In cases of failure on the part of the Apprentice to fulfill obligations as to schooling, diligence or application to the work, or conduct, the Agreement may be suspended or revoked and the Employer hereby agrees to carry out the instructions of the Committee in this responsibility. The Apprentice hereby agrees to abide by any such determination of the Committee.

The Committee may also discipline an Apprentice by postponing advancement from one period of training to the next or by temporarily removing the Apprentice from the job, causing loss of employment.

Before invoking any disciplinary action, the Committee must notify the Apprentice by certified mail. If the Apprentice fails to show satisfactory cause for on-the-job actions or fails to correct Related Instruction delinquencies within the specified time, disciplinary action may be invoked.

SECTION XVIII. - MAINTENANCE OF RECORDS - Title 29 CFR 29.5(b) (22)

The Committee will maintain for a period of five (5) years from the date of last action all records relating to apprentice applications (whether selected or not), the employment and training of Apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application, and selection of Apprentices, and records on the Apprentice's job assignments, promotions, demotions, lay-offs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

SECTION XIX. - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - Title 29 CFR 29.5(b) (15)

Upon the successful completion of the terms of Apprenticeship under these Standards, the Apprentice shall be issued a Certificate of Completion of Apprenticeship signed by the officers of the Committee and countersigned by the Office of Apprenticeship Training, Employer and Labor Services and shall be a Journeyman.

SECTION XX. - NOTICE TO REGISTRATION AGENCY - Title 29 CFR 29.5(b) (18)

The Registration Agency will be notified promptly of all new apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, modifications, completions, cancellations, and terminations of Apprenticeship Agreements and causes.

SECTION XXI. - CANCELLATION AND DEREGISTRATION - Title 29 CFR 29.5(b) (17)

A program may be deregistered (1) by a voluntary request of the sponsor for cancellation, or (2) by the Office of Apprenticeship Training, Employer and Labor Services, DOL, for reasonable cause. In the latter case, OA will institute formal deregistration proceedings in accordance with the requirement of Title 29 of the Code of Federal Regulations Part 29. Upon deregistration of a program the sponsor must inform in writing each Apprentice within fifteen (15) days, in compliance with Title 29, Part 29.7 of the Code of Federal Regulations.

SECTION XXII. - AMENDMENTS OR MODIFICATIONS - Title 29 CFR 29.5(b) (17)

These Standards have the official approval of the Association and the Union. They are subject to the approval of the Registration Agency.

These Standards may be revised by the parties to the Collective Bargaining Agreement subject to the approval of the Registration Agency. No such modifications or changes shall affect executed Apprenticeship Agreements without the written consent of all parties to the Agreement. Any such amendment or modification will be submitted to the Committee for approval and will then be submitted to the Registration Agency.

SECTION XXIII. - ADJUSTING DIFFERENCES/COMPLAINT PROCEDURE - Title 29 CFR 29.5(b) (21) and 30(11)

The Committee will have full authority to supervise the enforcement of these Standards. Its decision will be final and binding on the employer, the union, and the apprentice, unless otherwise noted below.

If an applicant or an Apprentice believes an issue exists that adversely affects his/her participation in the apprenticeship program or violates the provisions of the Apprenticeship Agreement or Standards, relief may be sought through one or more of the following avenues, based on the nature of the issue:

Title 29 CFR 29.5(b) (21)

For issues regarding wages, hours, working conditions, and other issues covered by the Collective Bargaining Agreement, Apprentices may seek resolution through the applicable Grievance and Arbitration procedures contained in the Articles of the Collective Bargaining Agreement.

The Committee will hear and resolve all complaints of violations concerning the Apprenticeship Agreement, and the registered Apprenticeship Standards, for which written notification is received within fifteen (15) days of violations. The Committee will make such rulings as it deems necessary in each individual case and within thirty (30) days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process and make disposition of complaints is: The Director of Training, Local 669 Joint Apprenticeship and Training Committee, 7050 Oakland Mills Road, Suite 100, Columbia, Maryland 21046.

Title 29 CFR 30.11

Any Apprentice or applicant for apprenticeship who believes that he/she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his/her selection have not been followed in the operation of an apprenticeship program, may personally or through an authorized representative, file a complaint with the Registration Agency or, at the apprentice or applicant's election, with the private review body established by the program sponsor (if applicable).

The complaint will be in writing and will be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the program sponsor involved, and a brief description of the circumstances of the failure to apply equal opportunity standards.

The complaint must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards, and in the case of complaints filed directly with the review body designated by the program sponsor to review such complaints, any referral of such complaint by the complainant to the Registration Agency must occur within the time limitation stated above or thirty (30) days from the final decision of such review body, whichever is later. The time may be extended by the Registration Agency for good cause shown.

Complaints of harassment in the apprenticeship program may be filed and processed under Title 29, CFR, Part 30, and the procedures as set forth above.

The Committee will provide written notice of their complaint procedure to all applicants for apprenticeship and all apprentices.

SECTION XXIV. - COLLECTIVE BARGAINING AGREEMENT

No provisions in these Standards will be construed as permitting violation of any applicable, State or Federal laws or regulations.

Nothing in these Standards will be interpreted as being inconsistent with an existing or subsequent Collective Bargaining Agreement establishing higher standards, or meant to interfere with or abridge management's rights as vested to them under the Collective Bargaining Agreement.

SECTION XXV. - TRANSFER OF TRAINING OBLIGATION - Title 29 CFR 29.5(13)

The Committee may transfer an Apprentice from one employer to another to provide continuous employment and to assure the Apprentice more complete on-the-job learning experience in all aspects of the occupation.

Where it is found impossible for one Employer to provide the diversity of experience necessary to give the Apprentice all-around training in the trade, the Committee may transfer the Apprentice temporarily or permanently, to another Employer, in which case the Employer to whom the Apprentice is assigned will assume all obligations of the original Employer, but in no case shall an Apprentice be transferred to a shop where there is a labor dispute.

SECTION XXVI. - RESPONSIBILITIES OF THE APPRENTICE

The Apprentice shall:

(a) Perform diligently and faithfully the work of the trade, and perform such other pertinent duties as may be assigned in accordance with the provisions of the registered Standards.

(b) Respect the property of the Employer and abide by the working rules and regulations of the Employer, the Local Union, and the Committee.

(c) Complete satisfactorily the required instruction in subjects related to the trade, as provided under these registered Standards.

(d) Maintain such records of on-the-job training and related instruction as may be required by the Committee.

(e) Develop safe working habits, and work in such manner as to assure their safety and that of other workers.

(f) Conduct themselves at all times in a credible, ethical, and moral manner.

SECTION XXVII. - CONSULTANTS/TECHNICAL ASSISTANCE

Technical Assistance such as that from the United States Department of Labor, Office of Apprenticeship, State Apprenticeship Agencies, and vocational schools may be requested to advise the Committee.

The Committee is encouraged to invite representatives from industry, education, business, private and/or public agencies to provide consultation and advice for the successful operation of their training program.

WORK PROCESSES AND RELATED INSTRUCTION OUTLINE

This schedule is attached hereto and made a part of these Revised National Standards of Apprenticeship developed by the National Automatic Sprinkler Industry Local Union 669 Education Fund.

1. TERM OF APPRENTICESHIP

The term of Apprenticeship shall consist of five (5) years, with an OJL attainment of 10,000 OJL Hours supplemented by the required hours of related instruction. The Apprentice shall serve and complete the Apprenticeship with the Employer to whom apprenticed except as herein provided.

2. RATIO OF APPRENTICES TO JOURNEYPERSON

Employers employing Apprentices under the terms and conditions of these Standards shall be allowed one (1) Apprentice for each Journeyman. No Apprentice may be employed on a job where there are no Journeymen employed.

Each Employer shall report semi-annually on January 1 and July 1 to the Committee the number of Journeypersons and Apprentices working for them.

3. **APPRENTICE WAGE SCHEDULE**

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current Journeyperson wage rate as contained in the Collective Bargaining Agreement. The applicable wage schedule is as follows:

Class 1:	45%	Class 6:	70%
Class 2:	50%	Class 7:	75%
Class 3:	55%	Class 8:	80%
Class 4:	60%	Class 9:	85%
Class 5:	65%	Class 10:	90%

4. **SCHEDULE OF WORK EXPERIENCE**

The work experience schedule below is to be used as a guide to the various types of work to be performed and the basic skills to be learned.

SKILL AREA **	Rec. Hrs.	Rec.%	Max. Hrs.
(a) Installation Overhead Piping	5,000	50.0	7,000
(b) Installation system Controlling valves, Controlling devices & alarms	1,250	12.5	1,750
(c) Installation Underground Piping	1,000	10.0	1,400
(d) Installation System Supply	875	8.75	1,225
(e) Repair & remodeling work	<u>1,875</u>	<u>18.75</u>	<u>2,625</u>
	10,000	100.00	14,000

**To ensure a well rounded Journeyperson, an Apprentice is restricted to maximum of 2,500 hours welding. Welding experience may be either in the field or in a fabrication shop.

It is understood and agreed that adoption of the foregoing Apprentice wage structure shall not result in a decrease in the wage rate of any existing Apprentice.

Notwithstanding the percentages above, the total of the wage rate plus any SIS contributions for the Apprentice shall be a minimum of the applicable state, local or Federal minimum wage.

Effective upon ratification of this agreement, through December 31, 2016, NASI Health and Welfare contributions shall be made on behalf of Class 1 and 2 Apprentices at

Seven Dollars and Forty-Five Cents (\$7.45) per hour for Level 2 coverage. This amount shall include Seven Dollars and Eight Cents (\$7.08) for Level 2 NASI Health and Welfare benefits and Thirty-Seven Cents (\$0.37) per hour for RESA.

Effective January 1, 2017, NASI Health and Welfare contributions for Level 2 coverage shall be Seven Dollars and Sixty Cents (\$7.60) per hour. This amount shall include Seven Dollars and Eight Cents (\$7.08) per hour for Level 2 coverage and Fifty-Two Cents (\$0.52) per hour for RESA.

Effective January 1, 2018 and through the remainder of this agreement, NASI Health and Welfare contributions for Level 2 coverage shall be Seven Dollars and Seventy-Five Cents (\$7.75) per hour. This amount shall include Seven Dollars and Eight Cents (\$7.08) per hour and Sixty-Seven Cents (\$0.67) per hour for RESA.

Effective April 1, 2016, NASI Health and Welfare contributions will be made as required in Article 19 for Class 3 through 10 Apprentices.

Education and Industry Promotion Fund contributions shall be made on behalf of Apprentices as required by Articles 21 and 22 of this Agreement.

Effective April 1, 2016, NASI Pension Fund contributions will be made for all hours worked by all Apprentices except for Class 1 and 2 Apprentices.

Where there is no Journeyman S.I.S. contribution, there shall be no Apprentice S.I.S. contribution.

For Apprentices indentured on or after April 1, 2010 and prior to April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 1 through 10 at the rate per the JATC S.I.S. chart in addition to their wages.

Effective April 1, 2016, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices. For Apprentices Class 3 and 4 the S.I.S. rate shall be Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices, where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Twenty-Five Cents (\$0.25) per hour worked in addition to wages. Class 5 through 10 Apprentices, where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Fifty Cents (\$0.50) per hour worked in addition to wages.

Effective April 1, 2017, for Apprentices Class 3 and 4 the S.I.S. rate shall be Forty Cents (\$0.40) per hour in addition to their wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Forty Cents (\$0.40) per hour worked in addition to wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Sixty-Five Cents (\$0.65) per hour worked in addition to wages.

Effective April 1, 2018, for Apprentices Class 3 and 4 the S.I.S. rate shall be Sixty-Five Cents (\$0.65) per hour in addition to their wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) per hour or less, the S.I.S. contribution shall be Sixty-Five Cents (\$0.65) per hour worked in addition to wages. Class 5 through 10 Apprentices where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00) per hour, the S.I.S. contribution shall be Ninety Cents (\$0.90) per hour worked in addition to wages.

RATIO OF APPRENTICES TO JOURNEYMEN: Employers employing Apprentices under the terms and conditions of this Article shall be allowed one (1) Apprentice to the first Journeyman and one (1) Apprentice to each Journeyman thereafter. No Apprentice may be employed on a job where there are no Journeymen employed.

In any event, the employer shall not employ more than one (1) Apprentice per each Journeyman, establishing a 1:1 ratio of Apprentices to Journeyman.

Parties to the Apprenticeship Agreement may consult with the Office of Apprenticeship for an interpretation of any provision of the Standards over which differences occur.

5. **SCHEDULE OF RELATED INSTRUCTION**

A brief description of each course in the Sprinkler Fitter Apprentice Training Program is provided here. This list of courses is subject to change as courses are revised and new courses are added. An Apprentice who enters the apprenticeship program with advanced standing may not be required to complete the entire sequence of courses.

First year courses:

Job Safety and Health - 8 lessons, final exam; computer graded.

The course includes the textbook *Job Safety and Health for the Piping Industry*, and covers the Occupational Safety and Health Act, safe use of tools, workplace hazards such as falls, fires and radiation, as well as how to protect yourself from these dangers. The course teaches the Apprentices about their right to work in an environment free of recognized hazards and provides information on what to do if that right is in doubt.

Your Heritage and Future in the Pipe Trades - 6 lessons, no final exam; computer graded.

This course is a general introduction into how pipe-trades apprentices move up in their careers. The Apprentice is taught how a contractor obtains jobs, as well as the outlook for future growth of the pipe trades.

Use and Care of Tools - 11 lessons, final exam; computer graded.

The Apprentice is taught safety precautions as well as the care and uses of pipe

wrenches, vises, pipe cutters, reamers, power equipment, tools for fabricating tubes, layout and measuring tools, screw-drivers, pliers, hammers, saws, files, punches, chisels, drills and bores, screw threads, ladders, scaffolds, and hoists, are covered.

Basic Drawing for the Sprinkler Fitter - 11 lessons, final exam; instructor graded.

The Apprentice is introduced to blueprint reading, multi-view drawings, size and location dimensioning, scales, sketches and isometric drawings.

Second year courses:

Introduction to Automatic Sprinklers – 11 lessons, final exam; computer graded.

This course presents the history of sprinkler systems, building preparation, fundamentals of sprinkler installation, testing and flushing, and causes of the failure of sprinkler systems to operate properly. Fire insurance companies and related organizations are discussed.

Reading Automatic Sprinkler Piping Drawings - 11 lessons, final exam; computer graded.

This course teaches the Apprentice how to read sprinkler-piping drawings, including conventional symbols, and the standard types of drawings used by the sprinkler industry are explained.

Sprinkler Systems Calculations - 16 lessons, 1 mid-course review, final exam; instructor graded.

This course teaches the Apprentice mathematical concepts such as how to use a TI-36x calculator in solving problems of sprinkler system installation.

Third year courses:

Installation of Sprinkler Systems - 14 lessons, final exam; computer graded.

This course includes the textbook, *Installation of Sprinkler Systems*, by the National Fire Protection Association, and a video. The course instructs the Apprentice on regulations governing design, installation, and testing of systems as well as on piping and related material, sizes, arrangement, and connections to fire department.

The Automatic Sprinkler - 14 lessons, final exam; computer graded.

This course teaches the Apprentice about construction, operation, water distribution, discharge capacities, temperature rating, life, corrosion, and maintenance of automatic sprinklers. In addition, the Apprentice learns about the various types of sprinklers and their uses.

Architectural Working Drawings for Sprinkler Fitters - 11 lessons, final exam; graded by the instructor.

This course teaches the Apprentice how to read working drawings used in the building trades. Various types of drawings are discussed. A major portion of the course is devoted to detailed study of a set of working drawings.

Fourth year courses:

Blueprint Reading for the Sprinkler Fitter - 11 lessons, final exam. Lessons 1 and 2 are graded by the instructor; the remaining lessons are computer graded.

This course teaches the Apprentice simple sketching and reading of isometric drawings, piping and equipment symbols and nomenclature, flow-sheets, orthographic drawings, and construction blueprints. Nine lessons of this course are devoted to the reading of very detailed drawings of a coal-fired electric power plant.

Sprinkler System Water Supply – 11 lessons, final exam; computer graded.

This course teaches the Apprentice about the various types of sprinkler water supply, fire pumps, gravity tanks, pressure tanks, and embankment tanks. Tank foundations, pipe connections, fittings, and heating equipment are described. Information on vertical-shaft turbine pumps, electric and engine valve controls, and diesel engine drives is included.

Types of Fire Protection Systems - 14 lessons, final exam; computer graded.

This course teaches the Apprentice about the similarities and differences among the various types of fire protection, including wet-pipe systems and antifreeze solutions, dry-pipe systems, pre-action systems and deluge systems, systems with non fire-protection connections, combined sprinkler-standpipe systems, foam-water systems, and both high- and low-pressure carbon dioxide systems.

Fifth year courses:

Special Application Sprinkler Systems - 11 lessons, final exam; computer graded.

This is a technical course in which the Apprentice deals specifically with rate-of-rise systems and pilot line actuated systems. Although all aspects of such systems are not considered in this course, the Apprentice should be able to work with any system he or she may encounter.

Hydraulics for the Sprinkler Apprentice - 5 lessons, final exam; computer graded.

This course teaches the Apprentice about pressure, total force, specific gravity, specific density, pressure generation, flow rate, sprinkler system design, pressure losses, and calculated systems.

Sprinkler System Alarms - 5 lessons, final exam; computer graded.

This course teaches the Apprentice about alarm check-valve and retarding chambers, waterflow indicators, alarms for dry-pipe, pre-action, and deluge systems, waterflow switches, water motor alarms, protective signaling systems, fire-sensitive devices, and supervision of sprinkler systems.

Economics of the Sprinkler Industry - 8 lessons, final exam; computer graded.

In this course, the Apprentice reviews the economics of the sprinkler industry. Some of the topics covered are capital, labor, management, the profit motive, cost accounting, overhead, investment, assets, depreciation, income, profit, break-even points, estimating, financing, interest, corporations, and partnerships.

Human Relations - 11 lessons, final exam; computer graded.

This course acquaints the Apprentice with the basics of human behavior in the workplace. Topics covered are the duties and responsibilities of the foreman, planning the work, the foreman's responsibility for training, giving orders, directions, and suggestions properly, keeping records and writing reports, operational costs, other phases of communications, safety, improving work methods and procedures, and getting the job done right.

Technical Reports - 5 lessons, final exam; instructor graded.

This course teaches the Apprentice good practices for recordkeeping and reporting. Through the course, the Apprentice learns why written reports are required, the characteristics of a good report, and how to fill in typical report forms such as accident reports and daily time and material reports.

AFFIRMATIVE ACTION PLAN

SECTION I - PREAMBLE

In order to conform with Title 29, Code of Federal Regulations (CFR) Part 30 - Equal Employment Opportunity in Apprenticeship, the Local 669 Joint Apprenticeship and Training Committee, hereinafter referred to as the "JATC", enters this Plan with good faith for the purpose of promoting equality of opportunity into its registered Apprenticeship Program. The JATC seeks to increase the recruitment of qualified women and minorities for possible selection into the Apprenticeship Program in the event females and/or minorities are underutilized in the Apprenticeship Program.

This Plan is a supplement to the Local 669 JATC Apprenticeship Standards. Any changes to the Standards made by the JATC shall become part of this written Plan, once approved by the Office of Apprenticeship, U.S. Department of Labor.

SECTION II - EQUAL EMPLOYMENT OPPORTUNITY PLEDGE

The recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations Part 30.

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the JATC pledges to undertake the outreach efforts listed in Section IV. The purpose of the analysis is to determine the minority and women's labor force in the JATC labor market area. Once the labor force is determined, the JATC can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency.

SECTION IV - RECRUITMENT AND OUTREACH

1. Every six (6) months, the Compliance Officer will send to community outreach organizations and facilities which can assist in securing qualified minority and female applicants, throughout the area of the country covered by the Apprenticeship Standards between the Union and the National Fire Sprinkler Association announcements of apprenticeship opportunities and information concerning signatory contractors operating within the outreach organizations geographical area.

2. In addition to the notifications to minority groups and female referral organizations referenced above, the Compliance Officer will semi-annually notify the following:

a. The Office of Apprenticeship and the State Apprenticeship Council (SAC) (if applicable) representatives serving the program.

b. One-Stop Centers

3. The JATC, Compliance Officer, and Contractors may take additional affirmative actions such as participation in workshops for school and employment service counselors, and cooperating and consulting with secondary and vocational administrators on the transition of students from school to apprenticeship openings. The Compliance Officer is to receive written notification of such efforts made by Contractors.

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION

The JATC Office will make an annual review of its Affirmative Action Plan and its overall effectiveness and institute any revisions or modifications warranted. The review shall analyze (independently and collectively) the affirmative action steps taken by the JATC for evaluating the positive impact, as well as the adverse impact in the areas of Outreach and Recruitment, Se-

lection Employment and Training. The JATC will work diligently to identify the cause and effect that results from their affirmative action measures. The JATC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activity. All changes to the Affirmative Action Plan must be submitted to the Registration Agency for registration. The JATC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented.

SPONSOR'S GOALS:

The sponsor agrees to make good faith efforts to attain the goal of selecting n/a % minorities and eight percent (8%) women during the next year or hiring period. These goals shall not be used to discriminate against any qualified applicant on the basis of race, color, religion, national origin or sex.

QUALIFICATIONS AND SELECTION PROCEDURES

PART A. MINIMUM QUALIFICATIONS

Applicants for Apprenticeship not heretofore connected with the Trade:

- (a) Must be the age of 18 or over.
- (b) Must be a high school graduate or have G.E.D.
- (c) Must be physically capable of performing the essential functions of the apprenticeship program with or without a reasonable accommodation, and without posing a direct threat to the health and safety of the individual or others.

Applicants may be subject to a physical agility or fitness test, or screened for the current illegal use of drugs or both on acceptance into the program and prior to being employed. (Applicants after being selected but before being assigned to an Employer shall undergo a medical examination to establish physical fitness).

- (d) Must have military discharge under other than dishonorable conditions, if applicable, and show evidence of same.

PART B. SELECTION PROCEDURES

SECTION I - DEFINITIONS

Applicant: Any individual who has submitted an Apprenticeship Application.

Applicant Log: A daily log reflecting the name, status, date, and disposition of applications for apprenticeship positions furnished by or submitted to each contractor.

Contractor: Any employing unit which is a contractor member of the National Fire Sprinkler Association or any other employing unit subject to a collective bargaining agreement between United Association Road Sprinkler Fitters Local Union 669 and the National Fire Sprinkler Association and required thereby to make periodic payments to the Education Fund.

Director of Apprenticeship: The agent of the Joint Apprenticeship and Training Committee (JATC) or designated person to perform the duties stated in the Standards of Apprenticeship.

Compliance Officer: The national coordinator of the JATC's outreach and record keeping responsibilities.

Monthly Applicant Report: A monthly report submitted by each contractor to the Compliance Officer detailing the name, date and disposition of applications for apprenticeship positions.

Monthly Activity Report: A monthly report submitted by each contractor to the Director of Apprenticeship describing the on-the-job experience and Related Instruction for each apprentice.

Year Round Enrollment: An application process whereby contractors will accept applications five days a week, except holidays, fifty-two weeks per year, between the hours of 9:00 A.M. and 11:30 A.M. and 1:30 P.M. and 3:00 P.M. Completed applications received will be kept on file until the contractor determines the need to create a ranked applicant pool for future apprenticeship opportunities.

SECTION II- JATC SELECTION PROCEDURE

1. All contractors participating in the JATC's program of training and education shall utilize year round enrollment as their exclusive means of selecting Class 1 Apprentices.

2. Except as provided in Article 16 of the Collective Bargaining Agreement, effective April 1, 2016, between NFSA and Local 669:

When the employer gives favorable consideration to apprentices referred from the Union, or if the Union is unable to refer qualified Apprentices within seventy-two (72) hours, the restrictions below will not apply.

In any event, the employer shall not employ more than one (1) Apprentice per each Journeyman, establishing a 1:1 ratio of Apprentices to Journeyman.

No new Apprentice may be hired when unemployment exceeds two (2) Journeyperson or Apprentices, within 100 miles of the applicant's home residence, or eight percent (8%) of the total of Journeyperson and Apprentices, within 100 miles of the applicant's home residence (whichever is greater). For the purposes of determining the actual availability of qualified Journeyperson and Apprentices in a given area, the Union will maintain a list of unemployed Journeymen and Apprentices. Said list shall be updated on a weekly basis and will be made available to the JATC upon request, but shall not be used for any purpose other than the fore-

going. The Chairman and Secretary of the Committee will approve or reject applications for new Apprentices based upon the above-referenced list. If unemployment within the District of the applicant's home address exceeds eight percent (8%) or ten (10) Journeymen and Apprentices, whichever is greater, the Employer may not hire a new Apprentice for ninety (90) days after the Committee notifies the Union of the request for an Apprentice, or until the percent no longer exceeds eight percent (8%) or ten (10) Journeyperson and Apprentices within the District of the applicant's home address.

At the expiration of ninety (90) days, the Employer may hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if the eight percent (8%) ten (10) Journeyperson/Apprentices unemployment continues, the Employer shall hire one (1) unemployed Journeyperson or Apprentice from the Union's national unemployment list for every new Apprentice hired during that time frame.

At the expiration of ninety (90) days, the Employer may make a second request for apprentices and, if the eight percent (8%)/ten (10) Journeyperson/Apprentice unemployment continues, the Employer may, after the expiration of the second ninety (90) day period, hire three (3) new Apprentices in that District regardless of unemployment and, thereafter, if such unemployment continues, the Employer shall hire one (1) unemployed Journeyperson or Apprentice from the Union's National Unemployment List for each new Apprentice hired during that time frame.

Under these requirements, the Employer may hire a maximum of six (6) Apprentices in any calendar year in any District where the eight percent (8%)/ten (10) Journeyperson/Apprentice unemployment continues to exist. Within fifteen (15) calendar days of the hiring of a new Apprentice, any layoff by the Employer within one hundred (100) miles of that Apprentice's home address shall include the new Apprentice.

If the newly employed Apprentice is terminated by the Employer for "just cause" or quits, the Employer shall have the right to replace that apprentice.

For the purposes of determining the actual availability of qualified Journeyperson and Apprentices in a given area, the Union will maintain a list of unemployed Journeyperson and Apprentices. Said list shall be updated on a weekly basis. Said list will be made available to the Committee upon request, but shall not be used for any purpose other than the foregoing. The Chairman and Secretary of the Committee will approve or reject applications for new Apprentices based upon the above-referenced list.

The Director of Apprenticeship will provide a list of Apprentice Applications for approval on Friday of each week (if applicable) to the Chairman and Secretary of the JATC. The Union will respond to the list, received on Friday, the following Monday.

3. Contractors being entitled to and desiring an Apprentice shall make application for said Apprentice to the Committee. The Contractor shall agree that the Apprentice will be worked under such conditions as will result in normal advancement and that the Contractor will cooperate in seeing that the Apprentice does the requisite amount of study and on-the-job train-

ing as prescribed by the Committee. The Contractor shall also agree that the Apprentice will not be employed in a manner that may be considered as unfair to either party to these Standards and, further, the parties agree to maintain their existing procedures and rules, as determined by the Committee, with respect to administration of the Apprenticeship Program. In the event there are Apprentices available who have had their employment terminated by some other member Contractor, such Apprentice will be placed before new Apprentices are hired.

4. Contractors shall maintain an applicant log, showing the status and final disposition of the applicant, copies of which shall be sent on a regular basis to the Compliance Officer.

5. Every person requesting an application shall be recorded on the applicant log and shall be furnished an application package which will include:

a. Apprenticeship Application.

b. Information relating to work in the trade as an apprentice.

c. The Complaint Procedure.

6. Individuals receiving applicant packages shall return to the contractor the completed information, including copies of the applicant's birth certificate, high school diploma or G.E.D. Certificate and Military Discharge (Form DD-214) if applicable, in no more than forty-five (45) days. Any individual, who fails to return the information after forty-five days, shall be noted on the applicant log as being ineligible for consideration at this time.

Any individual who meets the eligibility requirements and who returns a completed package within forty-five (45) days of its receipt shall be considered an applicant and eligible for interview.

7. Interviews shall be conducted at the discretion of the contractor. When there is an existing pool of applicants, no interviews shall be conducted with less than seven (7) days notice, via certified mail, to all eligible applicants. A new ranked list is required including unsuccessful applicants, who will be slotted in wherever their rating score places them for a period of two (2) years, unless the applicant has been removed from the list by their own written request or following failure to respond to an apprenticeship opening. Applicants not placed during the two (2) year period who were on the ranked list will be required to reapply.

8. Notices shall also be sent to applicants who have previously been interviewed and ranked, advising them of the opportunity to re-interview, provided they can demonstrate tangible evidence of activities which have enhanced their qualifications for the job.

9. In the event any applicant fails to respond to said notices, they shall be notified by certified mail and removed from the pool of applicants and notation of such shall be made on the Monthly Applicant Report.

10. Interviews shall be conducted by a committee consisting of at least two individuals.
11. Each interview session shall be scheduled to provide time to adequately cover each interview grading area.
12. The interview committee shall have in its possession for review with regard to each applicant: Application Form, High School Diploma or G.E.D. Certificate, Military Discharge (Form DD-214) if applicable, and proof of birth date.
13. After a brief introduction, the committee will ask questions of the applicant with the purpose of finding out as much as possible about the applicant as an individual and about the applicant's ability to perform in the apprenticeship program.
14. Questions for the interview and for purposes of evaluation will be on topics related to job performance to determine ability to perform job, such as: work experience, education record, mechanical abilities, and motivation.
15. Evaluation must be based on a standard of industry needs, and not by a comparison with other applicants.
16. Adequate records shall be kept including a brief summary of each interview and the conclusions on each of the specific factors, e.g. motivation, ambition, and willingness to accept direction which are part of the total judgment.
17. All applicants must be asked the same questions.

SECTION III - JATC SELECTION

1. The Contractor shall notify, via certified mail, all individuals interviewed of the results of the interview, including their score and ranking. A numerical ranking of 1 shall be the highest ranking, followed by 2, 3, 4, etc.
2. From the individuals interviewed, the contractor shall select in numerical order the applicants sufficient to meet its employment needs.
3. Applicants not selected shall remain on the ranked list for a period of two (2) years, unless removed in accordance with Section II, number 8 or 10 of this procedure.
4. An applicant selected by the contractor for entry into the Apprenticeship Program, shall, be scheduled for an examination and completion of the Medical Form. After the applicant passes the physical examination and drug test, the contractor will forward the documents to the Compliance Officer and retain a copy for the applicant's file.
5. Final approval or rejection of an application submitted by a participating contractor will be made by the Committee which will review the contractor's eligibility for assignment of an apprentice, the applicant's eligibility for entry into the Program and the availability of journey-

men and/or apprentice sprinkler fitters in the applicant's geographical area. If the applicant is accepted for entry into the Program, a Class 1 card will be issued for the new apprentice in care of the sponsoring contractor. If the application is rejected, the contractor and applicant will be notified of the rejection and the reason therefore by certified mail and a return receipt, requested by the Joint Apprenticeship and Training Committee.

6. Veterans who completed military technical training school and participated in a registered apprenticeship program, or completed military technical training school in a recognized apprenticeable occupation, during their military service, may be given direct entry into the apprenticeship program.

The Program Sponsor will evaluate the military training and on-the-job learning experience received for the granting of appropriate credit on the term of apprenticeship and the appropriate wage rate.

Credit will be granted in accordance with that section identified in the Registered Apprenticeship Program Standards as "Credit for Previous Experience". The request for credit will be evaluated and a determination made by the Program Sponsor during the probationary period when actual on-the-job learning and related instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the apprentice's previous work and training/education record and evaluation of the apprentice's performance, skill and knowledge demonstrated during the probationary period. An apprentice granted credit shall be advanced to the wage rate designated for the period to which such credit accrues.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the program sponsor must submit such request at the time of application and furnish such records, affidavits, and other (insert local requirements) to substantiate the claim.

Entry of veterans will be done without regard to race, color, religion, national origin, or sex.

SECTION IV - MAINTENANCE OF RECORDS

1. All records required for the operation and administration of this Affirmative Action Plan shall be maintained for a period of five (5) years from the time of the last action at the contractor's and Compliance Officer's address.

2. Records maintained by the contractor shall be available for inspection and review by the Compliance Officer at such times and under such conditions as the Officer in his or her discretion determines.

SECTION V - COMPLAINT PROCEDURE

When a Contractor discharges an Apprentice, the Contractor shall immediately notify the Committee in writing, giving the name of the Apprentice and the reason for discharge. Disposition of such an Apprentice shall be made by the Committee within sixty (60) days of re-

ceipt of notice of discharge. Apprentices shall have the right to request an appearance before the Committee concerning specific issues or matters dealing with their Apprenticeship Agreement. Such requests shall be in writing. In case of dissatisfaction between the Contractor and the Apprentice, either party has the right and privilege of appeal to the Committee for such action and adjustment of such matters as come within the Standards.

For issues regarding wages, hours, working conditions, and other issues covered by the Collective Bargaining Agreement, Apprentices may seek resolution through the applicable dispute settlement provisions of that Agreement after first bringing documented evidence to the Committee.

The Committee shall hear and consider all complaints of violations concerning the Apprenticeship Agreement and the registered Apprenticeship Standards. Either party to the Apprenticeship Agreement may consult with the Office of Apprenticeship for an interpretation of any provision of the Standards over which differences occur.

Any Apprentice or applicant for Apprenticeship who believes they have been discriminated against on the basis of race, color, religion, national origin or sex with regard to Apprenticeship, or that the equal opportunity standards with respect to their selection have not been followed in the operation of the Apprenticeship Program, may contact directly personally or through an authorized representative, to file a complaint with the Registration Agency or, at the apprentice's or applicant's election, with the private review body established by the local JATC (if applicable).

Complaints to the U.S. Department of Labor, which may be filed by the Apprentice or through an authorized representative of the Apprentice, must be filed not later than one hundred eighty (180) days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address, and telephone number of the person allegedly discriminated against, the Program Sponsor involved, and a brief description of the circumstances of the failure to apply the equal opportunity standard.

Complaints of harassment in the apprenticeship program may be filed and processed under Title 29, CFR Part 30, and the procedures as set forth above.

The JATC will provide written notice of their complaint procedure to all applicants for apprenticeship and all apprentices.

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2016, by and between the Road Sprinkler Fitters Local Union 669 (hereinafter called "Union" and _____ (hereinafter called "Employer").

* * * * *

WHEREAS, the said Employer is desirous of hiring and employing Journeymen Sprinkler Fitters and Apprentices; and

WHEREAS, the Union has competent and skilled Journeymen and Apprentice Sprinkler Fitters;

NOW, THEREFORE, it is mutually agreed as follows:

(1) That the Employer and the Union mutually agree to be bound by the terms and conditions of the Agreement between National Fire Sprinkler Association, Inc. and the Road Sprinkler Fitters and Apprentices Local Union 669, dated and effective April 1, 2016, and all addendums and supplements thereto, copy of which is attached hereto and made a part hereof, the same as if the Employer and the Union were parties thereto; and the Employer and the Union herewith adopt said Agreement as and for their contract of employment and that all the Journeymen Sprinkler Fitters and their Apprentices hired by the Employer are to be employed according to the terms and conditions of employment contained in said Agreement.

(2) The Employer and Union do further agree to be bound by the Declarations and Trust establishing a Local Union 669 Health and Welfare Fund and separate Education Fund made between the National Automatic Sprinkler Fitters and Apprentices Local Union 669, dated the 2nd day of April, 1953, and separate Pension Fund dated the 1st day of April, 1957, and the Supplemental Pension Fund dated January 25, 1978, and the Employer agrees to be bound thereby and by all amendments made thereto the same as if the Employer and the Union were parties to said Declaration of Trust.

(3) The Employer further agrees to make the necessary financial contributions to the Local Union 669 Health and Welfare Fund and Education Fund and Pension Fund as required by the Collective Bargaining Agreement effective April 1, 2016, and the said Declarations of Trust. The Employer hereby authorizes the parties to name Trustees and successor Trustees to administer the Health and Welfare Trust Fund and Education Trust Fund and Pension Trust Fund, and hereby ratifies and accepts such Trustees and the terms and conditions of the Trust as if fully made by the Employer and the Union together.

FOR THE EMPLOYER:

Name of Firm

By _____
Sign Here

Print Here

Title

Address

City, State & Zip

Telephone (include area code)

Fax Number (include area code)

FOR THE UNION:

Road Sprinkler Fitters
Local Union 669

By _____
Business Manager
7050 Oakland Mills Road #200
Columbia, MD 21046
PHONE: (410) 381-4300
FAX: (301) 621-8045

— NOTES —

— NOTES —

— NOTES —



National Fire Sprinkler
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A-08-11

**STANDARD FORM OF
UNION AGREEMENT AND
ADDENDA THERETO BETWEEN**

**INTERNATIONAL ASSOCIATION OF SHEET
METAL, AIR, RAIL AND TRANSPORTATION
WORKERS LOCAL UNION 88**

AND

SMACNA OF SOUTHERN NEVADA

JULY 1, 2019 – JUNE 30, 2024

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* An Employer signatory to the Standard Form Union Agreement (SFUA) is not automatically signatory to the Addendums herein. A signatory Employer that desires to perform work under one of the Addendums must do the following:

- (1) **Procure a signature page for the desired Addendum(s) from SMART Local 88.**
- (2) **Submit a signed copy of the signature page(s) to both SMART Local 88 and SMACNA of Southern Nevada.**

Form A-08-11

STANDARD FORM OF UNION AGREEMENT

SHEET METAL, ROOFING, VENTILATING AND AIR CONDITIONING CONTRACTING DIVISIONS OF THE CONSTRUCTION INDUSTRY

Agreement entered into this 1st day of July 2019, by and between SMACNA of Southern Nevada, and each business establishment individually, whether represented by a contractor association or not, hereinafter referred to as the Employer, and SMART Local 88 of the International Association of Sheet Metal, Air, Rail and Transportation Workers, hereinafter referred to as the Union for Clark, Lincoln, Nye, White Pine and Esmeralda counties.

SECTION 1 – WORK PRESERVATION AND SECTOR EXPANSION

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Agreement to cover other segments of work not presently controlled by the parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Agreement. This request shall be made within the policies and procedures set forth by SMART Local 88.

ARTICLE 1 – SCOPE OF WORK

This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing and underlayment regardless of material used; (f) any and all auditing, commissioning and testing, of all HVAC in connection with a building rating methods; detailing, shop fabrication, field installation and performance oriented tasks and (g) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART).

ARTICLE 2 – SUBCONTRACTOR CLAUSE

SECTION 1

No Employer shall subcontract or assign any of the work described herein which is to be performed at a jobsite to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein including, without limitations, those relating to union security, rates of pay and working conditions, hiring and other matters covered hereby for the duration of the project.

SECTION 2

Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement.

ARTICLE 3 – LETTER OF ASSIGNMENT

The Employer agrees that none but journeyman, apprentice and pre-apprentice sheet metal workers shall be employed on any work described in Article 1 and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. List of such specific items, which may be revised from time-to-time, as agreed to by and between SMACNA and SMART, shall be provided to the Employer.

ARTICLE 4 – DULY QUALIFIED EMPLOYEES

The Union agrees to furnish upon request by the Employer duly qualified journeyman, apprentice and pre-apprentice sheet metal workers in sufficient numbers as may be necessary to properly execute work contracted by the Employer in the manner and under the conditions specified in this Agreement.

ARTICLE 5 – UNION REPRESENTATION

SECTION 1

The Employer agrees to require membership in the Union, as a condition of continued employment of all employees performing any of the work specified in Article 1 of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever occurs later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2

If during the term of this Agreement the Labor Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3

The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 4

The Employer agrees to deduct union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. **Not later than the fifteenth (15th) day of each month, the Employer shall remit to the designated financial officer of the Union the amount of deductions made for the prior month, together with a list of employees and their social security numbers for whom such deductions have been made.**

SECTION 5

The Union may request recognition as the exclusive collective bargaining agent for employees in the classifications and geographic jurisdiction covered by this Agreement. The methods by which such recognition may be obtained are set forth in Article 16.

ARTICLE 6 – WORKING HOURS, STARTING TIMES, HOLIDAYS, OT/DT

SECTION 1 – STARTING TIME AND WORKING HOURS

The regular working day shall consist of eight (8) hours labor in the shop or on the job between 6:00 a.m. and 4:30 p.m., except for the months of May 15 through September 15 in which 5:00 a.m. may be the start time. Other starting times must be approved by the SMART Local 88 Business Manager. The regular working week shall consist of five (5) consecutive eight (8) hour days, beginning with Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided pursuant to Section 4 of this Article, all work performed outside the regular working hours and performed during the regular work week shall be at one and one-half (1½) times the straight time rate of pay. Where conditions warrant, the regular workday may consist of ten (10) hours labor on the job and the regular work week of four (4) ten (10) hour days between Monday and Friday when mutually agreed between the SMART Local 88 Business Manager and the Employer.

Employees shall be at the shop or at the Employer-designated reporting points on the project site at scheduled starting time each day and shall remain until quitting time.

SECTION 2 – STARTING TIME EXCEPTION

Where the Employer and a majority of the employees working for an Employer agree to start work prior to the regular starting time, the Employer shall notify the Union in writing of this fact, and such agreement shall be verified by the Union Steward. Such notification shall specify the agreed upon starting time and closing time of the eight (8) hour day and a lunch period not to exceed one (1) hour. Upon such notification and verification, the changed workday shall become effective and shall remain in full force and effect until the Union is similarly notified of any other change. Where in accordance with provisions of this Section, the starting time is changed, the work before or after the changed workday shall be compensated at the contractual overtime rates.

SECTION 3 – HOLIDAYS

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, the Friday preceding shall be a recognized holiday. If a holiday falls on Sunday, the Monday following shall be a recognized holiday. All work performed on holidays, Sundays, and as specified in Section 4 of this Article, shall be paid at double (2 times) the straight time rate of pay.

SECTION 4 – OVERTIME RULES, REST PERIODS AND PERMITS

It is agreed that all work performed outside of regular working hours during the regular work week and on holidays shall be performed only upon notification by the Employer to SMART Local 88 in advance of scheduling such work. Preference on overtime and holiday work shall be given to employees on the job, on a rotation basis, to equalize such work as nearly as possible. Employees must have an eight (8) hour rest period between shifts. If employees report back to work without an eight (8) hour break, the employees will be paid at double (2 times) the straight time rate of pay.

It will be the Employer's responsibility to call SMART Local 88 and inform them of any overtime work, job location, number of employee(s) per classification working, and the duration of the overtime work (number of hours, days, etc.) to the best of their ability. The Union will then give the Employer a permit number for such overtime work which will be posted at the job site during the overtime working hours. It shall be the responsibility of the Union to furnish all Employers with permit numbers and any additional paperwork pertinent to securing these permits.

SECTION 5 – REMODEL AND RENOVATION RULES

For remodel or renovation work in an occupied building, an Employer may institute a standard work week of three (3) consecutive days, Monday through Friday, at the straight time rate of pay. An Employer may choose to start a shift at any hour and may have more than one (1) crew starting at different times within a twenty-four (24) hour period at the straight time rate of pay, when mutually agreed upon by the Employer and the SMART Local 88 Business Manager.

ARTICLE 7 – TRANSPORTATION AND VEHICLES

SECTION 1 – EMPLOYER-PROVIDED TRANSPORTATION

When employed in a shop or on a job within the limits of SMART Local Union 88 employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 2 – EMPLOYER-PROVIDED VEHICLE IDENTIFICATION

The Employer agrees that the commercial vehicles owned and operated by the Employer in conjunction with the performance of the work covered in this Agreement shall bear the company name of the Employer in letters painted not less than two (2) inches high, on both sides of said vehicle as per Nevada Revised Statutes (NRS) 624.3011. Signs shall be permanently affixed and remain as such. An exception shall be that where the Employer or firm operates more than one (1) vehicle, one (1) pick-up truck for the use of the Employer shall be exempt from this provision.

No employee covered by this Agreement shall be required or permitted to operate commercial vehicles lacking the identification required herein.

SECTION 3 – EMPLOYEE-PROVIDED TRANSPORTATION

When employed outside of the limits specified in Section 1 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 1 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 1 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in Article 20 of this Agreement. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

SECTION 4 – EMPLOYEE VEHICLE PROTECTIONS

Journeyman, apprentice and pre-apprentice sheet metal workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport workers, tools, equipment or materials from shop to job, from job to job, or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

ARTICLE 8 – WAGES AND WAGE RULES

SECTION 1 – WAGES

The minimum rate of wages per hour for a sheet metal worker covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article 1 of this Agreement shall be paid in accordance with Articles 17, except hereinafter specified in Section 2 of this Article. The term wage scale as used in this Agreement shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate, also known as the total wage package.

SECTION 2 – WAGE EQUALIZATION

- a) On all work specified in Article 1 of this Agreement, fabricated and/or assembled by journeypersons, apprentices and pre-apprentices within the jurisdiction of this Union, or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite Union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

- b) For all work covered by this section that is fabricated and/or assembled within the jurisdiction of the Union by a non-signatory employer, or fabricated and/or assembled outside the Union's jurisdiction, the Employer shall disclose to the Union all the following information: the subcontractor's unit material cost and unit labor cost for each item; the date(s) when each item was fabricated and/or assembled and the transportation cost to the jobsite for each item and the total of all transportation costs to the jobsite for all items fabricated and/or assembled by the subcontractor. Every purchase order to a subcontractor shall be accompanied by a notice to the subcontractor that the subcontractor must supply the foregoing information directly to the Union as a condition to the purchase order. The subcontractor must agree as a further condition to the purchase order that the Union as a third-party beneficiary may enforce the requirements of this section directly against the subcontractor.

- c) For any violation of this section, the subcontractor shall pay liquidated damages to the Joint Apprenticeship and Training Fund equal to the difference between the wage scale that should have been paid and the wage scale that was actually paid. For the second violation by a subcontractor during the term of this Agreement, the subcontractor shall pay the foregoing liquidated damages and the entirety of the Union's costs, including staff time and attorney's fees, if any, incurred in detecting the violation and enforcing the terms of this Agreement. For the third violation by a subcontractor during the term of this agreement, the Employer may not subcontract fabrication and/or assembly of the components covered by this section to the subcontractor for a period of one (1) year measured from the date of the violation or the date of a final decision under Article 10 that a violation has occurred, whichever is later. Subcontractors shall be primarily liable for the damages required by this subsection, but the Employer shall be liable if a subcontractor cannot or will not pay damages assessed against it, provided that nothing in this subsection limits the Employer's recourse against a subcontractor responsible for a

violation. All claims of violation of this section shall be addressed through the grievance procedure set forth in Article 10 of this Agreement.

SECTION 3 – PRODUCT EXEMPTIONS

The provisions of Section 2 of this Article, Section 2 of Article 2 and Article 3 shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

- Ventilators
- Louvers
- Automatic and fire dampers
- Radiator and air conditioning unit enclosures
- Fabricated pipe and fittings for residential installations and light commercial work as defined in the locality
- Mixing (attenuation) boxes
- Plastic skylights
- Air diffusers, grilles, registers
- Sound attenuators
- Chutes
- Double-wall panel plenums
- Angle rings

The provisions of Section 2 of this Article shall not be applicable to air pollution control systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in this Agreement, please see Article 22, Section 2.

SECTION 4 – WAGES FOR TRAVELERS

Except as provided in Sections 2 and 5 of this Article, the Employer agrees that journeyman and pre-apprentice sheet metal workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local Agreement covering the territory in which such work is performed or supervised.

SECTION 5 – TWO-MAN RULE

When the Employer has any work specified in Article 1 of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers, per job, into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed.

Journeyman sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article but in no case less than the established wage scale of the local agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, lodging and expenses while employed in that area, and the

Employer shall be otherwise governed by the established working conditions of the local agreement. If employees are sent into an area where there is no local agreement of the International Association of Sheet Metal, Air, Rail and Transportation Workers covering the area then the minimum conditions of the home local union shall apply.

SECTION 6 – HEALTH AND WELFARE AND 401(k) RECIPROCITY

Welfare benefit contributions shall not be duplicated. When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this Agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund.

This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

SECTION 7 – PAYROLL RULES

Wages at the established rates, specified herein, shall be paid weekly in the shop or on the jobsite at or before quitting time on Friday or the last scheduled workday of each week, and no more than three (3) days' pay will be withheld. Alternative payroll procedures, i.e. electronic and/or direct deposit, may be negotiated locally. Employees shall be paid in full at the time of discharge.

SECTION 8 – SHOW-UP PAY

Journeyman, apprentice and pre-apprentice sheet metal workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' show-up pay. This provision, however, shall not apply under conditions over which the Employer has no control.

SECTION 9 – JOURNEYPerson EMPLOYMENT REQUIREMENT

Each Employer covered by this Agreement shall employ at least one (1) journeyman sheet metal worker who is not a member of the firm on all work specified in Article 1 of this Agreement. However, it will be permissible for an owner-member to be the journeyman sheet metal worker, please see Article 34, Section 9.

ARTICLE 9 – BENEFIT PLANS AND ALLOCATIONS

SECTION 1 – INDUSTRY STABILIZATION PROGRAM (ISP)

The Employer shall deduct from the base wage **one dollar and eighteen cents (\$1.18) per hour** worked by each employee covered by this Agreement for the local SMART Industry Stabilization Program. The activities of this Industry Stabilization Program that deal with organizing and other traditional union activities shall be funded by this checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 2 – INTERNATIONAL ASSOCIATION PER CAPITA (IA Per Capita)

The Employer shall deduct from the base wage **seventeen cents (\$0.17) per hour** for each hour worked by each employee covered by this Agreement for the SMART International Per Capita Dues. The amount of this deduction is determined solely by SMART International in accordance with its Constitution and Ritual. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 3 – UNION DUES

The Employer shall deduct from the base wage the SMART Local 88 hourly dues assessment of **1.65% of Building Trades Journeyman total package, per hour** worked for the purpose of calculating these dues, all hours worked, including overtime, will be calculated at the straight time rate of pay. Foreman and general foreman, dues payments will also be set at this rate. All other classifications (i.e. apprentice, pre-apprentice, etc.) will be calculated at 1.65% of their total packages. The activities of this dues assessment that deal with organizing and other traditional union activities shall be funded by this checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 4 – TRI-STATE HEALTH PLAN

The Employer shall contribute **ten dollars and thirty-five cents (\$10.35) per hour** worked by each employee covered by this Agreement to the Sheet Metal Workers' Health Plan of Southern California, Arizona and Nevada, unless modified as provided in Article 17, Section 4. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 5 – RETIREE HEALTH REIMBURSEMENT

The Employer shall contribute **one dollar and twenty-six cents (\$1.26), per hour** worked by each employee covered by this Agreement to the Retiree Health Plan, unless modified as provided in Article 17, Section 4. **Payment shall be remitted on or before the fifteenth (15th) of the succeeding month. ***

SECTION 6 – TRI-STATE PENSION PLAN

The Employer shall contribute **twelve dollars (\$12.00) per hour** worked by each employee covered by this Agreement to the Sheet Metal Workers' Pension Plan of Southern California, Nevada and Arizona, unless modified as provided in Article 17, Section 4. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 7 – LOCAL 401(k) PLAN

The Employer shall make base contributions in the amount of **twenty-five cents (\$0.25) per hour** worked or guaranteed for each journeyman and apprentice sheet metal worker to the Sheet Metal Workers Local No. 88 401(k) Plan Trust Fund subject to the requirements of the Labor Management Relations Act, 1947, as amended, 29 U.S.C. Sections 150-87.

With trust approval a journeyman or apprentice sheet metal worker may, elect to enter into a written wage reduction agreement with the Employer which will be applicable to all payroll periods within the Plan year. The wage reduction agreement shall provide that the employee agrees to accept a reduction in wages or salary from his or her Employer, not to exceed an amount in accordance with the Internal Revenue Code. The election to defer may be made only with respect to amounts the employee otherwise could elect to receive in cash.

Not less than twice per year, an employee may revoke his or her wage reduction agreement or amend such agreement to increase or decrease the amount of such employee's compensation which is subject to the wage reduction agreement.

All amounts with respect to any employee's wage reduction agreement will be one hundred percent (100%) vested and non-forfeitable at all times. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 8 – NATIONAL PENSION FUND (NPF)

The Employer shall contribute **three dollars and seven cents (\$3.07) per hour** worked by each employee covered by this Agreement to the National Pension Fund, unless modified as provided in Article 17, Section 4. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

- (a) For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the Alternative Schedule, for each hour or part of an hour for which an employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly contribution rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences and other hours for which payment is made to the employees under this Agreement unless no funds under this Agreement require payment for hours for which a covered employee is paid but does not perform services.
- (b) Contributions shall be paid starting with the employee's first day of covered employment as defined in the Plan Document.
- (c) All contributions shall be made at such time and in such manner, as required by this agreement. The Trustees have the authority to audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of contributions due to the Fund and the Employer's ability to meet its contribution obligations. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer

agrees to pay all auditors' fees incurred in making the audit and all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.

- (d) Employers shall submit a remittance report and the required contributions to Sheet Metal, Air, Rail and Transportation Workers Local 88 by the fifteenth (15th) of the month following the month when covered employment was performed. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer, to collect such delinquent payments, any provisions of this collective bargaining agreement to the contrary notwithstanding.

The Employer and the Union recognize that, during the term of this Agreement, the Sheet Metal Workers' National Pension Fund (NPF) will notify the parties of the Fund's status under the Pension Protection Act of 2006. It is anticipated that the Fund will be in critical status. Consequently, the Employer and the Union further recognize that a surcharge may be imposed upon contributions to the Fund, and that the Fund may adopt a rehabilitation plan, incorporating alternative schedules of benefits and contributions, during the term of this Agreement.

The parties agree that any schedule described above will be deemed to be adopted automatically if, in accordance with this Agreement, the Union allocates or reallocates a portion of the wage and fringe-benefit package, or where the agreement provides for an automatic allocation or reallocation of the wage and fringe-benefit package, that is sufficient to cover fully any increases in contribution rates to the NPF under that schedule.

It is undesirable to pay a surcharge upon pension contributions, with no resulting improvement in pension benefits. Accordingly, in the absence of a reallocation as provided above, at such time as the Trustees of the Fund furnish the Employer and the Union with alternative schedules as provided above, either party may re-open this Agreement upon thirty days written notice to the other, for the purpose of reaching agreement upon the adoption of one of those schedules. During the negotiations, the parties shall give due recognition to the desirability of maintaining pension benefits in light of economic conditions in the local area.

The parties agree further that the schedule described above will become part of this Agreement, and will be incorporated by reference herein, on the date the schedule is adopted or is deemed to have been adopted automatically in accordance with the terms above. The parties will not take any action or actions inconsistent with the NPF's Rehabilitation Plan or Funding Improvement Plan of which the schedule is a part, as modified or amended from time-to-time.

SECTION 9 – SHEET METAL LOCAL 88 JOINT APPRENTICESHIP AND TRAINING FUND

The Employer shall contribute **one dollar and sixty-nine cents (\$1.69) per hour** worked by each employee covered by this Agreement to the Sheet Metal Local 88 Joint Apprenticeship and Training Fund. This contribution amount may only be reduced by the Negotiating Committee to this Agreement and may be increased by the membership of SMART Local 88.

These funds shall be used solely for educational purposes for apprenticeship and journeyman training, and other such necessary costs as approved by a majority of the Board of Trustees on the Joint Apprenticeship and Training Committee (JATC). **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 10 – INTERNATIONAL TRAINING INSTITUTE (ITI)

The Employer shall contribute **twelve cents (\$.12) per hour** worked by each employee covered by this Agreement to the International Training Institute for the Sheet Metal and Air Conditioning Industry. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 11 – NATIONAL ENERGY MANAGEMENT INSTITUTE COMMITTEE (NEMIC)

The Employer shall contribute **three cents (\$0.03) per hour** for each hour worked by each employee covered by this Agreement to the National Energy Management Institute Committee, a jointly administered trust fund. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

SECTION 12 – SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT)

The Employer shall contribute **two cents (\$0.02) per hour** worked by each employee covered by this Agreement to the Sheet Metal Occupational Health Institute Trust, until the Institute Trustees determine that the Trust is financially self-sufficient. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate agreements and declarations of trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the trustees of all national funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

SECTION 13 – EMPLOYER TRUST FUND RECOGNITION

Every Employer signatory to this Agreement recognizes that all referenced plans and trust funds have each been heretofore established and administered by a joint board of trustees composed of an equal number of representatives of the Union and representatives of the Employers. The trust funds are operated pursuant to the terms and provisions of a Trust Agreement and amendments, changes and modifications covering each respective joint trust, as well as the rules and regulations, operations and actions of the boards of trustees of each respective joint trust. The Employer subscribes to and agrees to be bound by all the provisions of each Trust Agreement, now or hereafter entered into, as well as the rules and regulations of each such joint trust and the actions and operations of each respective joint board of trustees.

SECTION 14 – SMACNA OF SOUTHERN NEVADA LOCAL INDUSTRY FUND

- a) Contributions provided for in Section 14(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective

bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.

- b) The Employer shall pay the SMACNA of Southern Nevada Local Industry Fund, **forty-five cents (\$0.45) per hour** for each hour worked by each employee covered by this Agreement. Throughout the duration of this Agreement the SMACNA Local Industry Fund may be increased or decreased at any time by the Board of Directors of SMACNA of Southern Nevada. The Association will notify SMART Local 88 sixty (60) days prior to the effective date of any increase or decrease. **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***
- c) SMACNA of Southern Nevada Local Industry Fund shall furnish to the Business Manager of SMART Local 88, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the Local Industry Fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information regarding Local Industry Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of SMART Local 88 upon written request.
- d) Grievances concerning use of Local Industry Fund monies to which an Employer shall contribute for purposes prohibited under Section 14(a) or for violations of other subsections of this Section shall be handled under the provisions of Article 10 of this Agreement. The National Joint Adjustment Board shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Local Industry Fund.

SECTION 15 – SMACNA NATIONAL INDUSTRY FUND (IFUS)

- a) Contributions provided for in Section 15(b) of this Article will be used to promote programs of industry education, training, negotiation and administration of collective bargaining agreements, research and promotion, such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations, and promote, support and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose except as expressly specified above.
- b) The Employer shall contribute **twelve cents (\$0.12) per hour** for each hour worked by each employee covered by this Agreement to the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS). **Payment shall be made on or before the fifteenth (15th) day of the succeeding month. ***

- c) The IFUS shall submit to the International Association of Sheet Metal, Air, Rail and Transportation Workers not less often than semi-annually written reports describing accurately and in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information regarding IFUS activities or its receipts and/or expenditures shall be furnished to the International Association of Sheet Metal, Air, Rail and Transportation Workers upon written request.
- d) Grievances concerning use of IFUS funds for purposes prohibited under Section 15(a) or for violations of other subsections of this Section may be processed by the International Association of Sheet Metal, Air, Rail and Transportation Workers directly to the National Joint Adjustment Board under the provisions of Article 10 of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days' notice to the other party, submit the issue to final and binding arbitration. The Arbitrator shall be selected by the Co-Chairmen of the National Joint Adjustment Board. The Arbitrator shall be authorized to impose any remedial order he deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the Arbitrator is expressly limited to a determination of a deadlocked issue under this Section and no other.

SECTION 16 – COMMON INTERESTS

The Union and Employer recognize that the contributions provided in Sections 14(b) and 15(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement.

Therefore, hours worked for purposes of determining the contributions required under Sections 14(b) and 15(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by SMACNA of Southern Nevada and SMART Local 88 that are parties to this Agreement.

SECTION 17 – EMPLOYER DELINQUENCY

In the event that the Employer becomes delinquent in making contributions to any national or local fund, the Union may withdraw all employees from the service of the Employer within seven (7) days' notice of such delinquency by the trustees. The withdrawal of such employees from the service of the Employer shall not constitute a violation of any provision of this Agreement.

SECTION 18 – EMPLOYER BONDING

- a) The Employer shall comply with any bonding provisions governing Local Funds that may be negotiated by the Local parties and set forth as a written Addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds.

- b) When an Employer is performing any work specified in Article 1 of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a Local Union affiliated with the International Association of Sheet Metal, Air, Rail and Transportation Workers, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to Local and National Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to Local and National Funds.
- c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or local union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of twelve (12) consecutive months, or at the discretion of the Financial Secretary Treasurer of Local 88.

*** All benefits provided for under the terms of this Agreement shall be sent to the following address: Sheet Metal Workers' of Southern Nevada Trust Fund, 2560 Marco Street, Las Vegas, NV 89115. (Telephone 1-702-452-4799)**

ARTICLE 10 – GRIEVANCE PROCEDURE

The Union and the Employer whether party to this Agreement independently or as a member of a multi-employer bargaining unit, agree to utilize and be bound by this Article.

SECTION 1 – FILING A GRIEVANCE

Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. SMACNA of Southern Nevada or SMART Local 88, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to labor management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance, or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2 – LOCAL JOINT ADJUSTMENT BOARD STEP

Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or Local Joint Adjustment Board. The Board shall consist of representatives of SMART Local 88 and SMACNA of Southern Nevada and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of a Local Joint Adjustment Board shall be final and binding.

Notice of appeal to the Local Joint Adjustment Board shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3 – PANEL BOARD STEP

Grievances not disposed of under the procedure prescribed in Section 2 of this Article, because of a deadlock or failure of such Board to act, may be appealed jointly or by either party to a Panel, consisting of one (1) representative appointed by the Labor Co-Chairman of the National Joint Adjustment Board and one (1) representative appointed by the Management Co-Chairman of the National Joint Adjustment Board. Appeals shall be mailed to the National Joint Adjustment Board.* Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

In establishing the grievance procedure of the Standard Form of Union Agreement, it was the intent of the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the labor agreement of the area in which the work in dispute is performed may appeal the decision of the Local Joint Adjustment Board from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-Chairmen of the National Joint Adjustment Board. Such a right of appeal shall exist despite any contrary provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the labor agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the Local Joint Adjustment Board that rendered the unanimous decision, may also be entitled to appeal a deadlocked or unanimous Local Joint Adjustment Board decision, and request a Panel hearing.

SECTION 4 – NATIONAL JOINT ADJUSTMENT BOARD STEP

Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party to the National Joint Adjustment Board. Submissions shall be made, and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the National Joint Adjustment Board shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the National Joint Adjustment Board are incorporated in this Agreement as though set out in their entirety. (Copies of the procedures may be obtained from the National Joint Adjustment Board. *)

SECTION 5 – BOARD AND PANEL AUTHORITY

A Local Joint Adjustment Board, Panel and the National Joint Adjustment Board are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

SECTION 6 – NON-COMPLIANCE WITH BOARD OR PANEL DECISION

In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of a Local Joint Adjustment Board, Panel or the National Joint Adjustment Board, a local party may enforce the award by any means including proceedings in a court of competent jurisdiction in accord with applicable State and Federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorneys' fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorneys' fees of the opposing parties in the legal proceedings.

***All correspondence to the National Joint Adjustment Board shall be sent to the following address:
National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153-0956 or
4201 Lafayette Center Drive, Chantilly, VA 20151-1219.**

SECTION 7 – WORK CESSATION DURING A GRIEVANCE

Failure to exercise the right of appeal at any step thereof within the time limit provided therefore shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.

SECTION 8 – RENEWAL AGREEMENT DISPUTES

In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

- a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe re-opener become deadlocked in the opinion of the Union representative(s) or of the Employers' representative(s), or both, notice to that effect shall be given to the National Joint Adjustment Board.

If the Co-Chairmen of the National Joint Adjustment Board believe the dispute might be adjusted without going to final hearing before the National Joint Adjustment Board, each will then designate a Panel representative who shall proceed to the locale where the dispute exists as soon as convenient, attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them conclude that they cannot resolve the dispute, the parties thereto and the Co-Chairmen of the National Joint Adjustment Board shall be promptly so notified without recommendation from the Panel representatives. Should the Co-Chairmen of the National Joint Adjustment Board fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the National Joint Adjustment Board.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-Chairmen of the National Joint Adjustment Board may each designate a member to serve as a Subcommittee and hear the dispute in the local area. Such Subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock and the matter shall be heard by the National Joint Adjustment Board in the event a Subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by the National Joint Adjustment Board. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

- b) Any application to the National Joint Adjustment Board shall be upon forms prepared for that purpose subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party including copies of pertinent exhibits shall also be exchanged between the parties and filed with the National Joint Adjustment Board at least twenty-four (24) hours in advance of the hearing.
- c) The National Joint Adjustment Board shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-Chairmen of the National Joint Adjustment Board shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.
- d) Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the National Joint Adjustment Board, all effective dates in the new agreement shall be retroactive to the date immediately following the expiration date of the expiring agreement.

SECTION 9 – NON-IFUS CONTRIBUTING EMPLOYER ASSESSMENT

Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the National Joint Adjustment Board. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of this Article.

SECTION 10 – OTHER TYPES OF DISPUTES

In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the National Joint Adjustment Board to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of this Article have been adopted in their entirety, and without modification.

Such a dispute may be submitted upon the request of either party any time that local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the National Joint Adjustment Board pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

SECTION 11 – NATIONAL JOINT ADJUSTMENT BOARD IMMUNITY

In administering and conducting dispute resolution activities under the arbitration procedures of the Standard Form of Union Agreement, the National Joint Adjustment Board, the International Association of Sheet Metal, Air, Rail and Transportation, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives, are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all the rights, privileges, and immunities afforded to arbitrators under applicable law.

ARTICLE 11 – APPRENTICESHIP

SECTION 1 – JATF STRUCTURE AND AUTHORITY

All duly qualified apprentices shall be under the supervision and control of the Sheet Metal Local 88 Joint Apprenticeship and Training Fund, (JATF) composed of an equal number of trustees, half of whom shall be selected by the Employer, and half by the Union. There shall be a minimum of four (4) Trustees. Said JATF shall formulate and make operative such rules and regulations as they may deem necessary and which do not conflict with the specific terms of this Agreement, to govern eligibility, registration, education, transfer, wages, hours, working conditions of duly qualified apprentices and the operation of an adequate apprentice system to meet the needs and requirements of the trade. Said rules and regulations when formulated and adopted by the parties hereto shall be recognized as part of this Agreement.

SECTION 2 – JATF TRAINING COMMITMENT

The JATF designated herein shall serve for the life of this Agreement, except that vacancies in said Joint Apprenticeship and Training Fund, caused by resignation or otherwise, may be filled by either party hereto, and it is hereby mutually agreed by both parties hereto, that they will individually and collectively cooperate to the extent that duly qualified apprentices be given every opportunity to secure proper technical and practical education experience in the trade under the supervision of the JATF.

- a) The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

SECTION 3 – JATF EDUCATIONAL LOAN AGREEMENT

It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and the JATF will not be used to train apprentices or journeypersons who will be employed by employers in the sheet metal industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and the JATF. Therefore, the trustees of the International Training Institute and the JATF shall adopt and implement an Educational Loan Agreement Program which will

require apprentices and journeypersons employed by signatory Employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory Employer in the sheet metal industry. The cost of training shall include the reasonable value of all International Training Institute and the JATF materials, facilities and personnel utilized in training. If the JATF does not implement the Educational Loan Agreement, the JATF shall be prohibited from utilizing International Training Institute materials and programs.

SECTION 4 – APPRENTICE RATIOS

It is hereby agreed that the Employer shall apply to the JATF and the JATF shall grant apprentices on the basis of one (1) apprentice for each three (3) journeypersons regularly employed throughout the year. Provided, however, an Employer will not be entitled to a new apprentice if the Employer has an apprentice on layoff for lack of work.

SECTION 5 – APPRENTICE OBLIGATIONS AND RESTRICTIONS

Each apprentice shall serve an apprenticeship of up to four (4) years and such apprentices shall not be in charge of work on any job and shall work under the supervision of a journeyperson until apprenticeship terms have been completed and they have qualified as a journeyperson.

SECTION 6 – APPRENTICE WAGE PROGRESSION

A graduated wage progression shown below, based on a journeyperson's wage rate, shall be established for apprentices. The scale may vary based on local market conditions and recruiting requirements.

First Year	First Half = 45%	Second Half = 50%
Second Year	First Half = 55%	Second Half = 60%
Third Year	First Half = 65%	Second Half = 70%
Fourth Year	First Half = 75%	Second Half = 80%

(Benefit Package Included)

This Section shall not have the effect of reducing the wage progression schedule of any apprentice who was indentured prior to the effective date of this Agreement.

SECTION 7 – APPRENTICES AND INDUSTRY STABILIZATION PROGRAM

The parties will establish on a local basis the SMART Industry Stabilization Program and the procedures to enable all apprentices to participate in the program. The activities of the program that deal with organizing and other traditional union activities shall be funded by the Local Union through a checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Activities that may be funded by Employer contributions shall be so funded if, and to the extent, the parties shall agree locally to sponsor and implement the same.

SECTION 8 – CONCENTRATED APPRENTICE TRAINING

The parties agree that concentrated apprenticeship training is preferable to night-schooling and urge the JATF to implement concentrated training during the term of this Agreement.

The parties recognize that previous experience in the industry can be considered when evaluating and placing sheet metal workers into the apprenticeship program and the JATF shall work cooperatively with the parties in establishing standards for placing employees into the program. The parties shall also address the need to provide continuity in health care for those workers entering the program with prior experience in the industry.

SECTION 9 – JOURNEYPERSON UPGRADE TRAINING

The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal journeypersons.

SECTION 10 – OSHA 10 AND OSHA 30 TRAINING REQUIREMENT

Sheet Metal, Air, Rail and Transportation workers shall complete OSHA 10 or OSHA 30 training, as well as any mandatory refresher course, as a condition of employment in the Sheet Metal, Air, Rail and Transportation Industry. Such training shall be completed on the employee's time.

ARTICLE 12 – PRE-APPRENTICESHIP EMPLOYMENT

SECTION 1 – PRE-APPRENTICE RATIOS AND HIRING

It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Fund (JATF) and the JATF shall grant pre-apprentices on the basis of one (1) pre-apprentice for every three (3) apprentices employed by the Employer. Provided, however, that an Employer who employs one (1) or more apprentices and at least three (3) sheet metal journeypersons shall be entitled to at least one (1) pre-apprentice.

In the event the Employer is entitled to employ a pre-apprentice and the Union fails to comply with the Employer's written request to furnish a pre-apprentice within forty-eight hours (48), the Employer may hire such employees and refer them to the JATF for enrollment.

Pre-apprentices shall be enrolled as applicants for future openings in the apprenticeship program. The JATF shall evaluate the qualifications of pre-apprentices for such openings during the first year of employment. No pre-apprentice shall be retained beyond one (1) year unless the pre-apprentice has been found to be qualified as an applicant and is on the reserve list with the Local 88 Training Center. The wage scale for pre-apprentices shall be as established by the provisions of Article 17, Section 6. Health and welfare coverage shall be arranged on behalf of the pre-apprentices by the parties.

ARTICLE 13 – LABOR/MANAGEMENT COMMITTEE

SMACNA of Southern Nevada and the SMART Local 88 are committed to promoting productive and cooperative labor-management relations. In furtherance of this goal, SMACNA of Southern Nevada and SMART Local 88 agree to establish a labor-management committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends, and resolve common issues collaboratively.

ARTICLE 14 – NON-DISCRIMINATION

SECTION 1 – NON-DISCRIMINATION CLAUSE

In applying the terms of this Agreement and in fulfilling their obligations thereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law.

SECTION 2 – FAVORED NATIONS CLAUSE

In the event that the Union is party to a collective bargaining agreement, memorandum of understanding or other binding agreement which includes a provision that is more favorable to a provision that is set forth in this Agreement, the Union shall immediately provide copies of any agreement that it is party to, covering the performance of any work that falls within the scope of work covered by this Agreement, so that the Association may effectively utilize this provision. The Association may adopt such provision(s) and the provision(s) shall become effective as a term of this Agreement immediately upon written notification to the Union of adoption by the Association.

ARTICLE 15 – DURATION, TERMINATION AND RENEWAL

SECTION 1

This Agreement, Articles 1 through 38 and Addendums (for Employers signatory to the Addendums) attached hereto shall become effective on July 1, 2019 to June 30, 2024, and shall remain in full force and effect from year to year thereafter unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in full force and effect until conferences relating thereto have been terminated by either party by written notice, provided, however; if this Agreement contains Article 10, Section 8, it shall continue in full force and effect until modified by order of the National Joint Adjustment Board, or until the procedures under Article 10, Section 8, have been otherwise completed.

SECTION 2

If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article 10, Section 8 of this Agreement.

It is not the intent of either party hereto to violate any laws or any ruling or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the given event, any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter into immediate negotiations thereon; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

SECTION 3

Notwithstanding any other provision of this Article, or any other Article of this Agreement, whenever an amendment to the Standard Form of Union Agreement shall be adopted

by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4

Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification or amendment to this Agreement.

SECTION 5

By execution of this Agreement the Employer authorizes SMACNA of Southern Nevada, to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred and fifty (150) days prior to the then current expiration date of this Agreement.

This Standard Form of Union Agreement has provided for the inclusion of pre-apprentices and a reduction of the wage schedule for new apprentices. The purpose of this is to make contractors more competitive. To achieve that objective Employers agree to minimize multiple markups.

The Standard Form of Union Agreement is a recommended contract form that is revised from time to time by the International Association of Sheet Metal, Air, Rail and Transportation Workers and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the International Association of Sheet Metal, Air, Rail and Transportation Workers, nor the Sheet Metal and Air Conditioning Contractors' National Association Inc. has acted as the bargaining representative of any entity that may adopt all or part of the language of the Standard Form of Union Agreement. Furthermore, neither the International Association of Sheet Metal, Air, Rail and Transportation nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

Article 16 – COLLECTIVE BARGAINING REPRESENTATION

SECTION 1

The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the employees of their right described in Article 5, Section 5 of the Collective Bargaining Agreement to select the Union as their exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act.

SECTION 2

The Employer will take a positive approach to unionization of employees. The Employer will not take any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by employees of a collective bargaining agent.

SECTION 3

The Union and its representatives will not coerce or threaten any employee in an effort to obtain authorization cards.

SECTION 4

The Employer shall provide access to its work sites and to employees by the Union. The Union may engage in organizing efforts during employees' non-working times (before work, after work, and during meals and breaks) during such other periods as the parties may mutually agree upon.

SECTION 5

Within ten (10) days following receipt of a written request from the Union, the Employer will furnish the Union with a complete list of employees who meet the NLRB's *Steiny-Daniel* formula for eligibility ("employees") showing their job classifications, dates when they worked during the two years preceding the date of the list, and home addresses. Thereafter, the Employer will provide updated complete lists at the end of every payroll period.

SECTION 6

The Union may request recognition as the exclusive collective bargaining agent for employees covered by the Collective Bargaining Agreement. Reverend Dr. Robert E. Fowler, or another person mutually acceptable to the Employer and the Union, will conduct a review of employees' authorization cards submitted by the Union in support of its claim to represent a majority of such employees. The Employer shall bring to the review a list of eligible employees meeting the requirements of Section 5 and current as of the date of the review. If that review establishes that a majority of such employees has designated the Union as their exclusive collective bargaining representative, the Employer shall recognize the Union as such representative of all employees on all present and future job sites in the classifications and geographic jurisdiction covered by this Agreement. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) if the NLRB notice has been posted for 45 days before the petition is filed (a condition that applies only to this subparagraph (a)), the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement.

SECTION 7

The parties agree that any disputes over the interpretation or application of this Article or the provisions of Article 5, Section 5 of the collective bargaining agreement concerning 9(a) recognition shall be submitted to expedited and binding arbitration, with John Kagel serving as

the arbitrator. If he is unavailable to serve within thirty (30) calendar days of notification then Gerald McKay, or another mutually acceptable person, shall be the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The United States District Court for the District of Nevada shall have exclusive jurisdiction in any action concerning arbitration under this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law.

ARTICLE 17 – CLASSIFICATIONS AND WAGE RATES

SECTION 1 – JOURNEYPerson WAGE PACKAGE

(a) Effective July 1, 2019, the total wage package for journeyperson sheet metal workers shall be increased by three dollars and fifty cents (\$3.50) to be distributed as follows:

**SMART LOCAL NO. 88
HOURLY RATES AND FRINGE BENEFITS
July 1, 2019 - June 30, 2020**

	<u>BUILDING TRADES</u>		
	JOURNEYMAN	FOREMAN	GENERAL FOREMEN
Payroll:			
Base Wage (Including PAL)	48.52	53.37	58.22
Less Industry Stabilization Program	1.18	1.18	1.18
IA Per Capita	0.17	0.17	0.17
Union Dues**	1.29	1.29	1.29
Net Wage to Employee	45.88	50.73	55.58
Fringe Benefits:			
401(k) Base Contribution	0.25	0.25	0.25
SMW 88 Retiree Health Plan	1.26	1.26	1.26
Local Pension (Tri-State)	12.00	12.00	12.00
National Pension	3.07	3.07	3.07
Health Plan A	10.35	10.35	10.35
Apprentice/Journeyman Training	1.69	1.69	1.69
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05
	77.93	82.78	87.63

* General foremen, foremen and stewards who maintain current First Aid/CPR Completion Certificates shall receive an additional fifty cents (\$.50) over their base wage.

** Union Dues are calculated at 1.65% of journeyperson total package, see Article 9, Section 3.

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- b) Effective July 1, 2020, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.
- c) Effective July 1, 2021, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.
- d) Effective July 1, 2022, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.
- e) Effective July 1, 2023, the total wage package for a Building Trades Journeyman shall be increased by two dollars and ten cents (\$2.10) and shall be distributed at the discretion of SMART Local 88.

SECTION 2 – FOREMAN WAGE

Sheet Metal Foremen shall receive ten percent (10%) per hour worked above the journeyman sheet metal worker's taxable wage rate. Foremen who maintain current CPR/First Aid Completion Certificates will receive an additional fifty cents (\$0.50) per hour over the Foreman's rate.

SECTION 3 – GENERAL FOREMAN WAGE

Sheet metal general foremen shall receive twenty percent (20%) per hour worked above the Journeyman sheet metal worker's taxable wage rate. General foremen who maintain current CPR/First Aid Completion Certificates will receive an additional fifty cents (\$0.50) per hour over the general foreman's rate.

SECTION 4 – UNION AUTHORITY TO INCREASE BENEFIT CONTRIBUTIONS

SMART Local No. 88 shall have the option to increase benefit contributions to existing funds or plans and or to initiate participation in any additional funds or plans as recognized by the Sheet Metal, Air, Rail and Transportation Worker's International Association, or to implement 401(k) Savings Plan or any other tax deferral plan, upon sixty (60) days written notification.

For detailed information on the benefit plans, please refer to Article 9.

SECTION 5 – APPRENTICE WAGE PACKAGE

The Standard Form of Union Agreement A-08-11, Article 17, shall apply with the following provisions:

The Joint Apprenticeship and Training Committee (JATC) shall establish availability lists which shall govern the dispatching of apprentices by the Union. Dispatching of apprentices shall be in accordance with the order of availability designated by the Joint Apprenticeship Committee from current lists of available apprentices which shall be furnished regularly to the Union.

Effective July 1, 2019, the total wage package for apprentices shall be distributed as follows:

SHEET METAL WORKERS' LOCAL NO. 88**HOURLY RATES AND FRINGE BENEFITS****July 1, 2019 - June 30, 2020**

	1st Year Apprentice		2nd Year Apprentice	
	1st 6 Months 45%	2nd 6 Months 50%	1st 6 Months 55%	2nd 6 Months 60%
Base Wage (Including PAL)	21.83	24.26	26.69	29.11
Less Industry Stabilization Program	0.53	0.59	0.65	0.71
IA Per Capita	0.17	0.17	0.17	0.17
Union Dues**	0.67	0.72	0.77	0.82
Net Wage to Employee	20.46	22.78	25.10	27.46
Fringe Benefits:				
401(k) Base Contribution	0.25	0.25	0.25	0.25
Local Pension (Tri-State)	4.25	4.67	5.01	5.39
National Pension	1.38	1.54	1.69	1.84
Health Plan A	10.35	10.35	10.35	10.35
Apprentice/Journeyman Training	1.69	1.69	1.69	1.69
International Training Institute	0.12	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05	0.05
	40.54	43.55	46.47	49.42

Apprentice wages continued:

	3rd Year Apprentice		4th Year Apprentice	
	1st 6	2nd 6	1st 6	2nd 6
	Months	Months	Months	Months
	65%	70%	75%	80%
Base Wage (Including PAL)	31.54	33.96	36.39	38.82
Less Industry Stabilization Program	0.77	0.83	0.89	0.94
IA Per Capita	0.17	0.17	0.17	0.17
Union Dues**	0.86	0.93	0.98	1.02
Net Wage to Employee	29.74	32.03	34.35	36.69
Fringe Benefits:				
401(k) Base Contribution	0.25	0.25	0.25	0.25
Local Pension (Tri-State)	5.79	6.20	6.56	6.93
National Pension	2.00	3.07	3.07	3.07
Health Plan A	10.35	10.35	10.35	10.35
Apprentice/Journeyman Training	1.69	1.69	1.69	1.69
International Training Institute	0.12	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05	0.05
	52.41	56.31	59.10	61.90

** Union Dues are calculated at 1.65% of apprentice total package, please see Article 9, Section 3.

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

SECTION 6 – PRE-APPRENTICE AND MATERIAL EXPEDITOR WAGE PACKAGE

Effective July 1, 2019, the total wage package for pre-Apprentices/material expeditors shall be distributed as follows:

PRE-APPRENTICE/MATERIAL EXPEDITOR**PAYROLL**

Base Wage	16.40
Less Industry Stabilization Program	0.40
IA Per Capita	0.17
Union Dues**	0.40
Net Wage to Employee	15.83

FRINGE BENEFITS:

Retiree Health Plan	0.16
Local Pension (Tri-State)	0.35
Health Plan B	5.70
Apprentice/Journeyman Training	0.94
National Industry Fund	0.12
Local Industry Fund	0.45
	24.12

**** Union Dues are calculated at 1.65% of pre-apprentice/material expeditor total package, please see Article 9, Section 3.**

Any grievance arising in interpretation, violation or enforcement of this Article shall be processed under the grievance and arbitration procedures as outlined in Article 10.

ARTICLE 18 – SHEET METAL FOREMAN**SECTION 1 – SELECTION OF FOREMEN**

The selection of the individuals who will be craft foremen is at the sole discretion of the Employer. It is understood that employees working in the classification of foreman will be dispatched from SMART Local Union 88. It is understood that shops employing one or more journeyman sheet metal workers shall have a foreman. Foremen may work with tools of the trade on any work of the Employers signatory to this Agreement as defined in Section 1 of Article 1. Only foremen who normally work with the tools of their trade during straight time periods, in addition to the performance of supervisory duties, may work with the tools of their trade during overtime periods.

SECTION 2 – FOREMAN AND GENERAL FOREMAN RULES

It is expressly understood and agreed between the parties that Employers shall be prohibited from requiring an employee to supervise or direct other journeymen in the performance of work covered by this Agreement without paying them the established foreman's

wage differential. Foremen shall not be required or permitted to supervise more than ten (10) sheet metal workers, excluding him.

Foremen will not supervise another foreman without being paid the general foreman rate of pay. When more than one (1) foreman is required on any project, one (1) foreman will be designated as general foreman.

The Employers recognize their responsibility to provide adequate supervision in the shop and on the job, it being the mutual desire of the parties to provide for the efficient progress of the work performed in accordance with this Agreement.

ARTICLE 19 – FUNDS PAYMENT, POSTING AND BONDING

SECTION 1 – BENEFIT PAYMENT DUE DATE AND ADDRESS

Payments to all funds or trusts as provided in this Article shall be due and payable for the previous month on **the fifteenth (15th) of the month** and shall be considered delinquent if not received at Sheet Metal Workers' of Southern Nevada Trust Fund, 2560 Marco Street, Las Vegas, NV 89115, no later than the close of business on the **fifteenth (15th) of each month**. SMART Local 88 will overnight submitted benefits to Sheet Metal Workers Trust Funds of Southern Nevada no less than twice weekly.

All funds shall be included on one single form and **one (1) check, or one ACH payment when available**, shall be issued to cover the entire amount.

Contributions are vested assets of the plans, funds, or trusts or trust funds on the day that they become delinquent to plans, funds or trusts or trust funds.

SECTION 2 – EMPLOYER DELINQUENCY ON BENEFIT PAYMENTS

Should an Employer become delinquent in payments to said funds or trusts, said Employer shall post either a cash bond or corporate surety bond as follows:

Twenty-five thousand dollars (\$25,000) from Employers employing five (5) or less sheet metal journeymen; up to fifty thousand dollars (\$50,000) from Employers employing six (6) or more sheet metal journeymen. These bonds shall remain in effect for the balance of the contract period.

SECTION 3 – BENEFIT PLAN DELINQUENCY DAMAGES

It is hereby agreed and the parties hereto do hereby determine that the amount of damage to the plans or trusts resulting from any failure to file reports before the date of delinquency shall be presumed to be a sum equal to ten percent (10%) of the amount of contributions which is due for the month for which no report was filed or the sum of two hundred dollars (\$200.00), whichever is greater. In addition, it is hereby agreed and the parties hereto do hereby determine that the amount of damage to the plans or trusts resulting from failure to pay before delinquency shall be presumed to be a sum equal to ten percent (10%) of the amount of the contribution which is due and unpaid for the first month's delinquency and a sum equal to five percent (5%) of the amount of the contribution which is due and unpaid for each additional month during which payment of such delinquency remains unpaid, and that such additional amounts shall

immediately become due and payable to the Fund from such Employer as liquidated damages and not as a penalty. The parties hereto further agree that if such employer shall fail and/or refuse to pay such delinquent contributions together with such liquidated damages within ten (10) days after receipt of "Notice of Intended Legal Action" and demand for payment from any Plan or Trust, such delinquent contributing Employer hereby promises and agrees to, and shall become, bound to that Plan or Trust to pay all delinquencies and liquidated damages then due, together with all court costs, including such expenses of litigation as audit or investigative fees, a reasonable attorneys' fee incurred by the Fund in enforcing payment thereof and interest of twelve percent (12%) per annum or as set forth or determined in accordance with Section 6621 of the Internal Revenue Code, whichever is greater.

The parties agree that in the event any Employer has been delinquent to any plan or trust for a period of fifteen (15) days or more, that such Employer, upon written notice by the Trustees, shall be required to furnish to the Trustees or their representative any and all records and other information deemed necessary by the Trustees to enable them to file mechanic's liens or stop notices pursuant to applicable state and/or federal law to collect the delinquent contributions. The parties recognize that in order to file mechanic's liens and stop notices the Trustees must obtain information as to each hour worked by each employee and the location of the jobs on which each employee worked or to which the Employer supplied material. The Trustees may require the Employer to submit this information on a weekly basis while the Employer is delinquent. The parties recognize and agree that time is of the essence in the filing of mechanic's liens and therefore the Employer shall supply the requested information immediately upon request by the Trustees. In the event that an Employer fails to submit the information required, then any shareholder, officer and/or director of any Employer that is a corporation will be individually liable for any contributions unpaid to the Trusts for which such information was not provided.

In the event the delinquent Employer fails to post satisfactory bond and to pay the liquidated damages as required by this Agreement, and any other provisions of the Standard Form of Union Agreement of the Addenda thereto notwithstanding, no employee may be required to continue working for any Employer who is delinquent in payment of wages or contributions to any of the funds or trusts under this Agreement. Said employee shall not be subjected to return to work by such delinquent Employer until said Employer shall pay all amounts owing in conformance with the terms of this Agreement, at which time said employee shall return to his employment.

SECTION 4 – NEW EMPLOYER BONDING REQUIREMENT

Immediately after execution of this Agreement by the parties hereto, every new Employer shall post a cash or surety bond in the minimum amount of twenty-five thousand dollars (\$25,000).

SECTION 5 – BONDING REVIEW

Any bond, as described in this Article, may be reviewed by the parties hereto to determine if such amount is adequate or if such bond amount shall be adjusted.

SECTION 6 – BENEFIT CONTRIBUTION REPORT FORM

- a. The amount set aside by the Employer for each fund shall be shown on the payroll check stub given to the employee, and one (1) copy of the monthly report form shall be posted on the company bulletin board.
- b. Duplicate copies of the Employer's monthly report shall be immediately sent by the respective fund to SMART Local 88 and SMACNA of Southern Nevada.
- c. The Employer shall set forth on the monthly report form, in separate columns, the following:
 1. Social Security Number
 2. Name of Employee
 3. Classification Code
 4. Number of Hours Worked Including Overtime Hours
 5. Amount of Contribution to the Respective Funds

The total of the amounts of the contribution to the funds shall be given, together with the local union number, the check number and the date of transmittal to the respective funds.

SECTION 7 – PAYROLL CHECKSTUB

Each employee shall receive a weekly statement of earnings and deductions on their regular scheduled payday, or upon separation, which clearly states the following information for the current pay period and the year-to-date total.

1. Name and Address of the Employer
2. Pay Period
3. Check Date
4. Check Number or Indication of Direct Deposit
5. Hours Worked
6. Rate of Regular Pay
7. Total Earnings for the Pay Period
8. Year-to-Date Earnings

Any overtime, shift work, zone-pay or work performed under different classifications will show separately and include all information in items 5-8.

9. Total Gross Earnings for the Period
10. Total Tax for the Period
11. Total Deductions for the Period
12. Net Pay
13. Running Total for Items 6-9
14. Detail of Taxes to Include Line Items and a Total for:
 - a. Federal Withholding for the Period
 - b. Social Security for the Period
 - c. Medicare for the Period
 - d. Any Other Tax Which May be Required to be Withheld for the Period.

For each category in Item 14 a running total for the year.

15. Detail of Deductions to Include Line Items and a Total for:
- International Association (IA) per Capita for the Period
 - Industry Stabilization Program (ISP) for the Period
 - PAL for the Period
 - Voluntary 401k Contributions for the Period
 - Local Union Dues (1.65% Dues Assessment)
 - Any Other Authorized Deduction for the Period

For each item in Section 15 a running total for the year.

16. Description and amount for any other payment made to the employee for the pay period.

ARTICLE 20 – ZONE PAY

SECTION 1 – ZONE PAY CHART

In addition to applicable sheet metal rates add the applicable amounts **per hour**, calculated on a radius basis from Las Vegas City Hall.

<u>Zone</u>	<u>Miles</u>	<u>Pay Rate</u>
<i>Zone 1</i>	<i>0 – 30 Miles</i>	<i>\$0</i>
<i>Zone 2</i>	<i>30 – 50 Miles</i>	<i>\$2.50</i>
<i>Zone 3</i>	<i>50 – 100 Miles</i>	<i>\$3.50</i>
<i>Zone4</i>	<i>Over 100 Miles</i>	<i>\$5.00</i>

Employees required to drive personal vehicles from job to job or shop to job after first reporting point shall receive the current IRS mileage rate.

SECTION 2 – SHOW-UP PAY

If an employee is ordered to work within the forty-three (43) mile radius of the Las Vegas City Hall and no work is provided, the employee shall be paid two (2) hours work at the standard rate provided herein. If an employee is ordered to work beyond the forty-three (43) mile radius of the Las Vegas City Hall and no work is provided, the employee shall be paid four (4) hours work at the standard rate provided herein.

SECTION 3 – OVERTIME PAY

If an employee is called out before or after his regular shift within the area of forty-three (43) mile radius from the Las Vegas City Hall, he shall be paid a minimum of two (2) hours at the appropriate overtime rate. If an employee is called out before or after his regular shift to a point beyond the forty-three (43) mile radius from the Las Vegas City Hall, he shall be paid a minimum of four (4) hours at the appropriate overtime rate.

SECTION 4 – EXCEPTION

If an employee is dispatched to the job in a company vehicle on company time and within the working shift scheduled pursuant to Article 6, Zone Pay does not apply.

ARTICLE 21 – STEWARDS

A Union steward shall be a working employee, appointed by the Union, who shall, in addition to his or her work as an employee, be permitted to perform during working hours such of his other duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employers agree to allow stewards a reasonable amount of time for the performance of such duties. The Employers recognize that it is desirable that the steward remain on the job as long as there is work for which he or she is qualified. The Employers therefore agree that stewards shall be the next to last man or woman terminated when a reduction in force becomes necessary; provided the steward is performing the work for which he or she is qualified. The Union shall notify the Employers of the appointment of each steward, and the Employers before laying off or discharging a steward, for cause, shall notify the Union of their intention to do so.

In an effort to provide the opportunity for the Union to protect its jurisdiction, the Employers agree to recognize stewards temporarily appointed in the absence of a regular Steward on all work in progress under the Agreement. In no event shall an Employer discriminate against a steward or lay him or her off or discharge him or her on account of any action taken in proper performance of his or her Union duties.

Should the steward be working on a job which requires overtime, the steward shall be one of those to perform such overtime work unless the work performed is a specialty type of work for which the steward is not qualified. The steward shall be notified by the Employer upon receipt of the overtime permit from the Union office.

Stewards who maintain current CPR/First Aid Completion Certificates will receive an additional fifty cents (\$0.50) per hour over the journey person rate.

ARTICLE 22 – CERTIFIED PAYROLL REPORT

SECTION 1 – REQUEST AND COMPLIANCE FOR CERTIFIED PAYROLL

Contractors fabricating or assembling materials for installation within the jurisdiction of SMART Local Union 88, or elsewhere, upon request by the Local Joint Adjustment Board, shall furnish the representatives of SMART Local 88 and SMACNA of Southern Nevada, a certified payroll and whatever further proofs the Union or Association may deem necessary to prove that the wage scale for such fabricating or assembling has been paid in accordance with Article 8, which provides that the higher wage rate shall be paid for shop work or material destined for installation in other union jurisdictions. Such certification shall be by a Certified Public Accountant and shall accompany delivery of materials.

SECTION 2 – MATERIAL FABRICATION

It being expressly understood and agreed that heating, ventilating and air conditioning systems which serve more than a single dwelling, or apartment, shall not be considered a single dwelling, and all material fabricated for the above mentioned system shall be fabricated and/or assembled under the Building Trades scale of wages. It also being expressly understood and agreed that all material, insofar as possible, shall be fabricated and/or assembled within the jurisdiction of SMART Local Union 88.

ARTICLE 23 – MINIMUM HAND TOOLS

SECTION 1 – EMPLOYEE-PROVIDED TOOL LIST

The following list of hand tools shall constitute the minimum requirements to be furnished by journey person and apprentice sheet metal workers performing work under this Agreement:

- 1. Tool Belt and Bag**
- 2. Hammers (2)**
- 3. Screwdrivers (2)**
- 4. Pliers (1)**
- 5. Snips (1 each) Aviation M1 and M2**
- 6. Snips 18"**
- 7. Dividers 8" (1)**
- 8. 25' Tape Ruler**
- 9. Scratch Awl (1)**
- 10. Chisel (1)**
- 11. Central Punch (1)**
- 12. Hand Tongs (1)**
- 13. Vice Grip Pliers (1)**
- 14. Hand Dolly (1)**
- 15. Crescent Wrench 8" (1)**
- 16. Torpedo Level**
- 17. 9/16" Socket and Ratchet**
- 18. Chalk Box**

SECTION 2 – EMPLOYER-REQUIRED CUTTING TOOLS

Employers performing work under this Agreement shall furnish the tools for cutting any hardened metals such as stainless steel, titanium, etc.

ARTICLE 24 – PERSONAL PROPERTY

It is understood by the parties hereto that should the need arise for a job box, tool storage or tool shed to be located on the jobsite at the direction of the Employer, then the Employer assumes full responsibility in the event of loss through illegal entry which would result in the loss of personal tools to employees working on the job or project. However, if loss of personal property through illegal entry occurs once on a project and the contractor has reason to believe that the project may be at risk for further targeted illegal entries, then the contractor, for security reasons, can require employees to take home their tools from the project site at the end of each shift. Management will allow adequate time for pick up and return of personal toolboxes on a job to job basis.

It is understood that the Employer assumes responsibility for loss of personal tools of his or her employees due to fire in the aforementioned tool storage area. It is also understood that the same agreement applies to shops of the Employers.

It is understood that the Employer assumes responsibility for loss of his or her employees' personal tools due to illegal entry of a company vehicle.

No employee subject to this Agreement shall rent, lease or loan to any Employer any tools, equipment or conveyance of any kind or description.

ARTICLE 25 – UNION REPRESENTATIVES’ ACCESS TO JOB OR SHOP

The Employers shall not prohibit representatives of the Union from visiting the shop or jobsite at any reasonable time for the purpose of conducting Union business. Such visits by Union representatives may be frequent or infrequent, but the business necessitating the visit will be conducted expeditiously with a minimum of interruption or interference with the work being performed. The Union agrees that the Employer shall not be held liable for any accidental injuries that such representative might incur on such visits.

ARTICLE 26 – PAYROLL

SECTION 1

It is understood and agreed that it shall not be considered a violation of this Agreement if the Union takes economic action against an Employer whose payroll checks issued to workers covered by this Agreement are not honored by the bank on which they are drawn because of insufficient funds and the Employer involved fails, refuses or neglects to make such checks good immediately upon demand by the Union. It is also agreed and understood that the employees retaining payroll checks in their possession because of the Employer's inability to make good, such checks shall be considered in violation of this Agreement.

SECTION 2

All Employers must pay workers in a cashier's check on a local bank or establish credit with a local bank and/or other business establishment so that employees may cash their pay checks without delay or inconvenience.

SECTION 3

It is agreed that Employers who by past practice or by the submission of satisfactory evidence to the SMART Local 88 Business Manager have demonstrated their financial responsibility, may establish a payroll procedure under which employees shall be paid the last working day of each week with no more than three (3) days being withheld.

SECTION 4

It is understood that an employee shall be paid on company time before quitting time on Friday or the last regular workday of the week. Employees who are not paid their wages at the regular quitting time on payday shall be entitled to compensation for waiting time computed at the regular straight time rate of the applicable classification, except for those situations of any emergency nature which will be determined by the Local Joint Adjustment Board.

SECTION 5

In the event of a work layoff, it shall be the Employer's responsibility to pay each employee the full amount due to him or her at the time of separation.

ARTICLE 27 – SAFETY AND SANITATION

All approved safety rules and regulations as set down and adopted by the Division of Industrial Relations, Public Service Commission, State Public Health Service and other such agencies of the federal, county or city governments having jurisdiction over the parties with respect to safety and sanitation matters shall be observed by the Employers and their employees.

Per OSHA standards, suitable cooled drinking water must be furnished at the job and shop at all times and sufficient sanitary cups furnished so there need be no delay for workers to quench their thirst and sanitary toilets must also be furnished in all shops.

The William-Steiger Occupational Safety and Health Act of 1970 states that when any job is fifteen (15) minutes or more away from immediate medical attention, the Employer must have an employee with First Aid training on the job. The Employers and the Union mutually recognize that much of the work in the jurisdiction of SMART Local Union 88 is beyond the fifteen (15) minute boundary; therefore, the Employers agree to make available First Aid training courses for all journeyperson sheet metal workers of SMART Local Union 88. The Employers will pay for all costs incurred for the First Aid classes. All foremen shall be required to take a First Aid training course of the type offered by the American National Red Cross. The Union agrees to cooperate with the Employers and will encourage all members of SMART Local Union 88 to attend the First Aid training classes.

ARTICLE 28 – BREACH OF CONTRACT

A party to this Agreement shall not cancel this Agreement because of a claimed breach thereof or file any action for damages because of a claimed breach of this Agreement without giving notice in writing to the other party and allowing them ten (10) days thereafter to such other party for redress or correction. Nothing contained in this section shall be deemed to limit the right of the Union to take economic action against Employers who fail, refuse or neglect to implement any final decision handed down under the procedure for settling jurisdictional disputes or the procedure to be used in the adjustment of grievances. Neither shall this language prevent the Union from taking such action as is expressly permitted under Articles 19 and 26.

ARTICLE 29 – RESPONSIBILITY CLAUSE

SECTION 1 – LABOR AND MANAGEMENT INDUSTRY BETTERMENT

The Union and the Employers agree to cooperate in all matters for the betterment of the industry, realizing that the best working conditions depend on a prosperous industry.

SECTION 2 – JOB AWARD NOTIFICATION

In order to effectuate the policies and purposes of the National Joint Board for the Settlement of Jurisdictional Disputes in the Building and Construction Industry, it is agreed that whenever an Employer signatory to this Agreement is awarded sheet metal work on a commercial type building structure in excess of 9,000 square feet, such Employer shall immediately notify SMACNA of Southern Nevada and SMART Local 88 in writing. Upon receipt of such notification, the Union will review the plans and specifications, and prior to the

commencement of work on such projects, shall notify SMACNA of Southern Nevada and the Employer in writing of any jurisdictional disputes on such job.

SECTION 3 – EMPLOYER RESTRICTION ON SUBLETTING

Neither the Union nor the Employer shall directly or indirectly by any subterfuge evade the terms, intent, and purposes of this Agreement. No Employer shall sublet or subcontract with persons who are employees covered by this Agreement or any part of the labor services required by the Employer of such employee.

SECTION 4 – COMPENSATION ADHERENCE

It is the intent of the parties hereto to compensate employees as required by this Agreement. The parties therefore agree to prohibit lump sum piece work or any other method of payment inconsistent with the terms hereof.

ARTICLE 30 – UNION LABEL AND MATERIALS

SECTION 1 – UNION LABEL REQUIREMENT

A Sheet Metal Union label shall be applied to all sheet metal work manufactured, assembled and fabricated by members in good standing of SMART Local 88 or of the International Association of Sheet Metal, Air, Rail and Transportation Workers.

SECTION 2 – PROCUREMENT OF MATERIALS

Nothing in this Agreement shall limit the right of the Employer to use materials and products in the course of his or her work available on the open market provided only that the Employer herein agrees to give preference whenever possible to Union made materials and products and the Union and the Association will appoint a standing committee for the purpose of determining the legality of any other Article which may strengthen this Article. All materials leaving the jurisdiction, or for resale, must bear the Union label.

Nothing in the above Section is intended by the parties to be effectuated or enforced in a manner contrary to law.

ARTICLE 31 – QUALIFICATIONS TO BE SIGNATORY

To become a signatory Employer to this Agreement, an Employer must have a contractor's license, as required by Nevada State, county and municipal licensing acts or laws, must carry full insurance coverage as required by the Division of Industrial Relations, must be equipped with the tools required for the performance of the work to be engaged in by the firm, and must be regularly engaged as a sheet metal contractor or manufacturer. Any Employer who is signatory to this Agreement and does not have a shop or manufacturing facility of its own must purchase all fabricated/manufactured materials as outlined in Article 8 of this Agreement. No Employer shall be entitled to sign or become party to this Agreement if they are delinquent in payment to any of the Funds or Trusts established by this Agreement. Any dispute under this provision may be referred to the Local Joint Adjustment Board procedure.

Should SMART Local Union 88 enter into an Agreement and/or Addendum with any individual Employer which is more favorable in any way than this Agreement and/or Addendum,

than any Employer who established and operates in that same manner shall apply for and receive the same more favorable Agreement and Addenda.

ARTICLE 32 – JOINT INDUSTRY COUNCIL

SECTION 1 – PURPOSE OF THE JOINT INDUSTRY COUNCIL

The Joint Industry Council shall be composed of three (3) Employer Representatives from SMACNA of Southern Nevada and three (3) Union Representatives from SMART Local 88 and shall function as a research and public relations agency on behalf of the sheet metal industry. It shall seek to increase the use of sheet metal products by the consuming public, improve the business of the sheet metal contractors, contact architects and general contractors and acquaint all with the uses of sheet metal so as to increase the use of sheet metal in construction projects.

SECTION 2 – ROLE IN MISINTERPRETATIONS AND CONTROVERSIES

The Joint Industry Council shall work with all joint committees, boards, etc., when requested, in an effort to resolve and/or avoid misinterpretations and/or controversies regarding administration of this Agreement and its Addendums.

SECTION 3 – MEETING FREQUENCY

It is the intent of the parties hereto that said Joint Industry Council shall meet monthly.

SECTION 4 – COMPOSITION REQUIREMENT

It is agreed that at least two (2) members each from labor and management shall be from the Negotiating Committee who participated in the negotiation of this Agreement.

ARTICLE 33 – SMART LOCAL 88 DISPATCH PROCEDURES

SECTION 1 – CLASSIFICATIONS AND QUALIFICATIONS

Building Trades Journeyman Sheet Metal Worker

Anyone who has worked within the jurisdiction of SMART Local 88 as a building trades journeyman sheet metal worker may qualify as a building trades journeyman sheet metal worker. Those who have no work experience within the jurisdiction of SMART Local 88 must show either seven (7) years' experience with the tools of the trade at the building trades journeyman level or a certificate qualification from an apprenticeship program recognized by the International Training Institute.

Light Commercial Journeyman Sheet Metal Worker

Anyone who has worked within the jurisdiction of SMART Local 88 as a light commercial journeyman sheet metal worker may qualify as a light commercial journeyman sheet metal worker. Those who have no such experience within the jurisdiction of SMART Local 88 must show four (4) years' experience with the tools of the trade at the light commercial journeyman level.

Residential Journeyperson Sheet Metal Worker

Anyone who has worked within the jurisdiction of SMART Local 88 as a residential journeyperson sheet metal worker may qualify as a residential journeyperson sheet metal worker. Those who have no such experience within the jurisdiction of Local 88 must show four (4) years' experience with the tools of the trade at the residential journeyperson level.

Service Technician

Anyone who has worked within the jurisdiction of SMART Local 88 as a service technician may qualify as a service technician. Those who have no such work experience within the jurisdiction of SMART Local 88 must show two (2) years' experience with the tools of the trade as a service technician.

Apprentice

Anyone indentured in the Sheet Metal, Air, Rail and Transportation Workers Local 88 joint apprenticeship and training program will be deemed qualified as an apprentice.

Pre-apprentice

Must comply with the provisions of Article 12. All determination as to qualifications shall be made by the Local 88 JATC.

SECTION 2 – OUT-OF-WORK LISTS

The Union has twelve (12) out-of-work lists: Groups A and B for Building Trades, Light Commercial, Residential and Roofer Journeyperson, and one (1) each for Service Technicians, Apprentices, Pre-apprentices and Residential Helper.

Group A

Journeypersons who have worked at least 1,200 hours within the jurisdiction of SMART Local 88 within two (2) years of registering on the out-of-work list and reside within the jurisdiction of SMART Local 88. To meet the residency requirement, the journeyperson must show proof of resident (e.g., mortgage book, lease, etc.), Nevada vehicle registration and a Nevada driver's license.

Group B

All other qualified journeypersons.

Journeypersons in Group A need only sign the out-of-work list when registering. Those in Group B must report to the hall in person twice each month (once before the 1st day and 15th day, and again between the 16th day and the last day of the month) to sign the out-of-work list. Those who do not sign the list twice monthly will be removed from the list.

SECTION 3 – DISPATCH TO EMPLOYMENT

The Employers agree to first call the Union dispatching office when requesting sheet metal workers. Employees will be dispatched in accordance with the procedures set forth in this Agreement.

Employers may request journeypersons from Group A regardless of their position on the list. Otherwise, journeypersons on Group A will be dispatched on a first-in/first-out basis, except

where Employers have requested a journeyperson with special qualifications. A journeyperson in Group B will be dispatched on a first-in/first-out basis only after all journeyperson's in Group A have been dispatched. Apprentices will be dispatched on a first-in/first-out basis. Pre-apprentices will be dispatched based on their skill, ability and experience as evaluated by the hiring hall.

Employers not signatory to an Agreement with SMART Local 88 may also request workers from the hall, and these workers will be dispatched on a first-in/first-out basis only, except for foreman and job stewards who the hiring hall may dispatch at its discretion regardless of their position on the list.

A written Referral Slip will be given to each dispatched worker. This is written proof that the worker has been dispatched in accordance with the Union's dispatch procedures. No worker will be accepted for employment without a Referral Slip.

An individual who is dispatched to and works a job which lasts less than forty (40) hours may return to the hall immediately on layoff and shall be returned to his or her original place on the appropriate out-of-work list. No qualified workers shall be refused registration or dispatch because of membership or non-membership in any labor union.

SECTION 4 – EMPLOYER 48-HOUR RIGHT TO HIRE

It is understood that if the Union is unable to furnish employees satisfactory to the Employer within forty-eight (48) hours, within the scheduled work week, of receipt of request for Employees, the Employer may hire from any source provided notice is given to the Union of the facts within twenty-four (24) hours, stating the name, classification and rate of pay of the new employee. This Article will not be in effect if the Drug Testing Policy herein is cause for dispatching delays.

SECTION 5 – TERMINATION OF EMPLOYMENT

When an Employer discharges an employee, for any reason, the Employer will complete a Notice of Separation form. The Employer will retain the original, and copies will be given to the employee, SMACNA of Southern Nevada and SMART Local 88. No furlough lasting longer than thirty (30) days will be permitted. No hiring will be permitted by an Employer who has an employee on furlough unless a special skill is required.

It is the responsibility of an employee who has been terminated from employment to register with the hiring hall in order to be dispatched again. No one will be permitted to register without first providing a Notice of Separation from the Employer.

ARTICLE 34 – SMART LOCAL 88 WORKING RULES

No working rules shall be adopted by SMART Local Union 88 which are contrary to the terms of the Standard Form of Union Agreement, Form A-08-11, to this Article, or which impose any additional burden or hardship on the Employer. The working rules attached to this Article and approved by the parties hereto shall apply during the term of this Agreement.

SECTION 1

The term employees as used in these working rules shall apply to general foremen, foremen, journeypersons, apprentices, pre-apprentices/material expeditors and service technicians.

SECTION 2

No employee shall donate labor on any work described in Article 1, Section 1, without permission of the SMART Local 88 Business Manager.

SECTION 3

Employees shall not be permitted to furnish groovers, mallets, power tools, circumference rules, two foot (2') framing squares, twenty-four inch (24") levels, drill bits, socket sets, yankee screwdrivers, battery drills or any tools considered unfair to other working workers or against the interest of this Union.

SECTION 4

A general foreman is a journeyperson sheet metal worker with one (1) or more foremen under his supervision.

SECTION 5

It shall be the foreman's responsibility to see that all workers check with the Union steward before going to work.

SECTION 6

Employers shall furnish all safety equipment except safety shoes. When employees are required to wear safety glasses at all times on the jobsite, the Employer shall provide safety glasses or prescription safety glasses. Noise protection to be furnished and worn when noise level is above 85 decibels.

SECTION 7

Employees will not be permitted to load or unload trucks before or after working hours unless they are paid overtime for same.

SECTION 8

Any journeyperson working on work that runs into overtime shall have first choice on this work, but overtime work shall be divided when possible.

SECTION 9

Only one (1) Employer in any company shall be allowed to work with the tools, and then in the shop only.

SECTION 10

The Employer shall not be permitted to work on any overtime work unless accompanied by a journeyperson.

SECTION 11

Employees transported to and from jobs or jobsites or to and from shops shall be transported in covered conveyances with adequate seating facilities provided to ensure safety,

good health and comfort of said employees. At no time shall over three (3) employees ride in the cab of a truck.

SECTION 12

The Employer shall furnish welding hoods, welding glasses, leathers (or equal spark protection), safety goggles and respirators where needed.

SECTION 13

Employees shall be at their place of work at starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. All employees shall be allowed adequate company time to gather up tools.

SECTION 14

Except under emergency conditions, permission to work overtime must be obtained from the Business Manager's office.

SECTION 15

If an Employer is performing work on a project during the construction of which such project is declared to be unfair by the Southern Nevada Building and Construction Trades Council and the work is stopped for that reason, the Union shall not be deemed to have violated this Agreement, if during the period of said stoppage of work, the employees represented by the Union fail to perform their work on said project for the Employer.

SECTION 16

Employers signatory to this Agreement shall maintain reasonable standards consistent with prevailing practice in the industry in Southern Nevada with respect to heating, cooling, and ventilating in their permanent shops.

SECTION 17

No Employee covered by this Agreement shall be required to drive his or her personal vehicle over temporary construction roads, to remote areas, unless such roads are graded and surfaced so as to make them suited to passenger car traffic.

SECTION 18

No employee shall be loaned from one Employer without following the hiring procedure contained in this Agreement.

SECTION 19

Employees shall receive a break no later than three (3) hours from start time and no employee shall be required to work more than five (5) hours from the starting time of his/her shift without a half-hour (30 minute) unpaid break. When an employee works beyond eight (8) hours in a workday, the employee shall be given a second fifteen (15) minute break. In addition, the employee shall also be given a fifteen (15) minute break for every two (2) hours worked thereafter. It is understood these breaks will be taken on the Employers' time and will be taken in the immediate work area.

SECTION 20

Should employees be injured in a manner serious enough to require a doctor's treatment, the Employer will furnish transportation for one (1) trip for the employee injured while in the employment of the Employer, from the point of injury to the doctor's office. The employee will be paid during this period of transportation.

SECTION 21

Employers shall pay for welding certifications when required.

SECTION 22

Employers shall provide parking within a one-half (1/2) mile radius of the Las Vegas City Hall. On any project, when parking is deemed to be an issue, SMACNA of Southern Nevada and SMART Local 88 will resolve said issue on a job-by-job basis. If stipulations regarding parking are set by an owner of a project or a Project Labor Agreement, those stipulations will have precedence.

SECTION 23

No employee shall leave the shop or jobsite over a jurisdictional dispute with another craft until all parties concerned, including the Employer and the owner, have the opportunity to resolve the dispute without disruption of work.

SECTION 24

Employees may at the Employer's request re-charge batteries for battery operated drills at home. The employees assume no liability for lost, damaged or stolen chargers, drills or batteries.

SECTION 25

Employees reporting for work in cut-offs or tennis shoes will not be permitted on the jobsite. The Employer in this case will not be required to pay Show-Up Pay.

ARTICLE 35 – INTEGRITY CLAUSE

SECTION 1 – DEFINITION OF DOUBLE-BREASTED EMPLOYER

A double-breasted Employer for purposes of this Agreement is an Employer that itself, or through a person or persons subject to an owner's control, has ownership interest (other than a non-controlling interest in a corporation whose stock is publicly traded) in any business entity that engages in work within the scope of Article 1 and is using employees whose wage package, hours and working conditions are inferior to those prescribed in the Agreement of the sister local union affiliated with SMART, AFL-CIO, in that area.

An Employer is also a double-breasted Employer when it is owned by another business entity as its direct subsidiary or as a subsidiary of any other subsidiary within the corporate structure thereof through a parent-subsidiary and/or holding company relationship, and any other business entity within such corporate structure is engaging in work within the scope of Article 1 and is using employees who are prescribed in the Agreement or, if such other business entity is located or operating in another area inferior to those prescribed in this Agreement.

SECTION 2 – FAILURE TO GIVE NOTICE OF BECOMING DOUBLE-BREASTED

Any Employer that signs this Agreement or is covered thereby, by virtue of being a member of a multi-employer bargaining unit, expressly represents to the Union that it is not a double-breasted Employer as such term is defined in Section 1 of this Article and further agrees to advise the Union promptly, if at any time during the life of this Agreement, said Employer changes its mode of operation and becomes a double-breasted Employer. Failure to give timely notice of being or becoming a "double-breasted Employer" shall be viewed as fraudulent conduct on the part of such Employer.

In the event any Employer signatory to or bound by this Agreement shall be guilty of fraudulent conduct as defined above, such Employer shall be liable to the Union for liquidated damages at the rate of five hundred dollars (\$500) per calendar day from the date of failure to notify the Union until the date on which the Employer gives notice to the Union. The claim for liquidated damages shall be processed as a grievance in accordance with, and within the time limits prescribed by, the provisions of Article 10.

ARTICLE 36 – SHIFT WORK

SECTION 1

Shift work shall be allowed on all jobsite construction and all shop work. The Union office and the Shop or Job Steward must be notified when shift work is to be practiced.

SECTION 2

Not less than five (5) full consecutive days shall constitute a shift (excluding weekends). Shift work begins on a Monday and ends on a Friday. For the rules regarding shift work on remodel and renovation work in occupied buildings refer to Article 6, Section 4.

SECTION 3

When three (3) shifts are required in the shop or on the jobsite, the graveyard shift shall receive fifteen percent (15%) premium and eight (8) hours' pay for seven (7) hours worked. This shift shall begin at 12:01 a.m. on Monday. The day shift shall begin at 7:30 a.m. on Monday and receive eight (8) hours pay for eight (8) hours of work. The evening shift shall receive a ten percent (10%) premium and eight (8) hours' pay for seven and one-half (7 ½) hours worked. This shift shall begin at 4:00 p.m. on Monday.

SECTION 4

No shift shall overlap, and shift changes will be permitted only on Monday.

SECTION 5

Employees must have an eight (8) hour rest period when changing shifts.

SECTION 6

All shift work over the regular hours worked will be paid at the overtime premium rate of pay on Monday through Friday.

SECTION 7

The overtime conditions of this Article will prevail on all shift work.

SECTION 8

Employers will provide separate gang boxes for each crew's personal tools with different keyed locks.

SECTION 9

When a second shift is required in any shop or jobsite following the day shift, the second shift may start any time following the day shift. The second shift shall receive eight (8) hours pay for seven and one-half (7 ½) hours work plus ten percent (10%) premium. If the second shift extends past midnight the entire second shift shall be paid at the graveyard shift rate.

ARTICLE 37 – DRUG TESTING POLICY

SMART Local 88 of the International Association of Sheet Metal, Air, Rail and Transportation and SMACNA of Southern Nevada (SMART/SMACNA) hereby acknowledge and recognize both labor and management have a vested interest in the health and safety of the members/employees and the survival of the industry. Collectively labor and management have elected to take positive steps to address these problems through adoption of a drug testing policy.

A jointly prepared model drug testing policy has been adopted by the parties hereto and will be in full force and effect for the duration of this Agreement. Employers hereby agree to implement this model policy dated. **Copies of this policy are available at Union or Employer Association office.**

This model drug testing policy has been formulated to provide standardized workable solutions leading to identifiable benefits through Workplace Intervention/Employee Assistance Program (EAP). The following outlines the goals and objectives of this model policy:

GOALS

1. To establish a mechanism available to Employers and the Union that is sensitive enough to allow for early identification of the largest possible number of persons whose work performance is affected by drug use.
2. To provide the Employer and the Union with a method of assisting those persons who are associated with drug use, and other professional or self-help resources, and to link Employees with needed services.
3. To ensure maximum use of opportunities to establish lasting rehabilitation of persons associated with drug use through treatment in certified employee assistance programs.
4. To reduce the lost work time and reduced productivity, unnecessary turnover and training costs, and health care costs associated with drug use problems through early effective treatment of persons associated with drug use.

OBJECTIVES

1. Identify individuals with drug use and other problems through pre-employment screenings.

2. Intervene with individuals with drug use and other problems and motivate them to seek assistance.
3. Assist participants in selecting quality and comprehensive referral services drug use and other problems.
4. Ensure confidential handling of information and confidential management of records and files.
5. Offer drug education and other health-related information to Employers and employees. Employers hereby agree to pay for pre-employment drug testing to ascertain whether an applicant is capable of safely performing the duties required. Prospective employees shall take these pre-employment tests on their own time.

MANDATED TESTING

Drug use testing programs mandated by federal agencies, such as the U. S. Department of Transportation, or by other users of construction services, may contain testing requirements not covered in this program. In such an event, the mandated requirements shall be made a part of this program for the duration of the work involved only upon mutual agreement with the Union.

1. Drug Free Workplace Policy

As a responsible industry SMART/SMACNA are committed to maintaining a work environment which reflects concern for our employees'/members' health and safety. Employees/members with drug use and other problems, not only impair their performance, but may also pose a safety risk to other workers. As a result, SMART/SMACNA, as a sheet metal industry, have implemented the following guidelines to ensure a drug free workplace.

- A. Being under the influence of, the use, manufacture, sale, or possession of narcotics, drugs or controlled substances while on the job or on SMART/SMACNA premises is prohibited.
- B. The use of drugs prescribed by a licensed physician is not prohibited, but employees are required to make such use known to their immediate supervisor if the use of such prescription may affect their performance or impact the safety of their workers. Employees should consult with their doctor about how any medication prescribed will affect job performance.
- C. SMART/SMACNA recognize the need for a drug-free awareness program and will:
 1. Periodically publish information on the dangers of drug use.
 2. Advise employees/members of any available Employee Assistance Programs, rehabilitation counseling benefits provided by their group insurance plan.
- D. SMART/SMACNA shall be held harmless in this agreement from any liability that may be incurred as a result of the drug testing policy, including any chemical testing of applicants for employment.

- E. Alcohol may be served at SMART/SMACNA sponsored events with the prior approval of the President or designated representative. SMART/SMACNA will urge attendees to arrange for alternate transportation or designate a driver for these events.
- F. SMART/SMACNA recognize that drug use has become a major issue both in the workplace and within our communities and families. Whenever possible, reasonable efforts will be made by SMART/SMACNA to provide any help requested by an employee/member, and strict confidentiality will be observed.
- G. SMART/SMACNA consider adherence to this policy to be essential and a condition of employment.

H. Definitions:

1. "Controlled Substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.
2. "Marijuana" - Marijuana consists of dried, chopped plant parts: Cannabis Sativa, the hemp plant, is the source. The principal psychoactive agent in marijuana is delta-9-tetrahydrocannabinol (THC), which sometimes comprises more than seven percent (7%) of marijuana material.
3. "Cocaine" - Cocaine is an alkaloid from the coca plant, Erythroxyton coca. It usually is obtained as cocaine HCl, but those who smoke the drug prepare the "freebase" or "crack" form, chemically removing the HCl; this form can be volatilized and inhaled with increased temperature.
4. "Amphetamine and Methamphetamine" - Pharmaceutical companies and illicit black marketers both manufacture amphetamine and its n-methyl derivative, methamphetamine. Methamphetamine, called speed on the street, is generally the drug that is abused. Both Methamphetamine and Amphetamine are found in prescription medications. They are stimulants affecting the sympathetic nervous system. Methamphetamine is easily made in clandestine labs from ephedrine. Amphetamines are stimulants effecting the sympathetic nervous system.
5. "Opiates" - The opioids (commonly called opiates) are alkaloids of the opium poppy. The prototypes are morphine and codeine. Synthetic opiates include heroine, hydromorphone (Dilaudid), oxymorphone (Numorphon), diphenoxylate (Lomitil), hydrocodone (Loritab), and oxycodone (Percodan). Other drugs having similar effects and sometimes regarded as synthetic opiates are propoxyphene (Darvon), methadone (Dolophine), meperidine (Demoral), sufentanil (Sufenta), or fentanyl (Sublimaxe, Innovar). All of these drugs are available by prescription in the United States. The most widely abused synthetic opiate, heroin, is obtained by reacting natural morphine with acetic acid. Heroin (diacetylmorphine) is a highly addictive drug. In the body, heroin metabolizes back to morphine.

6. "Phencyclidine" - Known on the street as PCP or Angel Dust, is a synthetic (or manufactured) arylcyclohexylamine, chemically related to ketamine, which is used in anesthesia for animals. PCP's synthesis is relatively simple for black market manufacturers. Phencyclidine's use as a human anesthetic was discontinued because it produced psychotic reactions, and its more prolonged use as a veterinary tranquilizing agent has also stopped. Thus, the drug now has no therapeutic role: its use is strictly illegal.
7. "Employee Assistance Program (EAP)" means a program of counseling, referral, and educational services for illegal drug use, alcohol misuse or abuse, and other medical, mental, emotional, or personal problems of employees, particularly those which adversely affect behavior and job performance.
8. "Laboratory" means a licensed medical laboratory approved by SMART/SMACNA to perform certain functions. The laboratory is responsible for providing test results generated by the drug testing policy and has appropriate medical training to interpret and evaluate an individual's positive test result, together with that person's medical history, and any other relevant biomedical information.
9. "Chain of Custody" means procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate labeled chain of custody form(s) account(s) for the sample or sample aliquots within the laboratory.
10. "Collection Container" means a container into which the applicant or employee urinates to provide the urine sample used for a drug test.
11. "Collection Site" means a place designated by SMART/SMACNA where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
12. "Confirmatory test" means a second analytical procedure used to identify the presence of a specific drug or metabolite. Confirmatory testing is independent of the initial test and uses a different technique and chemical principle more specific than the initial test in order to ensure reliability and accuracy. The most accepted confirmatory procedure is by Gas Chromatography - Mass Spectroscopy (GCMS).
13. "Employee" refers to all union employees of SMART/SMACNA. Disciplinary action for union employees will be governed by this Agreement.
14. "SMART/SMACNA" means SMART Local 88 and SMACNA of Southern Nevada. SMACNA also means all Employers to this Agreement and the Addenda thereto.

2. SMART/SMACNA Drug Testing Policy

It is the intent of SMART/SMACNA to continue to strive for a safer working environment for its employees/members. Many of the owners and general contractors with whom we do business share this same concern. As a result, SMART/SMACNA have adopted this Drug Testing Policy. All new hires will be subject to a urinalysis test to identify the possible use of drugs pertaining to this policy. The term negative in reference to test results indicates pass. The term positive indicates substance levels above the predetermined acceptable range, resulting in failure. SMART/SMACNA utilize the same levels established by the Substance Abuse Mental Health Services Administration (SAMHSA). The results of these tests will be held in strict confidence.

Additional language may be added to this policy after consulting with professionals and agreed to by both sides.

A. Procedures for Applicants

Each applicant assigned to a mandated project or dispatched through SMART Local 88 to an Employer will be given a copy of the SMART/SMACNA DRUG TESTING POLICY AGREEMENT. These individuals will be asked to report or be escorted to a laboratory or clinic for the purpose of a drug test. The individual will take all such drug tests on his or her own time. SMACNA will pay for all such drug tests. A signature will be required on the forms for laboratory testing. The "Toxicology Requisition" Forms will allow the applicant to list all personal or prescription drugs in use which may cause positive results in the testing or alter the testing procedures.

B. Accident and Incident

It is agreed that persons involved in a work-related accident or incident that results in property or equipment damage or injury requiring treatment defined as recordable by OSHA Regulations may be required to submit to a test.

C. Test Results

All chemical testing results shall come under the control and supervision of the laboratory, with employee confidentiality protected. The results from this test will take approximately 48 to 72 hours and will undergo medical review and if positive, will be forwarded to the Employee Assistance Program (EAP) designated representative. Negative results will be transmitted immediately to a SMART Local 88 designated representative.

Applicants with negative test results will be notified to verify an employment start date. Proof of prescriptions listed may be required at time of testing. The applicant is allowed to explain any positive test results directly to the laboratory or EAP's designated representative. All negative test results will be immediately sent by a secured method to SMART Local 88 and the EAP's respective designated representative.

The laboratory will advise the EAP's and SMART Local 88's designated representative of any determined positive test result. Any applicant found to test positive will be immediately notified that the offer of employment is terminated. Union employees who test positive will be immediately notified and terminated from any SMART/SMACNA mandated project with the consent of the local bargaining unit.

A sufficient urine sample, approximately forty (40) ml, is required for the test. The sample shall be separated into two (2) containers at the time of donation, with one (1) kept providing the means for the sample to be independently retested, at the employee's expense, by a certified and licensed laboratory of his/her choice. The request for independent testing must be made within forty-eight (48) hours of notification to the employee/applicant of the initial positive test results. If the second test result is negative, the applicant will be allowed to report to work and will be reimbursed for the cost of the second test.

D. Additional Testing

SMART/SMACNA reserve the right to revise this drug testing policy if at any time the local or state authorities, federal government or members of private enterprise for which SMART/SMACNA perform work, requires a change to the drug testing policy. This policy may also be modified in accordance with any state and localities that have drug testing statutes. Any testing involving union employees will be approved by SMART Local 88 prior to collecting any specimens.

In the case of revision to this policy, affected applicants/employees may be subject to testing or retesting as part of the job requirements. Any revision which may affect union employees will be coordinated through the local bargaining unit prior to implementation.

3. Urine Testing Protocol

A. Laboratory Qualifications

The Testing Laboratory, which will be selected from the SMART/SMACNA eligibility list by SMART/SMACNA, will maintain strict security at its facility and rigorously follow proper chain of custody procedures. The testing laboratory will fully satisfy every security, chain of custody and analytical requirement necessary to sustain a legal challenge and remove any legal liability from SMART/SMACNA of the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

B. Initial Test:

The testing laboratory will use an immunoassay which has been approved for commercial use by the U.S. Food and Drug Administration. The laboratory will use the following cut-off levels for its initial test:

<u>Substance</u>	<u>Initial Test</u>
Marijuana Metabolite	50 Ng/ml*
Cocaine Metabolite	300 Ng/ml*
Opiates	2,000 Ng/ml*
Phencyclidine	25 Ng/ml*
Amphetamine	1,000 Ng/ml*

**Ng/ml (nanogram per milliliter)*

C. Confirmatory Test:

The Testing Laboratory will confirm all initially positive test results by gas chromatography/mass spectrometry (GC/MS). The Laboratory will use quantitative analysis for all GC/MS confirmation testing. The Laboratory will use the following cut-off levels for its confirmation test:

<u>Substance</u>	<u>Confirmation Test</u>
Marijuana Metabolite	15 Ng/ml *
Cocaine Metabolite	150 Ng/ml *
Phencyclidine	25 Ng/ml *
Amphetamine	500 Ng/ml *
Methamphetamine plus required Amphetamine Metabolite	500 Ng/ml *
Heroin as Morphine, plus diaceyl Morphine if present	2000 Ng/ml *

**Ng/ml (nanogram per milliliter)*

D. Reporting Results:

Negative test results are reported directly to SMART Local 88's respective designated representatives. The laboratory will report positive test results in writing and will report only to the EAP designated representative.

E. Record Retention:

Unless otherwise notified, the testing laboratory retains all records pertaining to a given urine specimen for two (2) years.

F. Storage:

The testing laboratory stores all positive specimens for a least one (1) year or longer whenever requested.

4. Procedures for Collection of Specimens

The laboratory shall be responsible for collecting all urine specimens in a competent manner that will sustain a legal challenge and remove any legal liability from SMART/SMACNA.

No person with a management or supervisory responsibility over an employee to be tested, or a co-worker of the employee to be tested, may serve as a collector.

A. Importance of Urine Collection:

Collection of the urine specimen is the most vulnerable part of any drug testing policy. SMART/SMACNA must be able to tie the results of a urinalysis drug test to a specific individual. Therefore, SMART/SMACNA have established a written chain of custody procedure to document proper specimen identification, integrity and security from the time of collection to the receipt of laboratory test results.

The chain of custody will indicate the following:

1. No one has adulterated or tampered with the urine specimen;
2. All persons who handled the urine specimen are documented;
3. Proper security measures ensured that no one had unauthorized access to the urine specimen; and
4. The specimen belongs to the individual whose identity is printed on the label.

B. Applicant Notification:

1. The designated representative of SMART Local 88 shall inform each applicant receiving an offer of employment that the offer is contingent upon successful completion of a urine test for drug use.
2. All applicants for employment must provide a urine sample for drug testing as outlined in the SMART/SMACNA DRUG TESTING POLICY.
3. When making a contingent offer of employment, the designated representative of SMART Local 88 shall direct the applicant to appear at the specified collection facility within two (2) hours of the acceptance offer. The designated representative of SMART Local 88 shall also inform the applicant that he or she must present appropriate photo identification at the collection facility. If applicant does not appear within the two (2) hours with proper identification, applicant must return to SMART Local 88 to be redispached for testing.
4. Mandated Testing: Substance abuse testing programs mandated by federal agencies, such as the U. S. Department of Transportation, or by other users of construction services, may contain testing requirements not covered in this program. In such an event, the mandated requirements shall be made a part of this program for the duration of the work involved only upon mutual agreement with SMART Local 88. At such time mandated testing is approved by the Union, the designated representative shall notify any and all employees/applicants of the testing requirements.

NOTE: No action will be taken by SMART/SMACNA to terminate any employee who refuses to be tested for mandated testing purposes which have been approved by the local bargaining unit.

C. Preliminary Collection Site Procedures:

1. Collection site personnel shall inspect the individual's photo identification and confirm the individual's identity. Collection site personnel shall note any unusual appearance or behavior on the appropriate forms.
2. Collection site personnel shall obtain the individual's signature on a "Toxicology Requisition" form. The individual will be instructed at the time of collection:

- a) That he or she must provide a sufficient amount (approximately 40 ml) of urine for testing;
- b) The opportunity to submit information concerning use of prescription or non-prescription drugs that may support a legitimate use for a specific drug;
- c) Notice that drug addiction may be a handicap protected by federal, state or local law and the opportunity to claim such a handicap;
- d) The individual's role in establishing the chain of custody for the urine specimen;
- e) Assurance that the individual may provide the urine specimen in private;

Consent for SMART/SMACNA or its agent to collect a urine specimen for drug testing (including mandated testing) and to release the results of the testing to the EAP and Union's designated representatives.

D. Typical Urine Specimen Collection Procedures:

1. Collection site personnel directs the individual to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or adulterate the urine specimen. Collection site personnel further directs the individual to put aside all personal belongings, such as a purse or briefcase. The individual may retain his or her wallet. Collection site personnel note any unusual behavior on appropriate forms.
2. The individual remains in the presence of collection site personnel without access to purses or briefcases or to warm water fountains, faucets, soap dispensers, cleaning agents or any other materials which could be used to adulterate the specimen. Collection site personnel note any unusual behavior on the appropriate forms.
3. The individual provides the urine specimen in the privacy of a stall or otherwise partitioned area that assures individual privacy. Collection site personnel note any unusual behavior on the appropriate forms.
4. Upon receiving the specimen from the individual, collection site personnel determine that it contains a sufficient amount of urine and is at the proper temperature. Collection containers are a one-time use disposable container. If the specimen does not contain the sufficient amount of urine, a collection site personnel provides the individual the opportunity to drink additional water until sufficient urination is possible.
5. Immediately after the specimen is collected, collection site personnel inspect the specimen to determine its color and any signs of contamination. Collection site personnel properly document any unusual findings but may not decide to forego testing of the specimen. Collection site personnel forward all specimens to the

laboratory for testing, and the laboratory subjects them to chemical analysis, even if adulteration is suspected.

6. After the collection site personnel inspect the specimen, the individual may wash his or her hands.
7. Collection site personnel and the individual keep the specimen in view at all times prior to its being sealed and labeled. During transfer of the specimen to a second bottle, the individual observes the transfer of the specimen.
8. Collection site personnel place a tamper-proof seal over the container cap and down the sides of the container. The individual observes this sealing process.
9. Collection site personnel place an identification label on the side of the container which states the date, the specimen number and the individual's name. The individual observes the application of this label and initials the label as certification that it is the unadulterated specimen he or she has provided.
10. The individual signs the chain of custody form which states the date, collection site, the names of the collection site personnel and the individual's name and has been in the individual's view continuously from the time of collection until he or she initialed the label affixed to the bottle. The form also verifies that the identified specimen is the unadulterated specimen he or she has provided.

E. Chain of Custody and Shipment of Urine Specimen

If the specimen is shipped out for testing, the Chain of Custody form documents each time it is handled or transferred and the reason for such handling or transfer and identifies every individual in the chain. Collection site personnel should minimize the number of persons handling a specimen.

5. Urinalysis Written Notice

Pursuant to its written policy, the SMART/SMACNA by authority of the SMART/SMACNA DRUG TESTING POLICY AGREEMENT has directed you to provide a urine specimen for drug testing. Note: Drug testing utilizing a urine sample is required of all applicants for employment as described in this policy.

A. Accuracy of Test Results:

Testing will be conducted in such a manner that any results generated will hold up in a legal proceeding.

SMART/SMACNA have taken extraordinary precautions to assure that the test results are accurate.

SMART/SMACNA have retained the drug testing services of a testing laboratory that uses state-of-the-art testing procedures. The laboratory uses two (2) separate tests. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug

has a different molecular structure, just as each person has a different fingerprint. The laboratory's second test identifies each drug by its unique molecular "fingerprint". Only if the second test is also positive does the laboratory report a positive test result. The scientific and medical community uniformly agrees that the combination of these tests used by the laboratory produces extremely accurate results.

B. Chain of Custody:

SMART/SMACNA take exceptional precautions to assure the integrity of each urine specimen. To ensure that an individual's urine specimen is not accidentally confused with another's, collection site personnel follow a rigorous Chain of Custody procedure. Individuals providing urine specimens have a vital role to play in the Chain of Custody procedures. They must keep their urine specimen in view at all times until it is sealed and labeled. Each individual then initials the label on his or her specimen.

C. Confidentiality:

Test results are highly confidential. The laboratory will inform only the EAP's and SMART Local 88's respective designated representatives, on a strict need-to-know basis. If the laboratory finds no reason to dispute the positive test result, it will inform the EAP's and Sheet Metal, Air, Rail and Transportation Local 88's respective designated representatives on a very strict need-to-know basis.

D. Consequences of Refusal to be Tested:

SMART/SMACNA will withdraw the offer of employment to any applicant who refuses to be tested.

NOTE: no action will be taken by SMART/SMACNA to terminate any employee who refuses to be tested for mandated testing purposes which have been approved by the local bargaining unit.

E. Consequences of a Positive Test:

In cases of positive test results, SMART/SMACNA will require the employee to undergo counseling and treatment as recommended by the EAP. Any discipline or adverse action imposed by SMART/SMACNA as a result of SMART/SMACNA's drug testing policy, including the results of chemical testing, shall be subject to the grievance and arbitration procedure as provided in Article 10.

ARTICLE 38 – CREW RATIOS

The ratios contained herein and as outlined on the attached charts are minimum journeyman to apprentice to pre-apprentice ratios, employers may employ as many journeymen as the employer deems necessary.

SECTION 1 – FABRICATION SHOP RATIOS

The first employee working in the sheet metal shop shall be a building trades journeyman. The second an apprentice, the third a pre-apprentice. After the second employee is working in the shop, the first building trades journeyman will be paid at the foreman rate. The foreman will not supervise other foremen without being paid the general foreman rate of

pay. When more than one (1) foreman is required in any shop, one (1) foreman will be designated as general foreman. Thereafter the crew will build according to the attached Shop Crew Ratio Chart. Foreman Rules will remain as written in Article 18.

It is hereby agreed that the ratio for journeypersons to apprentices shall be one (1) apprentice to (1) journeyperson. It is further agreed that the ratio for apprentices to pre-apprentices shall be one (1) to one (1) for the first pre-apprentice and not less than three (3) apprentices to (1) pre-apprentice thereafter.

FABRICATION SHOP RATIOS CHART

<u>Shop Crew Size</u>	<u>Journeyperson</u>	<u>Apprentice</u>	<u>Pre-Apprentice</u>
1	1	0	0
2	1	1	0
3	1	1	1
4	2	1	1
5	2	2	1
6	3	2	1
7	3	3	1
8	4	3	1
9	4	4	1
10	4	4	2
11	5	4	2
12	5	5	2
13	6	5	2
14	6	6	2
15	7	6	2
16	7	7	2
17	7	7	3
18	8	7	3
19	8	8	3
20	9	9	3
21	9	9	3
22	10	9	3
23	10	10	3
24	10	10	4
25	11	10	4
26	11	11	4

SECTION 2 – BUILDING TRADES JOBSITE RATIOS CHART

<u>Journey person</u>	<u>Apprentice</u>	<u>Pre-Apprentice</u>	<u>Foreman</u>	<u>General Foreman</u>
1	1	0	0	0
2	1	0	1	0
3	1	0	1	0
4	2	0	1	0
5	2	0	1	0
6	3	1	1	0
7	3	1	1	1
8	3	1	1	1
9	4	1	1	1
10	4	1	1	1
11	4	1	1	1
12	5	1	1	1
13	5	1	1	1
14	5	1	1	1
15	6	2	2	1
16	6	2	2	1
17	6	2	2	1
18	7	2	2	1
19	7	2	2	1
20	7	2	2	1
21	8	2	3	1
22	8	2	3	1
23	8	2	3	1
24	9	3	3	1
25	9	3	3	1
26	9	3	3	1
27	10	3	3	1
28	10	3	4	1
29	10	3	4	1
30	11	3	4	1
31	11	3	4	1
32	11	3	4	1
33	12	4	4	1
34	12	4	4	1
35	12	4	5	1
36	13	4	5	1

This Agreement, Articles 1 through 38, shall become effective on July 1, 2019 to June 30, 2024.

In witness whereof, the parties hereto affix their signatures and seal on this first (1st) day of July 2019.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: 
Jeffrey Proffitt, Business Manager

SMACNA OF SOUTHERN NEVADA

By: 
Mandi L. Wilkins, Executive Vice President

An Employer signatory to the Standard Form Union Agreement (SFUA) is not automatically signatory to the Addendums herein. A signatory Employer that desires to perform work under one of the Addendums must do the following:

- (1) **Procure a signature page for the desired Addendum(s) from SMART Local 88.**
- (2) **Submit a signed copy of the signature page(s) to both SMART Local 88 and SMACNA of Southern Nevada.**

LIGHT COMMERCIAL ADDENDUM

SECTION 1 – Agreement

It is hereby agreed by and between the parties, signatory hereto, that the provisions set forth in this Light Commercial Addendum, include the provisions of the Standard Form of Union Agreement, Articles 1 through 38, unless otherwise provided for in this Section.

SECTION 2 – Light Commercial Scope

Light Commercial Construction Work.

Light Commercial construction scope of work is defined as being the fabrication, handling, transporting and installation of all general sheet metal work, architectural sheet metal, heating, ventilating and air conditioning systems, moisture control, metal fireplaces, solar systems and refrigeration systems on buildings with a maximum of five (5) stories of total building height, and individual satellite stores of fifteen thousand (15,000) square feet or less per floor, in commercial complexes or warehouse units.

- Each store exceeding fifteen thousand (15,000) square feet in shopping centers, shall be manned on a ratio of one (1) building trades journeyman as foreman, one (1) light commercial journeyman, and one (1) apprentice or pre-apprentice/material expeditor. (Enclosed shopping malls not included).
- All other stores fifteen thousand (15,000) square feet or less shall be manned on a ratio of one (1) light commercial journeyman to one (1) apprentice or pre-apprentice/material expeditor. (Enclosed shopping malls not included).
- All shop fabrication will be performed under the conditions of Article 38 – Shop Fabrication Ratios.

Any job or project or phase of sheet metal work not specifically described within this section shall not be performed under the light commercial provisions but may be subject to other available relief by SMART Local 88 under Section 7 of this Addendum.

SECTION 3 – Tilt-Up Construction

Tilt-Up construction, outside the parameters of Section 2 of this Addendum will be considered on a case-by-case basis. SMART Local 88 encourages the Employers to actively pursue this work and will facilitate any reasonable requests to secure this work using this Addendum.

SECTION 4 – Prevailing Wage

This Addendum and all of its terms and provisions are wholly inapplicable to any project or contract bid upon by any signatory Employer, which is covered under the terms and provisions of Nevada Revised Statutes Chapter 338, Nevada Administrative Code Chapter 338, or is a project covered by the terms of the Federal Davis Bacon Act.

SECTION 5 – Wage Classifications

The Employers agree they will not require or assign a building trades journey person to go to work at the light commercial journey person rate without written notice to SMART Local 88 and the employee, not less than twenty-four (24) hours prior to the change, at which time the Employer will submit a change in classification form to SMART Local 88 and keep on file with the Employer's payroll department. When notification is not given for any change in classification the employee will be paid at the building trades journey person rate of pay plus benefits, regardless of job assignment, until all Parties are properly notified. It is further agreed that if an employee refuses the changes in conditions of employment, said employee may be terminated by reduction in force. No light commercial journey person will be transferred to work not covered by this Addendum.

SECTION 6 – Work Preservation and Sector Expansion

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the Parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to the SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Addendum. This request shall be made within the policies and procedures set forth by SMART Local 88.

SECTION 7 – Wage Rates & Disbursements

Effective July 1, 2019 the total wage package for the light commercial journeyman shall be distributed as follows:

SMART LOCAL NO. 88
HOURLY RATES AND FRINGE BENEFITS
July 1, 2019 - June 30, 2020

Light Commercial Journeyman

	JOURNEYMAN	FOREMAN	GENERAL FOREMAN
Payroll:			
Base Wage (Including PAL)	29.62	32.58	35.54
Less Industry Stabilization Program	0.30	0.30	0.30
IA Per Capita	0.17	0.17	0.17
Union Dues **	0.70	0.70	0.70
Net Wage to Employee	28.45	31.41	34.37
Fringe Benefits:			
401(k) Base Contribution	0.25	0.25	0.25
Local Pension (Tri-State)	2.84	2.84	2.84
National Pension	3.07	3.07	3.07
Health Plan B	5.70	5.70	5.70
Apprentice/Journeyman Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05
	42.67	45.63	48.59

*General foreman, foreman and stewards who maintain current CPR Certifications shall receive an additional \$0.50 over their base wage.

** Light commercial journeyman dues are calculated @ 1.65% of light commercial journeyman total package.

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union

fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- Effective July 1, 2020, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2021, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2022, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2023, the total wage package for a light commercial journeyman shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

SECTION 8 – General Foreman, Foreman and Stewards

- General foremen shall receive twenty percent (20%) per hour worked above the residential journeyman base wage rate.
- Foremen shall receive ten percent (10%) per hour worked above the residential journeyman base wage rate.
- General foreman, foreman and stewards who maintain current CPR and First Aid Certificates will receive an additional fifty cents (\$.50) per hour over their base wage.

SECTION 9 – Apprentices, Pre-Apprentices and Material Expeditors Wages

Wage rates for apprentices, pre-apprentices and material expeditors shall be paid as outlined in Article 17.

SECTION 10 – Dispatching Procedure

Employers signatory to this Addendum may employ employees directly without first dispatching the employee from the union hall. Within forty-eight (48) hours of an Employer employing an employee under this Addendum, the Employer must direct the employee to the union hall to complete dispatch. Any Employer signatory to this Addendum shall be required to discharge any employee pursuant to this section within ten (10) days after employing said employee and that employee has failed to become or remain a member in good-standing of SMART Local 88. Notwithstanding anything to the contrary therein, this section shall not be applicable if all or any part thereof shall be in conflict with applicable state or local laws.

IN WITNESS WHEREOF, the parties hereto have agreed this Light Commercial Addendum shall become a part of the Standard Form of Union Agreement, Form A-08-11, to be executed by their duly authorized representatives as of this ____ day of _____ 20____.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: _____
Jeff Proffitt, Business Manager

Company: _____

By: _____

Print: _____

RESIDENTIAL ADDENDUM

SECTION 1 – Agreement

It is hereby agreed by and between the parties that the provisions set forth in this Residential Addendum, include the provisions of the Standard Form of Union Agreement, Articles 1 through 38, unless otherwise provided for in this section.

SECTION 2 – Residential Work Scope

The scope of work covered by this Residential Addendum includes fabrication, handling, transporting and installation of all general sheet metal work, architectural sheet metal, HVAC systems, solar systems, moisture control, metal fireplaces and refrigeration systems. This Residential Addendum applies to new construction, installation, repair, replace or service on single-family dwellings, multiple-family dwellings, apartment buildings, retirement and nursing home facilities up to and including four (4) stories of total building height.

SECTION 3 – Residential Crew Ratio

Residential work shall be manned at a ratio of one (1) residential journeyman to two (2) residential helpers.

SECTION 4 – Shop Fabrication

All shop fabrication under this Residential Addendum shall be produced, or purchased, under the SMART International Blue Label, preferably fabricated within the jurisdiction of SMART Local 88.

SECTION 5 – Prevailing Wage

This Addendum and all of its terms and provisions are wholly inapplicable to any project or contract bid upon by any signatory Employer, which is covered under the terms and provisions of Nevada Revised Statutes Chapter 338, Nevada Administrative Code Chapter 338, or is a project covered by the terms of the Federal Davis Bacon Act.

SECTION 6 – Wage Classifications

The Employers agree they will not require or assign a building trades journeyman to go to work at the residential journeyman rate.

SECTION 7 – Work Preservation and Sector Expansion

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the Parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Addendum. This request shall be made within the policies and procedures set forth by SMART Local 88.

SECTION 8 – Wages

Effective July 1, 2019 the total wage package for a residential journeyman and residential helper shall be distributed as follows:

**SMART LOCAL NO. 88
HOURLY RATES AND FRINGE BENEFITS**

July 1, 2019 - June 30, 2020

Residential

	<u>Journeyman</u>	<u>Foreman</u>	<u>General Foreman</u>
Payroll:			
Base Wage (Including PAL)	19.23	21.15	23.08
Less Industry Stabilization Program	0.30	0.30	0.30
IA Per Capita	0.17	0.17	0.17
Union Dues **	0.47	0.47	0.47
Net Wage to Employee	18.29	20.21	22.14
Fringe Benefits:			
401(k) Base Contribution	2.50	2.50	2.50
Health Plan B	5.70	5.70	5.70
Service Person Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
	28.57	30.49	32.42

****Residential journeymen's dues are calculated @ 1.65% of total residential journeyman package**

Residential Helper**Payroll:**

Base Wage (Including PAL)	\$12.00
Less Industry Stabilization Program	\$0.30
IA Per Capita	\$0.17
Union Dues **	\$0.30
Net Wages to Employee	\$11.23

Fringe Benefits:

401K Base Contribution	\$0.25
Health Plan B	\$5.70
Serviceperson Training	\$0.40
	\$18.35

****Residential helper dues are calculated @ 1.65% of total residential helper package**

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- Effective July 1, 2020 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2021 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2022 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2023 the total wage package for residential-journeyperson/helper sheet metal workers shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

Residential helpers base wage will increase to match any changes in state or federal minimum wage laws.

SECTION 9 – General Foreman, Foreman and Stewards

- General foremen shall receive twenty percent (20%) per hour worked above the residential journeyperson base wage rate.
- Foremen shall receive ten percent (10%) per hour worked above the residential journeyperson base wage rate.
- General foreman, foremen and stewards who maintain current CPR and First Aid Certificates will receive an additional fifty cents (\$.50) per hour over their base wage.

SECTION 10 – Apprentices

Wage rates for apprentices shall be paid in accordance with Article 17.

SECTION 11 – Dispatching Procedure

Employers signatory to this Addendum may employ employees directly without first dispatching the employee from the union hall. Within forty-eight (48) hours of an Employer employing an employee under this Addendum, the Employer must direct the employee to the union hall to complete dispatch. Any Employer signatory to this Addendum shall be required to

discharge any employee pursuant to this section within ten (10) days after employing said employee and that employee has failed to become or remain a member in good-standing of SMART Local 88. Notwithstanding anything to the contrary therein, this section shall not be applicable if all or any part thereof shall be in conflict with applicable state or local laws.

SECTION 12 – Employer Apparel

In order to project a professional image, the Employer reserves the right to require residential journeypersons/helpers to wear employer-provided apparel. Additionally, it is always the employee's responsibility to present a clean and professional image while dealing with the general public and customers.

SECTION 13 – Tools

Residential sheet metal mechanics shall be required to furnish the minimum hand tools required in Article 23, Section 1. Residential service employees shall furnish the following tools:

1- SET NUT RUNNERS	1- SET ALLEN WRENCHES S & L
1- SET SCREW DRIVERS	1- 4, 6, 8, 10 Inch CRESENT WRENCHES
1- 12 "CHANNEL LOCKS	1- REFRIGERATION WRENCH
1- HAMMER	1- INSPECTION MIRROR
1- 25' TAPE MEASURE	1- SMALL & 1 LARGE TUBING CUTTER
1- POCKET THERMOMETER	1- FLASH LIGHT
1- TORPEDO LEVEL	1- HACKSAW FRAME
2- VICE GRIP PLIERS	1- PAIR AVIATION SNIPS R & L
1- SQUARE NOSE SIDE CUT PLIERS	1- TOOL BOX OR BELT OR BUCKET
1- WIRE STRIPPER	

The Employer shall provide all other tools, equipment, instruments and meters required to perform assigned duties.

IN WITNESS WHEREOF, the parties hereto have agreed this Residential Addendum shall become a part of the Standard Form of Union Agreement, Form A-08-11, to be executed by their duly authorized representatives as of this ____ day of _____ 20____.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: _____
Jeff Proffitt, Business Manager

Company: _____

By: _____

Print: _____

SERVICE AND REFRIGERATION ADDENDUM

SECTION 1 – Agreement

It is hereby agreed by and between the parties, signatory hereto, that the provisions set forth in this Service and Refrigeration Addendum, include the provisions of the Standard Form of Union Agreement, Articles 1 through 38, unless otherwise provided for in this section.

SECTION 2 – Service and Refrigeration Scope

Commercial Service and Refrigeration

Commercial Service and Refrigeration is defined as the start-up, repair, replacement, maintenance, and adjustment necessary to make operative any heating, ventilating, air-conditioning and refrigeration units. This includes all food service equipment, refrigeration and recreational systems. The Parties to this Addendum reserve the right to modify this scope as necessary to keep up with technological, and market, changes.

Light Commercial Service and Refrigeration

Light Commercial Service and Refrigeration is defined as the installation, start-up, repair, replacement, maintenance, and adjustment necessary to make operative any heating, ventilating, air-conditioning and refrigeration units, as defined under the parameters of the Light Commercial Addendum. This includes all food service equipment, refrigeration and recreational systems. The Parties to this Addendum reserve the right to modify this scope as necessary to keep up with technological, and market, changes.

SECTION 3 – Service and Refrigeration Crew Ratio

The ratio for journeypersons, apprentices, service technicians, pre-apprentices and material expeditors is as follows:

Commercial Service and Refrigeration Work. This shall be performed at a ratio of one (1) building trades journeyman to one (1) apprentice to one (1) pre-apprentice/material expeditor. Apprentices may perform this work without a journeyman present if they:

- a. Have six (6) months experience in the service and refrigeration industry
- b. Have access via smart phone to journeyman supervision
- c. Have unobstructed access to all necessary safety equipment
- d. Have access to a company-provided vehicle

Light Commercial Service and Refrigeration Work. This work shall be performed at a ratio of one (1) light commercial journeyman to one (1) apprentice/service technician to one (1) pre-apprentice/material expeditor. The service technician classification may only be utilized under the Light Commercial Service and Refrigeration Addendum scope of work. Apprentices and service technicians may perform this work without a journeyman present if they:

- a. Have six (6) months experience in the Service and Refrigeration industry
- b. Have access via smart phone to Journeyman supervision

- c. Have unobstructed access to all necessary safety equipment
- d. Have access to a company provided vehicle

SECTION 4 – Prevailing Wage

This Addendum and all of its terms and provisions are wholly inapplicable to any project or contract bid upon by any signatory Employer, which is covered under the terms and provisions of Nevada Revised Statutes Chapter 338, Nevada Administrative Code Chapter 338, or is a project covered by the terms of the Federal Davis Bacon Act.

SECTION 5 – Work Preservation and Sector Expansion

The parties hereto may at their discretion, and where local conditions warrant such action, mutually agree to expand this Addendum to cover other segments of work not presently controlled by the parties.

The Employer may make a Resolution 78 or Industry Stabilization Program request to SMART Local 88 to enable them to perform work on a specific, individual project under the terms of this Addendum. This request shall be made within the policies and procedures set forth by SMART Local 88.

SECTION 6 – Wage Rates & Disbursements

Effective July 1, 2019 the total wage package for the light commercial service technician shall be distributed as follows. Wages for building trades journeypersons, apprentices shall be set as per Articles 17.

SMART LOCAL NO. 88
HOURLY RATES AND FRINGE BENEFITS
July 1, 2019 - June 30, 2020

Light Commercial Journeyperson

	<u>JOURNEYPERSON</u>	<u>FOREMAN</u>	<u>GENERAL FOREMAN</u>
Payroll:			
Base Wage (Including PAL)	29.62	32.58	35.54
Less Industry Stabilization Program	0.30	0.30	0.30
IA Per Capita	0.17	0.17	0.17
Union Dues **	0.70	0.70	0.70
Net Wage to Employee	28.45	31.41	34.37
Fringe Benefits:			
401(k) Base Contribution	0.25	0.25	0.25
Local Pension (Tri-State)	2.84	2.84	2.84
National Pension	3.07	3.07	3.07
Health Plan B	5.70	5.70	5.70
Apprentice/Journeyperson Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
Unified Construction Industry Council	0.05	0.05	0.05
	42.67	45.63	48.59

***General foreman, foreman, and stewards, who maintain current CPR Certificate shall receive an additional \$0.50 over their Base Wage**

**** Light commercial journeypersons dues are calculated @ 1.65% of light commercial journeyperson total package**

Light Commercial Service Technician

	<u>Service Technician Level 1</u>	<u>Service Technician Level 2</u>	<u>Service Technician Level 3</u>
Payroll:			
Base Wage (Including PAL)	20.00	23.00	26.00
Less Industry Stabilization Program	0.59	0.71	0.89
IA Per Capita	0.17	0.17	0.17
Union Dues **	0.48	0.53	0.58
Net Wage to Employee	18.76	21.11	23.89
Fringe Benefits:			
401(k) Base Contribution	0.25	0.25	0.25
National Pension	2.14	2.14	2.14
Health Plan B	5.70	5.70	5.70
Serviceperson Training	0.40	0.40	0.40
International Training Institute	0.12	0.12	0.12
National Industry Fund	0.12	0.12	0.12
S/M Occupational Health Inst	0.02	0.02	0.02
National Energy Management Inst	0.03	0.03	0.03
Local Industry Fund	0.45	0.45	0.45
	29.23	32.23	35.23

**** Service Technician 1-3 dues are calculated @ 1.65% of Service Technician 1-3 total package**

The Union agrees that if the Local or National Pension Funds or the health plans, including the Retiree Health Plan, require any additional contributions during the term of this Agreement, the Union shall allocate such additional contribution amounts out of the existing wage rates, effective the same date that the additional contributions are required. If the Union fails to make the appropriate allocation, the Employers are authorized to immediately reduce existing wage rates in the appropriate amount and allocate that amount to the appropriate fund.

- Effective July 1, 2020, the total wage package for a light commercial journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2021, the total wage package for a light commercial/service technician journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.
- Effective July 1, 2022, the total wage package for a light commercial journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

- Effective July 1, 2023, the total wage package for a light commercial journeyman/service technician shall be increased by \$.50, to be distributed at the discretion of SMART Local 88.

SECTION 7 – Apprentices, Pre-Apprentices and Material Expeditors Wages

Wage rates for apprentices, pre-apprentices and material expeditors shall be paid in accordance with Article 17.

SECTION 8 – Light Commercial Service Technician Progression

1. Service technician Level 1 must have the following qualifications prior to employment:
 - a. Universal E.P.A Certification
 - b. Two (2) years prior experience
2. Service Technician Level 2 must have the following qualifications prior to employment or promotion from Service Technician Level 1:
 - a. Universal E.P.A Certification
 - b. First Aid/CPR Certification
 - c. Four (4) years prior experience two (2) years must be with a SMART International signatory contractor)
 - d. Passing the Core examination from the ESCO Institute or equivalent
 - e. Three (3) letters of recommendation from members in good-standing with SMART Local 88 that work within the Service and Refrigeration industry
3. Service Technician Level 3 must have the following qualifications prior to employment or promotion from Service Technician Level 2.
 - a. Universal E.P.A Certification
 - b. First Aid/CPR Certification
 - c. Six (6) years prior experience two (2) years must be with a SMART International signatory contractor)
 - d. Passing the Core, Heat Pumps, and HVAC Electrical examinations from the ESCO Institute or equivalent
 - e. Two (2) manufacturers' Certifications/Completion Certificates
 - f. Three (3) letters of recommendation from members in good standing with SMART Local 88 that work within the Service and Refrigeration industry
4. Service Technicians will be promoted to Light Commercial Journeyman status with the following qualifications:
 - a. Universal E.P.A Certification
 - b. First Aid/CPR Certification
 - c. Eight (8) years prior experience two (2) years must be with a SMART International signatory contractor)
 - d. Passing the Core, Heat Pumps, HVAC Electrical and Commercial Refrigeration examinations from the ESCO Institute or equivalent.
 - e. Four (4) manufacturers' Certifications/Completion Certificates
 - f. Three (3) Letters of recommendation from members in good standing with SMART Local 88 that work within the Service and Refrigeration industry

5. Service Technicians may apply to the Sheet Metal Local 88 JATC at any time, subject to the application rules and Standards of the JATC.

SECTION 9 – General Foreman, Foreman and Stewards

- General foremen shall receive twenty percent (20%) per hour worked above the residential journeyman base wage rate.
- Foremen shall receive ten percent (10%) per hour worked above the residential journeyman base wage rate.
- Service technicians shall not be permitted to serve as a general foreman, foreman, or direct any journeyman or apprentice.
- General foreman, foreman and stewards who maintain current CPR/First Aid Certificate shall receive an additional fifty cents (\$.50) per hour over their base wage.

SECTION 10 – DISPATCHING PROCEDURE:

All employees performing work under the Service and Refrigeration Addendum shall be dispatched by SMART Local 88. Dispatching shall be conducted in accordance with the SMART Local 88 hiring policy and procedures.

SECTION 11 – Employer Apparel

In order to project a professional image, the Employer reserves the right to require Employees to wear employer-provided apparel. Additionally, it is always the employee's responsibility to present a clean and professional image while dealing with the general public and customers.

SECTION 12 – Service & Refrigeration Stand-by Pay

When an Employer and a service employee have agreed in writing that the employee shall be on "stand-by" or "on-call" status, the employee shall receive one (1) hour's pay per day, regardless of the number of hours worked. It is agreed that stand-by pay will be paid in the amount of base wage-only and not include any fringe benefits. However, if an employee fails to respond to a service call within a two (2) hour window, stand-by pay for that day is forfeited.

SECTION 13 – Tools

The Employee shall furnish the following tools:

1- SET NUT RUNNERS	1- SET ALLEN WRENCHES S & L
1- SET SCREW DRIVERS	1- 4, 6, 8, 10 Inch CRESENT WRENCHES
1- 12 "CHANNEL LOCKS	1- REFRIGERATION WRENCH
1- HAMMER	1- INSPECTION MIRROR
1- 25' TAPE MEASURE	1- SMALL & 1 LARGE TUBING CUTTER
1- POCKET THERMOMETER	1- FLASH LIGHT
1- TORPEDO LEVEL	1- HACKSAW FRAME
2- VICE GRIP PLIERS	1- PAIR AVIATION SNIPS R & L
1- SQUARE NOSE SIDE CUT PLIERS	1- TOOL BOX OR BELT OR BUCKET
1- WIRE STRIPPER	

The Employer shall provide all other tools, equipment, instruments and meters required to perform assigned duties.

Employees will not be permitted to use personal phones for company communications unless the employee is compensated the monthly cost of his or her cellular plan up to \$30 for talk/text or \$50 if cellular data use is required. The Employer shall have the right to limit the use of an Employer-provided phone strictly to work use.

IN WITNESS WHEREOF, the parties hereto have agreed this Service and Refrigeration Addendum shall become a part of the Standard Form of Union Agreement, Form A-08-11, to be executed by their duly authorized representatives as of this ____ day of _____ 20____.

LOCAL UNION 88 OF THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS

By: _____
Jeff Proffitt, Business Manager

Company: _____

By: _____

Print: _____

**Please contact SMART Local 88 for copies
and signature pages for the following Addendums:**

ARCHITECTURAL METALS ADDENDUM

FOOD SERVICE ADDENDUM

MANUFACTURING ADDENDUM

MASTER LABOR AGREEMENT

BETWEEN

NEVADA CONTRACTORS ASSOCIATION

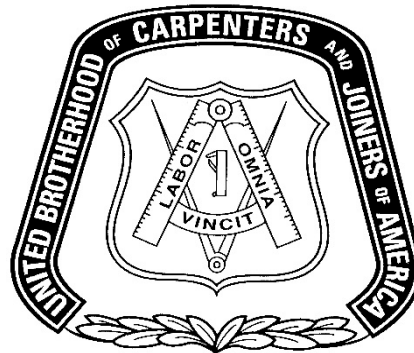
AND

**SOUTHWEST REGIONAL
COUNCIL OF CARPENTERS
AND AFFILIATED LOCAL UNIONS**

OF THE

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

**S O U T H E R N
N E V A D A**



CONSTRUCTION

JULY 1, 2018

THROUGH

JUNE 30, 2023

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THIS AGREEMENT is entered into this first day of July 2018, by and between the Nevada Contractors Association on behalf of its members (hereinafter referred to as "the Employer") and the Southwest Regional Council of Carpenters and Affiliated Local Unions, United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "the Union").

SECTION I - RECOGNITION

100. The Employer has satisfied itself that the Union represents a majority of Employees performing work covered by this Agreement and thereby recognizes the Union as the exclusive bargaining representative of all employees of the Employers hereinafter classified over whom the Union has jurisdiction.

101. The Union recognizes the Employer as the sole and exclusive bargaining representative for their respective members who have authorized the Employer to represent them. A list of such authorizations has been furnished to the Union and the Employer agrees to immediately notify the Union when any authorizations have been canceled or new authorizations have been executed.

102. The Agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the Agreement were entered in by each Member individually. The Employer shall be and continue to remain liable under this Agreement during the term irrespective of whether such members shall resign from the Association prior to the expiration date of this Agreement and such liability shall be deemed to have survived the termination of such membership and remain in force during the term of this Agreement.

103. The Employer, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and, having been presented with, or having been offered to be presented with, by the Union, proof that the union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grants recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this collective bargaining agreement, pursuant to Section 9(a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

104. Notwithstanding any provision of the Master Labor Agreement or this Agreement, the individual employer agrees that upon a showing by the Union or any of its affiliates a majority of the individual employer's shop employees, if any, have designated the Union and/or any of its affiliates as their representative for collective bargaining purposes, the individual employer shall recognize the Union and/or its affiliates as the collective bargaining representative of its shop employees and shall agree to negotiate all wages, hours, terms and conditions of employment appropriate for their shop. Proof of such majority representation shall be established by the submission of authorization cards to a neutral third person who shall compare the signatures with appropriate employer records. The individual employer shall fully cooperate in such review upon demand by the Union or any of its affiliates. This paragraph does not apply to Employers' storage warehouse or yards.

SECTION II – COVERAGE

200. This Agreement shall provide for the wages, fringe benefits, and conditions of employment for all employees of the Employer within the recognized jurisdiction of Locals 1607, 1977, and 2375 of the United Brotherhood of Carpenters and Joiners of America in the State of Nevada, and portions of Arizona and California. The recognized geographic jurisdiction of Locals 1977 covers Clark, Lincoln, Nye and Esmeralda Counties; Local 2375 covers Mineral County in addition to the aforementioned four county areas; and Local 1607's jurisdiction applies statewide. Local Unions 1607, 1977 and 2375 shall include Needles, California and Bullhead City, Kingman, Lake Havasu City and Parker in Arizona. (Detailed map provided upon request.) “By becoming signatory to this Agreement, the contractor agrees that when performing work in the State of Nevada and the 12 Southern California Counties, namely, Los Angeles, Orange, San Diego, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono, the contractor shall be bound by and shall perform all work under the terms and conditions contained in the applicable Carpenter Master Labor Agreement.”

201. This Agreement shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of equipment, and facilities, used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work.

202. Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

203. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances which are incidental thereto, or the installation, operation, maintenance and repair equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Section.

204. The Contractor shall construct all wood panel forms, and frame walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

205. Any wood panel forms that are constructed by the carpenters under the provisions of this Agreement may be reused on any jobsite by any Contractor.

206. Any modifications of wood panel forms shall be performed only under the provisions of this Agreement.

207. The provisions of this Agreement shall apply to all standard manufactured commercial brand forms for the placement of concrete where field assembly and disassembly is required. The installation, stripping, and disassembly of forms, which may be reused on any jobsite by any contractor and shoring, will be in accordance with the provisions of this Agreement.

208. This Agreement shall cover all work in connection with Hico and similar type beams including, but not limited to the unloading, carrying, spotting and stacking the initial delivery, the installation, and stripping and removing of Hico shores.

209. This Agreement shall cover all work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation, and removal.

210. This Agreement shall cover all work in connection with Beam Sides and Beam Soffits, including, but not limited to the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

211. This Agreement shall cover all concrete form work, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms and the operation of the fork lift, Leod, Pettibone or mobile equipment to perform all of the above work. This agreement also covers concrete floor polishing.

212. This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit Exterior Insulating Finish Systems, (EFIS) or any other system of panels that is attached to the interior or exterior of any building or structure; any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system; and any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work. This Agreement shall include theming work utilizing the materials mentioned above. This Agreement shall cover all types of exhibit work traditionally performed by carpenters.

213. The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication whether performed at the jobsite or a panelization compound of any and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or “pop-outs”, i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EFIS foam thicknesses and thereby comply with local codes for EFIS curtain walls.

214. Pre-fabrication of materials outside this agreement is permissible under the following situations:

214.1 Custom or specialty non-linear trims, such as ornate column bases, capitals, medallions, and so forth may be all or partially framed outside this agreement if the framing itself is required to affect the assembly of applicable profiled elements

thereon for the purpose of shipment to the jobsite; and also, where EPS (foam) profiles or elements are desirable to compete with more costly exterior elements such as GFRC and FRP.

214.2 Where contractors are bidding against non-union contractors who have access to pre-fabricated products and such products would make unionized contractors non-competitive and endanger their prospects of successfully competing for a job. In such cases, this waiver shall be processed by the Work Preservation Committee.

215. This Agreement shall cover all work in connection with tilt-up slabs, including but not limited to, benchmarks, lay out, setting of all forms, block outs, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused), rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also, to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the fork lift to perform all of the above work.

216. This Agreement shall cover all work in connection with the hoisting of materials, which are to be used by the carpenters including but not limited to the rigging, guiding, and handling.

217. This Agreement shall cover all work in connection with self-supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling. Building, erecting and dismantling of any and all motorized or mechanical mast climbing and swinging stage type scaffolds for multi-craft use. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the carpenters.

218. This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

219. This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best efforts to ensure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

220. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

221. The carpenters claim installation of metal studs, metal frames, including siding attached thereto, architectural metal and decorative metal panels, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

222. The carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines and all open cut and cover construction projects. The carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly, and installation and removal of timber decking.

223. Fences constructed of wood, insulation installation, drywall and lathing work is covered in this Agreement and is considered as bargaining unit work, performed under all the terms and conditions of this Agreement.

224. Drywall work, as defined in the Nevada Drywall Master Agreement, and which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the Nevada Drywall Master Agreement between the Southwest Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association or the Painting and Decorating Contractors of America. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agreement. As of July 1, 2007, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement and, additionally, to any other Drywall Trust Funds that may be negotiated.

225. All drywall work including, but not limited to: The installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceilings materials regardless of method or manner of installation.

226. All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout

work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

227. No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed, or intended.

228. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Section. This agreement also covers the installation of decorative metal and any type of metal panel.

229. The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

230. All carrying bars, purlins and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

231. The nailing, tying, cutting, welding, and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

232. The placing, handling, moving and erection of all materials, which fall within the description of work, set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds or other patented scaffolding.

233. The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, hand rail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations. In addition to wood flooring, this Agreement shall also cover all types of floor covering.

234. The character of such work covered by this Agreement shall be all carpenter work on such construction within the recognized jurisdiction of the United Brotherhood of Carpenters and Joiners of America, including but not limited to plastics and such work in connection with new methods of construction or use of materials innovated during the term of the Agreement. The Union may request a work assignment in writing if it feels there is some danger of a jurisdictional dispute. When requested, an Employer will furnish the Union signed letters on the letterhead of the individual Employer, stating they have employed carpenters on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual Employer has performed with carpenters.

235. This Agreement shall apply to all work performed in the Employer's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project, covered by the terms of this Agreement, and all of the production or fabrication of materials by the Employer for use on the projects will be subject to the terms and conditions of this Agreement.

236. During the term hereof, there shall be no strikes, slowdowns, or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union.

237. The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this Agreement, the representatives of the Union involved will meet with the representatives of the Contractors to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractors shall be put into effect immediately.

238. Jurisdictional disputes, which cannot be resolved at the local levels, shall then be referred to the International Unions involved for determination, and the work shall proceed as assigned by the Contractor until such determination by the International Union has been confirmed to the disputing Unions and the Contractors. The intent of this Section is to clarify that jurisdictional issues are not a contractual liability.

239. This Agreement shall apply to the Employer or his subcontractor on any job site operation, under any change of name or association or corporate name or joint venture, and shall be binding upon any person who may have been a principal financially associated with the Employer or subcontractor.

240. COLORADO RIVER REGION, MILLWRIGHTS, PILEDRIVER, LIGHT COMMERCIAL, RESIDENTIAL CONSTRUCTION: The parties hereto have agreed to special working rules for Colorado River Region, millwrights, piledriver, residential and light commercial construction, scaffolding, heavy highway which are contained in the Appendixes "B", "C", "D", "E", "H", "I" and "J".

SECTION III - SUBCONTRACTING

300. If an Employer shall subcontract work as herein defined, provisions shall be made in such subcontract for the observance by said subcontractor of the terms of this Agreement.

JOB REGISTRATION

301. Each Employer and each subcontractor shall notify the Union and the Trust Fund office listed in this Agreement (“Funds”) in writing, on a uniform Job Registration Form available from the Union or the Funds, of the location of each job on which the Employer will be performing work covered by this Agreement and all necessary information required by such form. Each Employer shall provide such information for work it does not subcontract but performs itself. This form is requested but not required of Subcontractors whose project has a dollar value less than \$100,000.00 or Employers whose project has a dollar value less than \$500,000.00. Such form shall be completed and filed with the Union and with the Trust Fund office at least 48 hours prior to the commencement of work. If factors beyond the control of the Employer or subcontractor prevent timely filing of the Job Registration Form, the Employer or subcontractor within forty-eight (48) hours prior to commencement of work, shall so notify the Union and the Funds by e-mail or fax, identify the project, and file the completed Job Registration Form with the Union and the Trust Fund office within forty-eight (48) hours thereafter.

302. In the event an employer takes over the performance of any work covered by the terms of this Agreement for another Employer or subcontractor, the successor Employer or subcontractor shall notify the Funds and the Union in writing of its intent to undertake performance of the work. Such notice shall be given as much time prior to commencing work as possible.

303. To the extent required by state law, the Employer shall be financially responsible for all wages and fringe benefit payments owed to any workmen or any funds established by this Agreement by the Employer’s Subcontractor, or the Subcontractor of a Subcontractor, to any workmen or any Fund contributions required in this Agreement for work performed on the Employer’s job or project, provided there has been an appropriate demand made in writing to recover said wages and fringe benefits. If the Employer has included the delinquent Subcontractor on a duly filed Job Registration Form, a copy of such demand will be furnished to the Employer. If the state law is amended to relieve the Employer of such responsibility, then this Section shall continue to be applicable on the Employer’s responsibility to the extent of any monies remaining due from the Employer to the Subcontractor who is liable for wages or fringe benefit contributions.

304. Prior to implementation of this paragraph, the Union or Trust Fund will make a good faith effort to promptly notify the Employer of any and all delinquencies of the Subcontractor and make a good faith effort to exhaust execution of the Subcontractor’s bond or bonds.

305. The terms and conditions of this Agreement insofar as it affects the individual Employer shall apply to any subcontractor under the control of or working under contract with the individual Employer upon work covered by this Agreement, and said subcontractor with respect to such work shall be considered as the individual Employer. Any subcontractor performing work under the jurisdiction of this Agreement must furnish all materials and equipment for the fabrication and/or installation thereof (except carpenter hand tools) and must compensate carpenters at the wage rates, fringe benefits and working conditions as specified in this Agreement.

306. For purposes of this Agreement, a subcontractor is any person (other than an employee covered by this Agreement), firm, corporation, partnership, limited liability company, or other entity

that holds a valid State Contractor's License, wherever required by law, and who agrees under contract in writing with the Employer or in writing with his subcontractors to perform any work covered by this Agreement and who employs workmen as employees to perform services under this Agreement, who agrees in writing to perform for or on behalf of an Employer or other subcontractor any part or portion of the work covered by this Agreement.

307. The Employer and his subcontractors shall refrain from the use of materials, which will tend to cause discord or disturbance on the job site.

308. The terms and conditions set forth in this Section III apply to bargaining unit work only. The Union may withhold or withdraw workers from the Employer or subcontractor for failure to comply with this Section III (301.); only after first (1st) notifying the employer or subcontractor in writing 48 hours before withdrawing workers from the employer or subcontractor.

309. The parties recognize and acknowledge the importance of prompt remedial action to collect delinquent fringe benefit contributions from Employers of Subcontractors who are habitually delinquent in their payments to the Funds and will use their good faith efforts to encourage such action. The parties also recognize the responsibility to file appropriate documents in connection with bankruptcy of any Employer or Subcontractor as part of a prudent effort to collect unpaid wages or fringe benefit contributions.

SECTION IV – APPLICABILITY

400. The parties agree that in the event the Union party hereto shall negotiate different terms and conditions of employment for employees performing job site construction industry work in classifications similar to those set forth in this Agreement in the work and territorial jurisdiction of the Union signatory hereto, no Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in such other construction industry agreements concerning jobsite work within the territorial jurisdiction of this Agreement. This provision shall not be applicable to a maintenance or special project agreement that may be negotiated by the Union with an employer not signatory or bound to this Master Labor Agreement.

SECTION V - WAGE SCALES

500. No employee receiving total compensation (i.e., wages and payments to trust funds for vacation, health and welfare, pensions and subsistence) under an existing agreement between an individual Union and any Employer shall suffer any reduction in such compensation by reason of the execution of this Agreement.

501. WAGE & FRINGE BENEFIT INCREASES**Effective July 1, 2018 \$2.15**

(Reflected in rates in this Agreement)

\$0.63	Wages
\$1.05	Vacation
\$0.07	Supplemental Dues (Per Union By-Laws)
\$0.40	Health & Welfare

Effective July 1, 2019 \$2.20 To be allocated**Effective July 1, 2020 \$2.25 To be allocated****Effective July 1, 2021 \$2.25 To be allocated****Effective July 1, 2022 \$2.40 To be allocated**

* Projected fringe benefit increases subject to annual determination by Trustees in consultation with Association.

502. WAGE RATES - Effective July 1, 2018

502.1 ZONE #1: Work performed within forty (40) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

Journeyman Carpenter	\$ 38.96
Carpenter Welder	+\$1.00

502.2 ZONE #2: Work performed outside of the Las Vegas Area Free Zone between forty (40) sixty (60) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

Journeyman Carpenter	+\$2.50
Carpenter Welder	+\$1.00

502.3 ZONE #3: Work performed outside of the Las Vegas Area Free Zone over sixty (60) road miles from Maryland Parkway and Charleston, except for Laughlin, Nevada, shall be compensated at the, following rates:

Journeyman Carpenter	+\$4.25
Carpenter Welder	+\$1.00

503. COLORADO RIVER REGION: Work shall be compensated at the following rates:

Journeyman Carpenter	+\$2.00
Carpenter Welder	+\$1.00

504. Road miles are the most direct route by public road. When a job site is located in more than one (1) zone, all hours worked on that site shall be paid in accordance with the zone rate of the zone in which the preponderance of work is performed.

505. FRINGE BENEFIT RATES

Effective	<u>July 1, 2018</u>
Health & Welfare	\$7.50
Pension A (\$4.91)/Pension B Annuity (\$3.33)	\$8.24
Vacation (\$4.25)/Supplemental Dues (\$1.29) *	\$5.54
Apprenticeship	\$0.42
Carpenters/Contractor Cooperation Cmte	\$0.21
Grievance Arbitration/Administration	\$0.15
Carpenters International Training Fund	\$0.10
TOTAL	\$22.16

***The Vacation/Supplemental Dues will be added to the Base Wage, taxed and then deducted from the total taxable wage and sent to the Carpenters Southwest Trust along with the other benefits due. This is an after-tax deduction.**

506. Millwrights shall receive one dollar (\$1.00) per hour over the journeyman carpenter Wage/Fringe package rate (see Appendix "C" entitled SPECIAL WORKING RULES FOR MILLWRIGHTS).

507. WELDING: The classifications of Carpenter-Welder and Millwright-Welder shall receive \$1.00 per hour over their respective Journeyman's rate. A carpenter-welder shall be defined as a workman who holds a valid AWS D1.1 (Heavy Plate) or D1.3 (Light Gauge) certification or other welding certification relevant to the scope of the job, and who has been dispatched as a certified welder or has been assigned by the Employer to weld on work on which his or her certification is required. This includes welding in panel yards or offsite for a project covered by this Agreement on work like precast and theming. For carpenter-welder classification, this does not include miscellaneous or incidental welding of short duration or time accumulated of less than three (3) hours a day.

508. A millwright-welder shall be defined as a workman who performs work described as fusion, welding, brazing, soldering, burning, and cutting of all materials. All millwright-welders shall receive the premium for the entire shift in which he performs work defined as a welding operation.

509. Any carpenter who uses a hand held or tractor mounted oxyfuel torch, plasma arc torch or any other thermal cutting device for the purpose of cutting, burning, shaping, or fabricating of any material, for four (4) hours or more in a single shift, shall also qualify for the eight (8) hours of welder's premium.

510. Any apprentice who meets the above descriptions shall receive the premium for welder.

511. In the event that the scope of work demands certification beyond or other than AWS D1.1 or D1.3, it is agreed that the employer shall bear the expense of such certification.

512. It is also agreed that the employer will provide, for each employee who meets the definition of carpenter or millwright-welder, all gloves, welding hoods with proper filter lenses as per the standards of ANSI Z49.1 Sec. E4.2.1.1, replacement cover lenses, leathers or sleeves, wire brushes, chipping hammers, soap stone and other necessary equipment required to safely and properly perform the work of a welder. Also, the employer shall replace these items in the event they become unusable due to wear or damage associated with welding operations.

513. Each employer shall provide a letter on company letterhead, to each welder employed if the employee requests the welding qualifications letter in writing. This letter shall include employees name, Social Security number, and verification that the welder performed work under the scope of his individual certification. The contractor, if requested in writing, shall provide an employee a copy of his welding records including a copy of his certification, procedures used and letter of welding qualification. Each employer shall recognize the letters of other signatory employers as verification of work performed under the standards of AWS D1.1 Sec. 4.1.3.1 and D1.3 Sec 4.9. These letters must be issued not later than the 15th of the month following the end of each six-month period or upon separation from the employer due to the completion of the project. If a welder is terminated or leaves the employer prior to the end of the project then such letter and information shall be produced within two weeks or ten working days of receipt of the written request for the information.

514. FOREMAN: The hourly wage scale for carpenter foreman shall be **ten percent (10%)** above the journeyman carpenter wage rate. The hourly wage scale for carpenter general foreman shall be **ten percent (10%)** above the carpenter foreman wage rate.

515. When an employee works in more than one classification for any portion of a day, he shall receive the rate of the highest classification for all work performed for that entire day.

516. All other classifications under the jurisdiction of the Union not designated herein shall receive not less than journeyman carpenter's scale as specified above, except apprentices and their classification herein described. The parties hereto may establish wage rates different than the apprenticeship wage rates for employees under a manpower development-training program. Some consideration will be given to providing summer employment for undergraduate engineering students.

517. Indentured carpenter apprentices shall receive the following wages based on the following percentage of journeymen's base rates of pay and fringe benefit contributions per the schedule listed below:

APPRENTICE SCHEDULE

Schedule of Periods	Minimum Hours	Percentage	Wage	Benefit Schedule
1st Period	1000	50%	\$19.48	1
2nd Period	600	55%	\$21.43	2
3rd Period	600	60%	\$23.38	3
4th Period	600	65%	\$25.32	3
5th Period	600	70%	\$27.27	3
6th Period	600	75%	\$29.22	3
7th Period	600	80%	\$31.17	4
8th Period	600	90%	\$35.06	4
Journeyman		100%	\$38.96	4

518. SCHEDULE OF FRINGE BENEFITS FOR APPRENTICES:

- 518.1** **1st Period (Benefit Schedule 1) – Health & Welfare (See Wage Sheet)**, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, International Training Fund,
- 518.2** **2nd Period (Benefit Schedule 2) – Health & Welfare (See Wage Sheet)**, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, International Training Fund, Vacation,
- 518.3** **3rd, 4th, 5th, and 6th Period (Benefit Schedule 3) - Health & Welfare (See Wage Sheet)**, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, International Training Fund, Vacation, **Pension A Contribution (See Wage Sheet)**, Carpenters-Contractors Cooperation Committee, Drywall/Lathing Labor Management Contract Administration
- 518.4** **7th, and 8th Period (Benefit Schedule 4) – All current fringes (Includes Annuity - See Wage Sheet)**

519. CARPENTER PRE-APPRENTICE

- 519.1** As a prelude to apprenticeship there is established a classification of Pre-Apprentice.
- 519.2** The classification of Pre-Apprentice, the recruiting, hiring and dispatch shall be the responsibility of the Union.
- 519.3** The Employer may employ one (1) Pre-Apprentice for every two (2) Apprentices dispatched under this agreement on a job-by-job basis. If an Apprentice is not available when requested, a Pre-Apprentice may be used instead.
- 519.4** Pre-Apprentices shall, upon accumulation of 300 hours of on the job training become eligible for entry into the Apprenticeship program.
- 519.5** It is understood, should an Employer participate in the hiring of Pre-Apprentices that all hours earned in excess of 300 hours will be at the schedule (1) apprentice rate of pay.
- 519.6** Pre-Apprentices shall work under the supervision of the Carpenter Foreman and the work they perform will be incidental to work normally performed by Journeyman Carpenters and/or Apprentices. Pre-Apprentices will not be required to use power equipment.
- 519.7** Pre-Apprentices shall receive the following wages based on the Journeyman rate of pay:

45% of Journeyman rate
 \$0.15 Grievance and Arbitration Administrative Trust Fund
 \$0.84 Supplemental Dues
 \$0.42 Apprenticeship Fund

520. PUBLIC WORKS: In the event, an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates and fringe benefits shall apply to that project for the first twenty-four (24) months of the project. This period shall commence from the date of notice to proceed. If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee. On public works, the one dollar and fifty cents, (\$1.50), on Annuity for Sundays and holidays shall not apply. If the Federal Davis Bacon Act or State Prevailing Wage Law is repealed or amended, the contract may be reopened for affected sections. When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight-time rate of pay. This section will only be applicable if all craft employees are on a straight-time makeup day.

521. It is mandatory that the obligation of each employer to complete the State and Federal Prevailing Wage Survey or the Form or to allow the Union to perform it for them.

522. SPECIAL SINGLE SHIFTS ON PUBLIC WORKS PROJECTS: When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona-fide job requirement that work can only be performed outside the regular day shift due to safety conditions, or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. Otherwise, all time worked or hours paid for Saturdays, Sundays, and holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate. It is agreed, however, that in the operation of this shift, no employee will lose a shift's work.

523. WORK PRESERVATION COMMITTEE: The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Contractors. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

SECTION VI- PLANS & FUNDS

600. The Contractors signatory to this Agreement agree to comply with all the terms set forth in the Agreements establishing: (1) the Southwest Carpenters Pension Trust, dated September 14, 1959; (2) the Southern Nevada Carpenters Annuity Fund dated July 1, 1989; (3) the Southwest Carpenters Health & Welfare Trust, dated February 8, 1955; (4) the Southwest Carpenters Training Fund, dated May 1, 1960; (5) the Southwest Carpenters Vacation Trust, dated April 1, 1962; (6) Carpenters-Contractors Cooperation Committee, and (7) the Contractors Grievance and Arbitration Trust (hereafter collectively referred to as the “Carpenters Trust Funds”) and any amendments, modifications, extensions and renewals of such Trust Agreements. Such Trust Agreements are incorporated herein by reference and made a part of this Agreement.

601. The Contractor agrees to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in this Agreement (see Section V - Wage Scales) and the Trust Agreements and further agrees to be bound by the Trust Agreements, and Rules and Procedures adopted by the Trustees, and all amendments, and modifications thereto and further agrees that it does irrevocably designate and appoint the Employers mentioned in the Trust Agreements along with representatives designated by the United General Contractors, Inc., as its attorney-in-fact, for the selection or removal of Trustees as provided by or pursuant to the Trust Agreements.

602. Included in the contributions called for herein, the parties agree that each signatory employer will make a contribution to the Carpenters’ International Training Fund (hereafter “International Fund”) in such amounts as allocated by the Union. Payment to the International Fund shall be made to such collection agent as is designated by the Union on or before the 20th day of the month following the month of work performed. Currently ten cents (\$0.10) per hour is contributed to the International Training Fund. This contribution may be collected with the existing contribution to one of the existing Carpenters Trust Funds or other Carpenter funds, upon approval of the Trustees of those Funds, and as allocated by the Union. The Employer agrees to be bound to the Agreements and Declarations of Trust for the International Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request, the employer may receive the latest annual report prepared for the Funds.

603. Each individual Employer covered by this Agreement will contribute the sum of three dollars and thirty-three cents (\$3.33) for each hour compensated to carpenters employed by such individual Employer under this Agreement to the Southern Nevada Carpenters Annuity Fund. This amount is reflected in the Pension contribution set forth in Section V. When work on Sundays and Holidays is done, there will be a one dollar and fifty cents (\$1.50) premium paid for each hour of compensation under this Agreement.

604. SUPPLEMENTAL DUES

604.1 Subject to the following conditions, the Contractor agrees that he will remit to the Southwest Carpenters Vacation Trust on a monthly basis for every hour worked or paid for by employees covered by this Agreement the amount designated herein (See Section 5 Wage Scales) as vacation pay. If his employees sign a written authorization to do so, the Administrator of the Vacation Trust will deduct from that

amount the sum of one dollar and twenty-nine cents (\$1.29) per hour or the amount of Supplemental Dues that are lawfully required by the Union. In implementing the foregoing, the Carpenters Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating, and distributing the dues monies.

604.2 Said Supplemental Dues will be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation Trust. All sums deducted by the Employers pursuant to the provision of this Article will, from the instant of their deduction, be considered dues if proper authorization will have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article will, from the instance of their transmittal, be considered vacation contributions if no such proper authorization will have been furnished, and will be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank will separate the funds transmitted into dues and vacation contributions, respectively, based on whether or not a proper dues deduction authorization will have been filed. The bank will then deposit such sums in the account of either the Agent or the Vacation Trust. The Union will bear the responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration, and remittance to the Union of the Supplemental Dues payment will be borne by the Union. This provision will not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above will be irrevocable for a period of one (1) year from the date of the execution and will renew automatically from year to year, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, will have revoked such authorization.

604.3 The amount payable to the Vacation Fund on overtime work shall be paid in an amount reflecting the overtime premium payment.

605. CONTRIBUTIONS ON BEHALF OF SUPERINTENDENTS: The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Carpenters Health and Welfare Trust and Southwest Carpenters Pension Trust, on the basis of one hundred seventy-three (173) hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity. The Employer agrees to abide by the rules adopted by the Trustees of the Pension and Health and Welfare Trusts governing contributions on behalf of superintendents.

606. APPRENTICESHIP: The Employer and the Union agree to establish and operate a Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee for carpenters. The Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee is to provide direction of the on-the-job and related class training of all apprentices in the trade.

607. To meet the cost of operation and administration of the joint apprenticeship program, each individual Employer covered by this Agreement will contribute the sum of forty-two cents (\$0.42) cents per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement. Such contributions shall be made to the Southwest Carpenters Training Fund. The employment of apprentices shall be governed under conditions established in accordance with this paragraph (606, 607, 608, 609) and under the rules and regulations of the Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee.

608. The Members of the Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee shall have the authority to establish new training programs to provide journeyman carpenters with training regarding upgrading such carpenters on technology, materials and new methods of work that are related to the carpenters and millwright trades. Such programs shall be established within existing contributions and available funds.

609. A Contractor may hire one (1) apprentice for every two (2) journeyman and may increase to two (2) apprentices for every-one (1) journeyman on insulation work. The Contractor must hire one (1) apprentice for every ten (10) journeyman and one (1) apprentice for every five (5) journeyman thereafter.

610. GRIEVANCE AND ARBITRATION/ADMINISTRATION TRUST FUND: There is hereby established a Southern Nevada Grievance and Arbitration/Administration Trust Fund. The purposes of the Trust are to establish and administer procedures to process grievances and to provide third party independent arbitration on disputes concerning the interpretation or application of this Agreement that may occur between the employer or individual employer and the Union. Additionally, the purposes will include establishing, implementing and administering uniform labor relations policies and assisting in the negotiations of any modification, amendment, change, extension or renewal of this Agreement or any subsequent agreement on behalf of signatory members of the Association and those individual Employers who, under a collective bargaining agreement with the Union, are so obligated to contribute. Each individual employer agrees to contribute the sum of fifteen cents (\$0.15) per hour for each hour compensated to carpenters employed by such individual employer under this Agreement, to the Grievance and Arbitration/Administration Trust Fund.

611. The Trustees of the Southern Nevada Grievance and Arbitration/Administration Trust Fund shall be appointed by the Nevada Contractors Association. All monies collected on behalf of contractors who are signatory through a proxy with the Nevada Contractors Association will be forwarded to the Nevada Contractors Association on a monthly basis by the Grievance and Arbitration/Administration Trust Fund. Also, it is agreed the Nevada Contractors Association will continue to represent all members of the Association in matters of labor relations, including grievance and arbitration representation.

612. CARPENTERS-CONTRACTORS COOPERATION COMMITTEE: The parties to this Agreement have established the Carpenters-Contractors Cooperation Committee for the purposes of protecting, improving, and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Carpenters construction industry. Each signatory member of the Association and those individual Employers who are obligated to contribute under a collective bargaining agreement with the Union shall contribute, during the term of this Agreement, the sum designated in Section V to the Carpenters-Contractors Cooperation Committee. The Committee is a jointly established and administered Committee formed and created for the above stated purposes and the individual Employer hereby adopts and agree to be bound by the terms of Bylaws establishing the Carpenters-Contractors Cooperation Committee dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Directors of said Committee.

613. All payments required to be made by each Employer to the Southwest Carpenters Vacation Trust, the Southwest Carpenters Health and Welfare Trust, Southern Nevada Contractors Grievance and Arbitration Administration Trust, Carpenters Contractors Cooperation Committee, the Carpenters International Training Fund, the Southwest Carpenters Pension Trust, Southern Nevada Annuity Trust, the Southwest Carpenters Training Fund when applicable, under this Section shall be due and payable to the appropriate trust fund no later than the tenth (10th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered in violation of the Agreement and a delinquent Employer. The grievance and arbitration procedure contained in Section XV shall not apply to any cases involving the failure of a contractor to pay fringe benefits as required herein. The Union shall take appropriate action against the Employer or Subcontractor who is delinquent in the payment of fringe benefit contributions under this Agreement, up to and including the withholding of manpower.

614. A list of Subcontractors or others who are delinquent in payment of fringe benefit contributions under this Agreement will be provided monthly to Employers and Employer Associations representing Employers, as close as reasonably possibly to the first of the next month succeeding the due date of reports referenced above.

615. The Union may, upon ninety (90) days written advance notice at any time during the term of this Agreement, allocate any portion of the then-existing journeyman wage rate to the Southwest Carpenters Vacation Trust, Southwest Carpenters Training Fund, Carpenters International Training Fund, Southern Nevada Annuity Trust, Southwest Carpenters Pension Trust, and/or Southwest Carpenters Health and Welfare Trust.

616. TRUST FUND DELINQUENCIES:

616.1 Throughout the effective term of this agreement, the Employer and the Union agree to be bound by and to fully comply with all terms and provisions of the Trust Agreements referred to herein and to comply fully with all, regulations and eligibility standards adopted by each of said Boards of Trustees, together with any and all further amendments, changes and additions to said Trust Agreements and/or to said rules, regulations and eligibility standards which at any time may be adopted.

616.2 In the event of non-payment or delinquent payment of contributions, the Employer shall pay to each of said Trust Funds liquidated damages, interest, audit fees, court costs and reasonable attorney fees for the expense of collection.

616.3 If any of said Boards of Trustees, acting directly or through its authorized representatives, makes a determination that the Employer is delinquent in furnishing timely reports in proper form, making timely payment of contributions or in failing to comply fully with any of the provisions of the applicable Agreement and Declaration of Trust or with any rules, regulations or collection procedures of such Trust Fund, then, in addition to the foregoing provisions of this Article, the Union may refuse to furnish any employees to such delinquent Employer and/or may direct employees currently employed by such delinquent Employer to cease working and/or impose economic or other legal sanctions against such delinquent Employer. Any such action by the Union shall not be in violation of the Strike, Prohibition provisions set forth in this Agreement. Prior to removal of employees, the Union will give the Employer twenty-four (24) hours' notice.

SECTION VII - HIRING PROVISIONS

700. The hiring provisions shall be as set forth in Appendix "A"

SECTION VIII - ZONE PAY

800. ZONE 1: The Free Zone around Las Vegas shall be within forty (40) road miles from the intersection of Charleston Boulevard and Maryland Parkway.

801. ZONE 2: Work performed outside of the Las Vegas Area Free Zone between forty (40) to sixty (60) road miles from Maryland Parkway and Charleston shall be compensated at rate set forth in Section V of this Agreement.

802. ZONE 3: Work performed outside of the Las Vegas Area Free Zone of over sixty (60) road miles shall be compensated at the rate set forth in Section V.

803. For millwrights the following zones apply with respect to the Reno area:

803.1 ZONE 1: The Free Zone around Reno shall be within a fifteen (15) mile radius from the County Courthouse located in Reno, Nevada.

803.2 ZONE 2: Work performed outside the Reno Free Zone at fifteen (15) to thirty-five (35) road miles shall be compensated at the rate set forth in Appendix "C" of the Agreement.

803.3 ZONE 3: Work performed outside of the Reno Area Free Zone at a radius of over thirty-five (35) road miles shall be compensated at the rate set forth in Appendix "C" of this Agreement. *Road miles are the most direct route by public road.

804. When the Contractor furnishes transportation to workmen to and from the jobsite on the Contractor's time, no travel and subsistence or zone pay shall be paid.

805. Workmen performing work outside Zone 1 shall receive the appropriate rate for not less than eight (8) hours per day.

806. No premium shall be paid regarding travel, subsistence or zone pay if a workman has been a bona fide resident for a period of six (6) months prior to employment and is employed in one of the areas described below:

PAHRUMP	MESQUITE
CALIENTE	ALAMO
PIOCHE	BEATTY
OVERTON	INDIAN SPRINGS
LOGANDALE	LATHROP WELLS
LAUGHLIN/BULLHEAD CITY	TONOPAH

807. The starting point for zone pay as described above shall be computed beyond twenty (20) miles from the post office in each community, and any workman qualified under the above residence requirements shall have the first preference regarding employment in any of the above-described areas. Regardless of the residence of the workman, in the event the jobsite is located in any area other than the above-described areas, then each provision of this section on zone pay shall apply.

Note: The paragraphs 806 and 807 do not apply with respect to Millwrights.

SECTION IX - HOURS OF WORK

900. Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 2:00 a.m. and 5:00 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time or deviation of the scheduled meal time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward or Union Representative, provided that no work is started prior to 2:00 a.m. without agreement of the Union before starting at such an earlier starting time or meal period, the Employer shall give written notification of the deviation in starting time or meal period to the Union not less than twenty-four (24) hours prior to the starting time of the deviation, and such notice shall contain the following information:

1. Address of job.
2. Starting deviation hour or meal period and breaks.
3. Starting date for deviation.
4. Reason for deviation.
5. Approximate ending date of deviation.

901. Shift starting time on high-rise project above six stories shall commence at ground level elevator entrance.

902. Overtime rates shall not be paid for work performed before 2:00 A.M. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 2:00 AM at the rate of time and one-half (1½X) Monday through Saturday, or double time (2X), if occurring on a Sunday or holiday.

903. The regular workweek shall consist of five (5) days, Monday through Friday.

904. OVERTIME RATES: First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Vacation Savings are part of the total taxable rate and therefore are multiplier of overtime, either at time and one-half (1½X) or double-time (2X).

905. Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity. Employees must be given an eight (8) hour break between the termination of any work and the commencement of another straight time shift, except in cases of emergency.

906. When a workman is required to work more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a hot lunch no more than five (5) hours after the last lunch period, and the workman shall have sufficient time to eat the lunch without loss of time. The employer has the option to pay one-half (½) hour applicable overtime rate in lieu of meal.

907. When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operation, provided, however, that at least one worker continues working into the next shift to confer with the next shift. All employees on multiple or single shifts commencing work prior to the established starting time shall be paid the applicable overtime rate. When a special shift is established in accordance with Paragraph 911, Special Shifts; it is understood that a single and a multiple shift may work concurrently on a project.

907.1 When an employee works thirteen (13) days straight, without a full day off, the employee may at his or her discretion, refuse to work the fourteenth (14th) straight day and instead request a full day off. If so requested, the employee will notify the supervisor and the Union will notify the employer, in writing, of the requested day off. If the employer refuses the request, the employee will be paid double-time until the employee receives a day off.

908. SHIFT WORK: When more than one shift is worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The second shift shall work seven and one half (7½) consecutive hours,

exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for after the above-specified work shifts in any one day or on a Saturday, Sunday or holiday shall be paid for at the applicable overtime rate. There shall be an eight (8) hour break between shifts. If the employee returns to work with less than an eight (8) hour break, the applicable overtime rate applies.

909. Any time worked from Friday midnight to Sunday midnight, or on a holiday or in excess of the regular shift hours or hours paid for, shall be paid at the overtime rate, except as provided in this Section. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above shift arrangements.

910. MULTIPLE SHIFTS:

910.1 On a three (3)-shift operation commencing on Monday at the established starting time for the day shift then in effect, the 15th or Friday graveyard shift ending on or before 8:00 a.m. Saturday morning will be considered Friday work.

910.2 The Saturday graveyard shift ending on or before 8:00 a.m. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 a.m. Monday morning will be considered Sunday work.

910.3 Work performed at times considered Saturday and Sunday under multiple shift arrangements shall be paid for at the appropriate straight-time hourly rate.

911. SPECIAL SHIFTS: If maintenance or remodeling or new construction work cannot be performed on a regular shift because of the fact that establishments cannot suspend operations during the day, a special single or second shift may be employed starting at a time coinciding with required operations of the establishment, Monday through Friday. The employees on these shifts will work eight (8) consecutive hours, exclusive of a meal period, for which they shall receive eight (8) hours pay at the straight time rate. Four (4) ten (10) hour days may be utilized Monday through Friday at straight time rate. Notification to the Union is required before commencement of work in this paragraph. Once a shift is established, it shall remain in effect unless modified by mutual agreement between the Union and Contractor. A four (4) x ten (10) shift may not be changed to avoid a holiday. Any work performed outside the established four (4) ten (10) shift will be paid at the applicable overtime rate.

SECTION X – HOLIDAYS

1000. The following days are recognized as holidays: New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day. Note: with respect to millwrights, Admission Day is a recognized holiday in lieu of Veteran's Day for all Nevada Counties except for Clark, Lincoln, Nye, and Esmeralda. If any of the above holidays should fall on a Sunday, the Monday following shall be considered a recognized holiday. Work on such days shall be paid for at the applicable overtime rate (2X). No work shall be performed on Labor Day, unless the Union is notified five (5) days prior to Labor Day and it shall be voluntary. The five (5) day notice will be waived to preserve life and

property. If it becomes necessary to work on Labor Day, it will be three times (3X) the regular wages.

1001. When it is necessary for an Employer to have work performed on Saturdays, Sundays or holidays, then it shall be the responsibility of the Employer to notify the Union.

SECTION XI - SHOWUP TIME

1100. Other than on the first day of dispatch, in which case two (2) hours shall apply, men who report for work, for whom no work is provided, shall be entitled to two (2) hours, pay at the regular hourly rate for so reporting unless he has been notified before his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four hours are worked in any one day he shall receive not less than the hours worked for that day, unless prevented from working for reasons beyond the control of the Employer, including but not limited to such factors as inclement weather or breakdown causing discontinuance of a major unit of the project, during which time employees are not required or requested to remain on the project by the Employer or his agent.

1101. No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Union, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this Section shall also be applicable to the requirements of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement. The employee will furnish the Employer with his current address and telephone number at the time of employment.

1102. Carpenters discharged on the first day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

1103. DISCHARGED EMPLOYEE: Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular workday to assemble their tools in addition to the normal pickup time prevailing on the job.

1104. After the third (3rd) day of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to the grievance and arbitration provision of this Agreement. The individual Employer during the first three (3) days of employment may reject or discharge any employee for any reason. Discharge for cause shall be in writing to the employee.

SECTION XII - PRE-JOB CONFERENCE

1200. Pre-job conferences on all projects covered under the terms of this Agreement shall be held as follows:

1200.1 The individual Employer shall at his option or at the option of the Union or Regional Council, call for a pre-job conference. If the Union or Regional Council desires, it

shall be entitled to a pre-job conference solely with the individual Employer. The individual Employer may include his subcontractors at such conference.

1200.2 The individual Employer shall advise the Union or Regional Council, in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or, contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.

SECTION XIII - PAYMENT OF WAGES

1300. All wages must be paid on the jobsite weekly on Fridays by check or non-negotiable paystub, if employee elects direct deposit or pay card, no later than one-half (1/2) hour before quitting time. The Employer may not hold back more than seven (7) calendar days pay. When an employee is laid off or discharged, the employee must be paid in full at the time of such layoff or discharge. All employees must be paid wages due to them on Fridays or at the time of the layoff or discharge, and if not, then pay shall accumulate for all time that such employee is not paid on the basis of eight (8) hours per day on a seven-day basis until payment is made.

1301. When employees are paid by check on other than a local bank, the Employer shall make arrangements for a local bank to honor his checks. The Employer will not require a lien waiver as a condition precedent to the receipt of a payroll check. All wages must be paid by paycheck direct deposit, or pay card. If the employee opts out of direct deposit or pay card, then the Employer will make payments with a paycheck that complies with NRS 608.120. If an Employer offers pay options such as direct deposit, pay card, etc., the employer will continue to provide the pay advice to employees either on paper or online at the same time that standard paychecks are typically issued. The individual Employer shall show on the paycheck stubs the individual Employer's name, business address, payroll ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period.

1302. Whenever an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of such resignation or quitting shall be paid within forty-eight (48) hours after a demand from the Union therefore. The Employer may not in any case, however, withhold the employee's final check for a period longer than five (5) days unless the delay is caused by circumstances beyond the control of the Employer.

1303. If the Employer lays off men prior to payday, they must pay the men in full at the time of termination of employment. Any employee discharged prior to the end of the shift shall receive pay until the regular quitting time of the shift. All employees, upon termination, shall be allowed sufficient time to assemble their tools before leaving the job.

1304. The Employer agrees to furnish such payroll information as may be necessary as requested by the Union in order to determine whether there has been any violation of the wage, fringe benefits, or other conditions of employment of the Agreement.

SECTION XIV- UNION REPRESENTATIVE

1400. A Union Representative, full-time, credentialed by the Regional Council, or steward shall have access to the job during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with. He shall make every reasonable effort to advise the individual Employer or his representatives of his presence on the job and shall not stop or interfere with the work of any workman without the permission of the individual Employer or his representative unless the Union Representative determines that there has been a violation of the Agreement by the Employer. No Union Representative or steward shall be discriminated against for performing his duties under this Agreement.

1401. STEWARDS:

1401.1 The steward is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative, who shall immediately attempt to adjust the grievance or dispute with the Employer or his representative.

1401.2 The steward shall be a working employee selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously, as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his duties, including, in addition to his normal duties, obtaining information on safety and sanitation.

1401.3 The Union shall notify the Employer or his representative, in writing, of the appointment of the steward. The Employer or his representative can lay off or discharge the steward for cause only, and the Employer shall notify the Union, in writing, of his intention to do so one (1) full working day prior to such layoff or discharge on projects within fifty (50) miles of the hiring hall, and give two (2) working days' notice on projects located over fifty (50) miles from the hiring hall.

1401.4 It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever carpenters overtime is worked and as long as there is work, he is qualified to perform. The steward shall not be discharged or laid off for the performance of his Union duties.

1401.5 In the event a signatory Employer repeatedly engages in egregious violations of the Agreement, the Union shall have the right to select and appoint a steward from outside of the Employers current employees and he/she will be dispatched to said employer. The term egregious may be determined by an expedited arbitration process.

SECTION XV - NO STRIKES - NO LOCKOUTS - SETTLEMENT OF DISPUTES

1500. It is the purpose and the intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedure set forth in this section and that during the term of this Agreement, the Union on whose behalf this Agreement is made shall not, during the term hereof, call, engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Contractor, and will require the employees it represents to perform their services for the Contractors on the work described herein when required by said Contractors to do so; and during the term of this Agreement, a Contractor signatory to this Agreement shall not cause or permit any lockout of the employees represented by the Union on whose behalf this Agreement is made on work described herein.

1501. In cases of violation, misunderstanding, or differences of opinion in interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as in the case where a signatory Employer fails to pay wages due or is delinquent in contributions to any Trust Fund established under this Agreement. Should a controversy, dispute, or disagreement arise during the term of this Agreement over the interpretation and operations of this Agreement, the parties agree to the following.

1502. Settlement of Grievance Procedure

1502.1 Within ten (10) days of the complaint or disagreement, discuss the issue to see if a resolution can be reached.

1502.2 If not resolved through discussion, a written complaint or grievance must be filed in writing. Complaints, to have any validity, must be filed in writing within twenty (20) days after the matter in dispute or disagreement is alleged to have occurred. Errors in paychecks must be filed in writing within ten (10) working days from payday.

1502.3 Upon receipt of a written report setting forth in detail the nature of the specific issue or controversy, a representative of the Union and a representative of the Employer shall attempt to reach a settlement of the dispute. If a settlement is not reached within five (5) days the parties agree to follow the Joint Adjustment Board language outlined in 1503.

1503. If settlement has not been reached under procedures of 1502, the parties agree to submit the matter to a Joint Arbitration Board for final adjudication. The Joint Arbitration Board is comprised of one (1) Union Representative, one (1) Employer Representative, and an arbitrator mutually agreed upon by the parties.

1504. All proceedings shall be done in an expedited manner and no briefs, transcripts or written opinions shall be required unless specifically requested by any parties to the grievance or unless ordered by the permanent neutral arbitrator. The parties specifically agree that the permanent neutral arbitrator shall not be required to render an expanded opinion in any case unless requested prior to the commencement of the proceedings.

- 1504.1** The Board shall meet within thirty (30) days of any item referred to it and for the purposes of hearing all grievances and claims filed therein. The Board shall provide notice of time and place of hearings to all persons having business before the Board and shall establish regular meeting places and mailing address for all matters. All proceedings of the Southern Nevada Joint Adjustment Board shall be held in the City of Las Vegas unless mutually agreed to move to another location.
- 1504.2** The expenses of the Joint Adjustment Board including all costs of the arbitrator, court reporter or otherwise, shall be paid by the Contract Administration Committee provided that all fines, assessments, or liquidated damages which are not awarded to individual employees or to the Trust Funds shall be retained by the Joint Adjustment Board to defray expenses. Any surplus funds shall be turned over to the Trustees of the Apprenticeship Trust for the sole and exclusive use by said Apprenticeship Trust Fund.
- 1504.3** Any grievance or dispute to be submitted shall be presented to the Joint Adjustment Board within thirty (30) days after the dispute is alleged to have occurred. Whenever possible before submission of the dispute to the Joint Adjustment Board, representatives of the Regional Council and the individual contractor shall attempt to adjust the matter. If after twenty-four (24) hours the matter cannot be adjusted between the respective parties, either party may submit the matter to the Joint Adjustment Board, which shall render a decision within the limits and subject to the provisions of this Article and applicable rules and regulations.
- 1504.4** The Joint Adjustment Board or arbitrator may, as part of a remedy, require a contractor to submit weekly reports of workers and hours worked to the Contract Administration Committee.
- 1504.5** Charges and expenses incurred as the result of special hearing or hearings heard on days other than the regular scheduled meeting date of the Joint Adjustment Board, shall be payable by the party requesting such special hearings and shall not be the responsibility of the Contract Administration Committee.
- 1505.** A decision of the Joint Adjustment Board shall be enforceable.
- 1506.** Any party who fails or refuses to comply with the decisions of the Joint Adjustment Board or an award of the permanent neutral arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law.
- 1506.** If any party hereto fails to comply with the decision of the Joint Adjustment Board or the permanent neutral arbitrator, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such non-compliance

continues. Said right to withdraw employees or strike shall be in addition to all other remedies available herein.

1507. Whenever the Union has the right pursuant to the Terms of this Agreement to withdraw or refuse to refer workers, such rights shall coexist with the right to proceed under any stage provided for under the provisions of this Article.

1508. Awards involving application or enforcement of Article III (Subcontracting) shall not be enforced by strike action.

SECTION XVI – TOOLS

1600. The individual Employer shall provide on each jobsite a secure place where the employees may keep their tools.

1601. Carpenters and apprentices shall furnish their own tools, but shall not furnish sawhorses, ladders, miter boxes, electric drills, power bits, power or battery tools and machines, electric cords, power saws or automotive equipment to be used for the purpose of hauling or delivering the Employer's materials or equipment. Each employee shall arrive on the jobsite with tools in a proper condition. If necessary, the employees shall be allowed a reasonable amount of time during the workweek to sharpen their tools on the Employer's time. If the Employer so chooses, he may send out employee's saws to be sharpened by a commercial saw sharpener.

1602. The Employer shall not contract with any workman or with any member of the family of a workman employed under this Agreement either by way of a lease, loan, or sale unless such member of the family is engaged in a bona fide licensed regular business regarding such tools.

1603. If any individual employee's full box of working tools is lost by reason of fire, theft or forcible entry while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of one thousand dollars (\$1000.00) within five (5) working days from the date of claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim. To implement this section, the individual carpenter shall provide an exact written inventory of tools within five (5) days after starting the job.

1604. Since Contractors solely furnish electric or battery powered drills, screw guns, roto-zips, routers and/or lasers of any kind furnished to the employee by the Contractor and the employee shall promptly return such tools upon request or termination of employment. In the event the employee fails to return a power tool as a result of the employee's dishonesty, willful misconduct or gross negligence, the Contractor may assert a claim against the employee for the value thereof in an amount not to exceed five hundred dollars (\$500.00). Federal law and NRS 608.110 prohibits any deduction from wages without written authorization from the Union. Therefore, disputes regarding the application of this provision shall be resolved through an expedited grievance procedure consisting of a sub-committee of the Joint Adjustment Board. The membership of the sub-committee shall consist of one (1) Contractor selected by the Association, and one (1) Union representative along with the Executive Director of the Contract Administration Committee or its designee. The Union and Contractor representative will rotate periodically. The sub-committee

will investigate and act on an expedited basis and may conduct hearings in person or telephonically. A decision of the sub-committee shall be implemented immediately although any party may appear to the full Joint Adjustment Board.

SECTION XVII - WORKING CONDITIONS

1700. Iced drinking water or, at the option of the Employer, electric coolers, shall be furnished on the jobsite at all times and sufficient sanitary cups furnished. Sanitary toilets must be furnished on all jobs in accordance with the applicable local and state health and sanitation laws. The Employer shall provide a shelter for men to use at lunchtime if no vehicle is available in the immediate locality of the project.

1701. The Employer will carry adequate insurance for compensation of injured workmen. The Employer and all employees mutually recognize the need for the provision and maintenance of safe working conditions, the observance of proper safety practices with respect to the use of tools, equipment and supplies, and compliance with all applicable federal and state safety rules and regulations. Employees are required to report work injuries immediately to the Employer upon occurrence. Employees shall not be required to work under hazardous conditions when the performance of such work is in contravention to applicable Federal and State Safety Rules and Regulations. First aid kits must be provided and maintained on the jobsite.

1702. The Employer will immediately notify the Union by telephone of any industrial accident involving an employee covered by this Agreement that is of a nature that is required to be reported to the State of Nevada under applicable State laws. Where an employee is required to work in a hazardous area where there is a mutually recognized hazard and exposure to possible injury, such employee shall not be required to work alone.

1703. The Employer shall not refuse to hire for employment an applicant who is physically able to perform his work or discharge or discriminate against such an employee, because of any industrial injury incurred by the workman prior to employment or because of the filing of a claim for workers' compensation benefits.

1704. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in this Agreement. Any other method of paying employees, such as the use of piecework, bonus systems, quota setting, or lumping of the work, shall be deemed a violation of this Agreement. Work performed under this Agreement shall be done by the employees of the Employer on an hourly basis subject to the subcontracting provisions of this Agreement, and the Employer recognizes those sections of the Constitution and Bylaws of the United Brotherhood of Carpenters and Joiners of America, which prohibit its members from contracting for labor only. The contracting Employer agrees that all work covered by this Agreement shall be performed by carpenters and that such workmen shall be employees of the Employer or the subcontractor employed under the terms of this Agreement. The provisions regarding piecework and minimum hourly wage rates shall not be applicable in the event a carpenter is employed under Appendix "D" relating to residential construction.

1705. An employee who as a result of an on-the-job industrial injury is unable to complete a full day's work shall be paid for the full day on which such injury occurred, provided, however, that such payment need not be paid where said injury does not require the attention of a physician who has certified the employee's inability to complete the work on that day because of such injury. If the employee is required to keep a doctor's appointment during working hours and such doctor's appointment is the direct result of an on-the-job industrial accident, then his pay will continue for the time he is absent from the job for such doctor's office visit provided he furnishes satisfactory proof to the Employer.

1706. When any protective equipment or clothing is necessary, all such equipment or clothing shall be furnished by the Employer.

1707. Employees shall not be discriminated against for failure to work behind a picket line sanctioned by the Southwest Regional Council of Carpenters.

1708. Neither the Employer nor the Union will discriminate against a person with respect to employment or Union membership because of race, religion, color, sex, age, national origin, or ancestry. This provision shall apply to hiring, placement for employment, training during employment, rates of pay, or other forms of compensation and benefits, selection for training including apprenticeship, layoff or termination, and application for admission to Union membership.

1709. The Contractor shall provide or pay for, parking facilities for employees where free parking is not available within three (3) blocks of the job, or one-quarter (1/4) mile, whichever is less. When bussing of employees from a remote parking facility is used, the employee will travel in on his or her own time not to exceed thirty (30) minutes and must be returned to the parking area no later than thirty (30) minutes after quitting time or overtime will be assessed for the delay. If an employee is at the designated parking area thirty (30) minutes before the start of work, he or she will be considered to have started work on time regardless of when the bus arrives at the jobsite. Where payment is applicable, payment shall be made to the carpenter who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

1710. The parties to this Agreement recognize and understand that it would be inconsistent with the industry custom and practice to prohibit individuals, under normal conditions, during the first half of the shift, a fifteen (15) minute unorganized break at his or her assigned work area. If an employee is scheduled to work ten (10) or more hours on any day, he will be given a second fifteen (15) minute, unorganized break at the place of work during the second half of the shift between the sixth and ninth hour.

SECTION XVIII - UNION SECURITY

1800. The following Union Shop clause shall become operative if and when a court of competent jurisdiction should decide that a Union Shop provision as provided herein is lawful within the State of Nevada:

1801. Employees employed by one (1) or more of the Employers subject to this Agreement for a period of eight (8) days continuously or cumulatively shall be or become after the eight (8) day

period or eight (8) days after the effective date of this Agreement, whichever is later, members of the appropriate Local Union and shall remain members of the appropriate Local Union as a condition of continued employment.

1802. Membership in the appropriate Local Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership in the Union.

SECTION XIX - SAVINGS CLAUSE

1900. It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement, and the parties agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are fully inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter in lawful negotiations concerning the substance thereof.

SECTION XX – FOREMEN

2000. The selection of an individual who will be the carpenter foreman is at the sole discretion of the Employer. It is understood that a foreman shall be an employee employed under the terms of this Agreement and the dispatching and hiring provisions of Appendix "A", and shall receive the foreman's differential pay. Such foreman may work with the tools of the trade except as hereinafter provided. Whenever there are four (4) or more journeyman employees, one must be designated as the foreman. When a carpenter is designated as a foreman and is assigned the responsibility of supervising ten (10) or more employees, he shall not be allowed to work as a journeyman except for the purpose of instruction or for incidental assistance to a journeyman or apprentice. In case more than two (2) foremen are employed on the same shift on a single job, there shall be designated a general foreman. Any foreman who does not work, with his tools during regular working hours cannot work with his tools on overtime or on Saturdays, Sundays or holidays. For this purpose, a Foreman is described as a Journeyman who receives direction from a Superintendent or General Foreman to direct, supervise or instruct any group or crew of carpenters, with the knowledge that he or she is responsible for a segment of the project.

SECTION XXI - SURETY BOND

2100. Each employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

<u>NUMBER OF EMPLOYEES</u>	<u>FACE AMOUNT</u>
1 - 12	\$ 75,000.00
13 - 50	\$200,000.00
51 or more	\$400,000.00

If an employer is deemed in good standing for a period of thirty-six (36) months by the Trust Fund, no bond will be required. Consequently, the Union reserves the right to demand a bond, if the employer is deemed delinquent.

2101. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an Employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Employer. In addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer. The Carpenters Trust Fund shall be directed to use reasonable efforts to collect delinquencies from bonds in addition to other sources of payments.

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SECTION XXII – EFFECTIVE DATE AND TERMINATION

2200. This Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect to and including June 30, 2023 and continue in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the Agreement may give written notice to the other of a desire to change, modify, or terminate the Agreement at least sixty (60) days but not more than ninety (90) days prior to June 30, 2023 or June 30 of any succeeding year.

2201. The Union agrees that in the event that either party should exercise its right under the first paragraph of this Section, the Union will for a period of sixty (60) days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for this work herein covered, and the Employer agrees to bargain in the same manner. If no Agreement is entered into between the parties by July 1 of any year in which such notice shall be given, then this Agreement thereupon shall cease and terminate.

DATE: 7-12-2018

DATE: 7/17/18

**NEVADA CONTRACTORS
ASSOCIATION
150 N. DURANGO DRIVE, SUITE 100
LAS VEGAS, NV 89145**

**SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS AND
AFFILIATED LOCAL UNIONS
4245 WEST SUNSET ROAD
LAS VEGAS, NV 89118**

SIGNED BY: *Patric Velasquez*

SIGNED BY: *Frank Hawk*

PRINTED NAME: Patric Velasquez

PRINTED NAME: Frank Hawk

TITLE: Director of Labor Relations

TITLE: Administrative Assistant

ORIGINAL

APPENDIX "A"**HIRING PROVISIONS**

3000. In the employment of workmen for all work covered by this Agreement in the territory described, the following provisions shall govern:

3000.1 The Local Unions shall establish and maintain open and nondiscriminatory employment on work covered by this Agreement.

3000.2 It is agreed by the Employer and the Union to fully comply with all the provisions of the federal and state laws to the end that no "Qualified Worker" (as such term is defined in Section 3006.3) shall, on the grounds of sex, race, color, national origin, religion, sexual orientation, or membership or non-membership in a labor union, be excluded from participation in or be denied the benefits of the terms of this Agreement or otherwise subjected to discrimination by not having full access to the terms of this Agreement. The Union hereby agrees to indemnify and hold harmless the Employer from any losses or damages resulting from any act or omission of the Union in breaching or failing to comply with all such laws and regulations, not however, including court costs and attorney's fees not authorized by the Union.

3000.3 The Employer shall first call upon the Local Union having jurisdiction for such men as the Employer may from time to time need, and the respective Local Union shall furnish to the Employer the required number of qualified and competent workmen of the classification requested by the Employer strictly in accordance with the provision of this section.

3000.4 It shall be the responsibility of the Employer when ordering men to give the Local Union all of the pertinent information regarding the workmen's employment, to enable the dispatch of the workmen required. Upon dispatch, the Union shall use best efforts to include the members email and/or mobile phone numbers for the Employers reference.

3000.5 The Local Union will furnish, in accordance with the request of the individual Employer, such qualified and competent workmen of the classifications needed from among those entered on the employment lists, to the individual Employer by use of a written referral in the following order of preference on a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All applicants for referrals to jobs shall receive equal consideration for employment without regard to sex, race, creed, color, religion, sexual orientation, or national origin, in conformity with the requirements of the federal and state laws.

3000.6 The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis:

3000.6.1 To qualify for referral as a journeyman, the applicant must submit evidence either of satisfactorily having completed a course in apprenticeship training conducted by or under the direction (discretion) of the standards of the Bureau of Apprenticeship, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four (4) years' experience in the carpenter trade.

3000.6.2 The Union shall maintain a register of all applicants so qualified, established on the basis of the groups listed below, each applicant being registered in the highest priority group for which he qualifies.

3000.6.3 A "Qualified Worker" shall be any worker who has paid their required fee(s) and is in good standing with an affiliated Local Union or has paid appropriate hiring hall service fees.

3000.7 CARPENTER LIST. Journeyman Carpenters, form builders, setters, layout, finish, framers, and welders, up to and including related jurisdiction.

3000.8 DRYWALL LIST. Journeyman Drywallers, metal framers, acoustic specialists, lathers, layout and welders, up to and including related jurisdiction.

3000.9 The Employer may request by name any qualified workman whose name is on the out-of-work list. On jobs with no on-site or in office hiring or solicitation, then one (1) worker in four (4) must be requested off the top of the list.

3000.10 The dispatcher at the Local Union in the first instance, in accordance with the provisions of this section, will determine whether a workman is qualified to register and into what group or list he shall be placed. This determination will normally be based upon information or papers which the workman or the Employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required.

3000.11 The Local Union shall post at the hiring hall of the Local Union all Provisions, including the terms of this Agreement and any hiring hall procedures adopted by the Union and not in conflict with terms of the Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment with the individual Employers are customarily posted.

3000.12 When ordering workmen, the individual Employer will give written notice to the Local Union, if possible, no later than 2:30 p.m. of the day prior (Monday through Friday), or in any event not less than twelve (12) hours, if possible, before the reporting time. In the event forty-eight (48) hours elapse after such notice without the Local Union furnishing any workmen, (Saturdays, Sundays and recognized Holidays excluded) the individual employer may procure workmen from any other

source or sources. If workmen are so employed, the individual Employer shall promptly report, to the appropriate Local Union, each such workman by name.

- 3000.13** Subject to the terms of this Section, the individual Employer retains the right to reject any workman referred by the Union for any reason, and the individual Employer may discharge an employee for any cause which he may deem sufficient, provided, however, in the hiring or discharging there shall not be any discrimination or the part of the Employer against any employee for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties. In the event the Employer does not hire the workman dispatched, the Employer shall pay such workman a minimum of two (2) hours show-up pay at the hourly rate and all fringe benefits for his classification in Zone 1 and a minimum of four (4) hours in Zone 2 & 3.
- 3000.14** No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Local Union Hall, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this section shall also be applicable to the requirement of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement.
- 3000.15** When requesting an apprentice from the Union and such apprentice is not called by name, then the Union shall dispatch an apprentice from the hiring list in the order that the apprentice has signed the list, regardless of the year of such apprentice's training. Nothing in this subsection shall change the existing practice of (for) hiring apprentices directly by the Employer or calling for an, apprentice by name from the Union's hiring list.
- 3000.16** The Employer will provide a printed form for handout by the Union at time of dispatch indicating necessary forms of identification required by Immigration to establish eligibility to work under Federal Law.
- 3000.17** The use of, or being under the influence of drugs or alcohol (substance abuse) during working hours will not be tolerated. A drug abuse prevention & detection program is hereby adopted incorporated as Appendix "G".

APPENDIX “B”**CARPENTER WAGE RATES FOR COLORADO RIVER REGION JURISDICTIONS**

4000. The geographic jurisdiction of Colorado River Region as defined in Section II – 200. - Coverage is meant to be the City of Searchlight and all area South in the State of Nevada. An area in California that includes the City of Needles, and an area in Arizona that includes the Cities of Bullhead City, Kingman, Lake Havasu City and Parker. A detailed map provided upon request.

4001. Light Commercial Package (Non-gaming commercial projects \$250,000.00 or less)

Effective	CARPENTER July 1, 2018
Wage	\$24.16
Supplemental Dues	<u>\$0.68</u>
Total Taxable Wages	\$24.84
Health & Welfare	\$7.50
Pension Plan A	\$4.91
Apprenticeship	<u>\$0.21</u>
Total Package	\$37.46

4002. Non-Gaming Commercial Package (Non-gaming commercial projects over \$250,000.00)

Effective	CARPENTER July 1, 2018
Wage	\$29.91
Supplemental Dues	<u>\$0.68</u>
Total Taxable Wages	\$30.59
Health & Welfare	\$7.50
Pension Plan A	\$4.91
Apprenticeship	<u>\$0.26</u>
Total Package	\$43.26

These rates will be reviewed annually by the Work Preservation Committee and adjusted as necessary.

Gaming-Related work and Public Works projects will be performed under the current Master Labor Agreement.

**APPENDIX “C”
SPECIAL WORKING RULES FOR MILLWRIGHTS**

5000. WAGE & FRINGE BENEFIT INCREASES

<u>WAGE RATES</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
	\$2.15	\$2.20	\$2.25	\$2.25	\$2.40

Plus 1¢ Per Year for Industry Advancement

5001. ZONE #1: Work performed within a twenty (20) road miles from Maryland Parkway and Charleston. The Free Zone around Reno shall be within a fifteen (15) road miles from the County Courthouse. Such work shall be compensated at the following rates:

Journeyman Millwright	\$37.32
Millwright Welder	+\$1.00

5002. ZONE #2: Work performed outside of the Las Vegas Area Free Zone between twenty (20) to forty (40) road miles from Maryland Parkway and Charleston. The work performed outside the Reno Area Free Zone between a fifteen (15) to thirty-five (35) road miles from the County Courthouse. Such work shall be compensated at the following rates:

Journeyman Millwright	+\$2.50
Millwright Welder	+\$1.00 above Zone 2 Journeyman Millwright

5003. ZONE #3: Work performed outside of the Las Vegas Area Free Zone of over forty (40) road miles from Maryland Parkway and Charleston. The work performed outside of the Reno Area Free Zone of over thirty-five (35) road miles from the County Courthouse. Road miles are the most direct route by public road. Such work shall be compensated at the following rates:

Journeyman Millwright	+\$4.25
Millwright Welder	+\$1.00 above Zone 3 Journeyman Millwright

5004. DRUG TESTING

The parties have established the Millwright Labor-Management Cooperation Committee, Inc., (“Committee”) for the purposes of protecting, improving, and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Millwright construction industry including the establishment of a Drug Testing Program. Each signatory member of the Association and those Employers who are obligated to contribute under a collective bargaining agreement with the Union shall contribute on and after the mutually agreed to effective date, the sum of fifteen cents (\$0.15) per millwright hour worked to the Millwright Labor-Management Cooperation Committee, Inc. The Committee will be a jointly established and administered committee formed and created for the above stated purposes and the Employers hereby adopts and agree to be bound by the terms of the Bylaws establishing the Millwright Labor-Management Cooperation Committee Inc.

5005. FRINGE BENEFIT RATES**Effective July 1, 2018**

Pension A (\$4.91) & Pension B (\$3.41)	\$8.32
Health & Welfare	\$7.50
Vacation (\$6.81)/Supplemental Dues (\$1.29)	\$8.10
Apprenticeship	\$0.42
Carpenters/Contractors Co-op Committee	\$0.21
Grievance & Arbitration	\$0.15
National Training Fund	\$0.10
Millwright Labor Mgmt. Co-op Committee	\$0.15
UBC Millwright Industry Promotion Fund	\$0.05
Total Fringe Benefit	\$25.00

See other wage and fringe benefit provisions in Sections V and VI of this Agreement.

5006. MILLWRIGHT APPRENTICE - WAGE SCALE

PERIOD	HOURS	%	WAGES
1 st Period	650	50%	\$18.66
2 nd Period	650	55%	\$20.53
3 rd Period	650	60%	\$22.39
4 th Period	650	65%	\$24.26
5 th Period	650	70%	\$26.12
6 th Period	650	75%	\$27.99
7 th Period	650	80%	\$29.86
8 th Period	650	85%	\$31.72
9 th Period	650	90%	\$33.59
10 th Period	650	95%	\$35.45
Journeyman		100%	\$37.32

5006.1 An Employer who employs three (3) journeymen may have one apprentice, and when the Employer employs five (5) or more journeymen, including the foreman, the sixth millwright must be an apprentice when available. Thereafter he must have one additional apprentice for each five (5) journeymen employed when available.

5006.2 Millwright foremen shall receive not less than 10% more than the hourly wage scale of the journeymen supervised.

5006.3 No Millwright foreman shall supervise a crew of more than eight (8) men, not including himself. Apprentices shall be included as one of the crew. When a foreman

is assigned the responsibility of supervising six (6) or more journeymen, he shall not be allowed to work as a journeyman, except for the purpose of instructing or for incidental assistance to a journeyman. When two (2) or more journeyman millwrights are employed, one (1) must be designated as the foreman.

5006.4 Where two or more foremen are required, there must be a general foreman who shall receive not less than 10% more than the hourly wage scale of the Millwright foreman supervised. Where two (2) or more foremen are required, the general foreman shall not be allowed to give orders directly to the journeymen millwrights.

5006.6 Millwrights shall not use anyone as a helper on a job other than a millwright or a millwright apprentice.

5006.7 Any Millwright reporting for regular work, or called to work, shall be given two (2) hours reporting time in Zone #1 and four (4) hours in Zones #2 & #3, except if not allowed to work because of a situation out of the control of the Contractor. A man shall be paid at the regular wage rate for time required for filling out papers, fingerprinting, picture passes, or any other similar requirements of the Contractor or Employer. Any retesting of a qualified millwright-welder, taken for the convenience of the Employer, shall be paid for by the Employer, and the welder shall be in the Employer's employ while taking such a test if the welder had been properly certified at his own expense within the preceding twelve (12) months. A millwright-welder shall receive one dollar (\$1.00) per hour over the millwright hourly wage rate.

5006.8 Millwrights shall be expected to furnish an adequate complement of tools. The Contractors agree to provide millwrights adequate and dry facilities for the storage of tools. The Employer, whenever practicable, will provide adequate lunch facilities for millwrights. Where a lunchroom is, provided, reasonable efforts shall be made to maintain a comfortable temperature.

5006.9 Millwrights shall be allowed a maximum fifteen (15) minute period immediately before the end of the shift in which to pick up tools and shall not leave the job until the end of the shift. When millwrights are exposed to conditions such as unusual heat, cold, dust, dangerous fumes, or gases, the Employer shall furnish the necessary safety or protective equipment, including clothing and all welding equipment.

5006.10 The appropriate article of the Union Bylaws governing Millwright Working Rules amended to comply with the National Labor Relations Board requirements shall be the guiding factor for all Union relations not treated in this Agreement.

5006.11 Insofar as possible, all overtime work shall be distributed equally among the employees available for such work provided that the millwright who is working on a job which goes into overtime shall have the first preference to such overtime work.

5006.12 Millwrights shall be reimbursed for tools lost as a result of fire or theft by forcible entry, provided a properly priced inventory of millwright's tools placed in the storage

shed is furnished to the Employer when the millwright is employed. Replacement or reimbursement for tools lost under the conditions herein described shall be completed no later than when the millwright receives his final paycheck.

5006.13 In the employment of millwrights for all work covered by this Agreement in the territory described, the following provisions govern:

5006.13.1 The Local Union shall establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement. It is agreed by the Employer and the Union to fully comply with all the provisions of federal and state laws to the end that no person shall, on the grounds of sex, race, color, national origin, or membership or non-membership in a labor union, be excluded from participation in or be denied the benefits of the terms of this Agreement, or otherwise subjected to discrimination by not having full access to the terms of this Agreement.

5006.13.2 The Employer shall first call upon the Local Union having jurisdiction for such men as the Employer may from time to time need, and the respective Local Union shall furnish to the Employer the required number of qualified and competent workmen of the classification requested by the Employer strictly in accordance with the provisions of this section.

5006.13.3 It shall be the responsibility of the Employer, when ordering men, to give the Local Union all of the pertinent information regarding the workmen's employment to enable the dispatch of the workmen required.

5006.13.4 The Local Union will furnish to the individual Employer, in accordance with request of the individual Employer, such qualified and competent workmen in the classifications needed from among those entered on the employment lists, by use of written referral in the following order of preference on a non-discriminatory basis, which shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All applicants for referral to jobs shall receive equal consideration for employment without regard to sex, race, creed, color, or national origin, in conformity with the requirements of the federal and state laws.

5006.13.5 To qualify for referral as a journeyman, the applicant must submit evidence either of satisfactorily having completed a course in apprenticeship training conducted by or under the direction of the standards of the Bureau of Apprenticeship & Training, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four years' experience in the millwright trade.

- 5006.13.6** The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis: The Union shall maintain a list of all applicants for employment who are competent and qualified millwrights.
- 5006.13.7** Dispatching shall be carried out in the following order:
- 5006.13.7.1** Registered millwrights on the list will be dispatched on a first-registered, first-out basis.
- 5006.13.7.2** The Employer may request by name from the list any millwright who has previously worked for the Employer in the jurisdiction of the Southwest Regional Council in the past eighteen (18) months. The Employer shall furnish a confirming written statement to the Union setting out the date and job where the millwright previously worked for the Employer.
- 5006.13.8** The dispatcher at the Local Union in the first instance, in accordance with the provisions of this section, will determine whether a workman is qualified to register and into what Group or List he shall be placed. This determination will normally be based upon information or papers, which the workman or the Employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required. If it is determined by the dispatcher of the local union that a special skill, certification, and/or experience for a specific type of work is needed, the dispatcher may depart from the procedures of this section in order to meet that need.
- 5006.13.9** The Local Union shall post at the hiring hall of the Local Union all provisions, including the terms of this Agreement and all hiring hall procedures adopted by the Union not in conflict with the terms of this Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment are customarily posted.
- 5006.13.10** An individual millwright shall be removed from his position on the registration lists if he is dispatched to a job, except that any millwright who is rejected by the Employer or fails to complete five (5) full workdays shall retain his position on the list, except when said millwright has voluntarily quit.
- 5006.13.11** The Employer shall have the right to select one (1) man on each jobsite or project who has not been selected from the dispatching procedures as set forth in this Agreement. However, such one workman must be registered at the dispatching office of the Local Union prior to his employment and receive a dispatch slip from the Local Union. In the

event the Employer hires one (1) workman outside of the working list, the Employer must hire and retain on the job a minimum of one (1) other workman who must be hired in accordance with the dispatching procedures of the section.

5006.13.12 It is agreed that paragraph 806 and 807 of Section VIII – Zone Pay of this Agreement shall not apply to millwrights.

5006.13.13 The Employer may not reject any workman referred except for cause. The Employer may discharge an employee for just cause only. In the hiring or discharging, there shall not be any discrimination on the part of the Employer against any employee for activities on behalf of, or in representation of the Union, not interfering with the proper performance of his duties. In the event the Employer does not hire the workman dispatched, the Employer shall pay such workman a minimum of two (2) hours show-up pay at the hourly rate in Zone #1 and four (4) hours in Zones #2 & #3 and all fringe benefits for his classification. No show-up time will be, applicable when the workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Local Union Hall.

5006.14 In the event millwrights are assigned to work, subject to an agreement in a pre-job conference, on a second or third shift on Friday, millwrights will receive their paychecks on Thursday.

5006.15 When millwrights are performing work involving the handling of injurious or hazardous substances or equipment (such as abrasives, greases, etc.) the Contractor shall furnish cloth work gloves to such millwrights. Replacements for worn-out gloves shall be furnished on the condition that worn gloves are returned at the time a request for new gloves is made.

5006.16 Section XVII – Working Conditions shall not apply, and refreshment periods or breaks shall be provided based on the past practice of millwrights under this Appendix.

5006.17 This Agreement shall cover and apply to all work of the individual Employer falling within the recognized jurisdiction of a Millwright Union as spelled out in the UBC Jurisdictional Claims Handbook approved by the General Executive Board of the United Brotherhood of Carpenters and Joiners of America dated January 1, 1961; including but not limited to all recognized tools and equipment of the trade on new construction, repair, modification or maintenance work, including but not limited to all moving of machinery and/or equipment installed by millwrights, making of skids and crates, skidding and unskidding, crating and uncrating, and installation of lubrication and/or hydraulic lines or piping (on machines set by millwrights) that come to the jobsite prefabricated.

5006.18 The work of the millwrights, as spelled out in the Jurisdictional Claims Handbook referenced in Paragraph 5006.17 above, is as follows: The term "MILLWRIGHTS AND MACHINE ERECTORS" shall mean the, unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintaining and adjusting of all machinery and equipment installed either in buildings, factories, structures, or processing areas, either undercover, underground or elsewhere required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically; and in industries such as and including but not limited to the following (which are identified for the purpose of description: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal and water plants, laundry, bakery, mixing plants, can, bottle and bag packing plants, textile mills, paint mills, breweries and milk processing plants, power plants, aluminum processing or manufacturing plants, and the amusement or entertainment field.

5006.19 Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

5006.20 Further included is the installation of, but not limited to the following: setting of all engines, motors, generators, air compressors and fans, pumps, scales, hoppers, conveyors of all types and sizes and their supports, escalators, man lifts, moving machinery, mechanical operator and/or automatic doors, roll-up doors, mechanical stage equipment, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, reminders, slitters, cutters and wrapping machines; blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants and splicing of ropes and cables.

5006.21 Additionally included are the laying out, fabrication and installation of protection equipment, including machinery guards, the making and setting of templates for machinery, fabrication of bolts, nuts, pins and drilling of holes for any equipment which the millwrights install regardless of materials; all welding and burning regardless of type; fabrication of all lines, hose or tubing used in lubricating machinery installed by millwrights; grinding, cleaning, servicing and machine work

necessary for any part of any equipment installed by the millwrights; and the breaking in and trial run, of any equipment or machinery installed by the millwrights

5006.22 When requested in writing by the Millwright Union, individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual Employer stating he is employing or had employed millwrights on a specific type of work and a specific job and paid the negotiated scale of wages and fringe benefits for such work.

5006.23 The individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.

APPENDIX "D"**SPECIAL PROVISIONS FOR RESIDENTIAL CONSTRUCTION**

6000. The following special provisions shall apply for all residential construction for the purpose of this Appendix "D" "Residential" shall be defined as follows:

6001. "RESIDENTIAL" DEFINITION: All residential wood frame construction, not more than four (4) stories in height above the exterior grade, such as, but not limited to, single family dwellings, condominiums, townhouses, apartment houses and mobile home parks. Hotels, motels, and assisted living facilities are expressly excluded.

6002. Except as specifically set forth in this Appendix, each and every term and condition of the Labor Agreement shall apply to the Employer and Union. The Union reserves the right to enter into a specific housing agreement based on need and conditions deemed necessary with that individual employer.

APPENDIX "E"

LIGHT COMMERCIAL CONSTRUCTION

7000. The following special provisions for Light Commercial Construction shall apply:

7000.1 "LIGHT COMMERCIAL" DEFINITION:

All wood or steel frame, concrete block, tilt-up and poured-in-place concrete construction not more than four (4) stories in height, such as, but not limited to, shopping centers, stores, office building, warehouses, and fast food establishments, but excluding Las Vegas Boulevard commercial construction (defined as Las Vegas Blvd. between US 95 and Sunset Road and between center lines of Maryland Pkwy and Decatur Blvd., hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed ten million dollars (\$10 million), including curb, gutter and sidewalk.

7000.2 The light commercial project definition, as stated above, shall apply to a tenant improvement project, regardless of the number of stories, on work in an existing structure, which is not part of a new project.

7000.3 Requests to use Appendix "E" shall be in writing to the Southwest Regional Council Office in Las Vegas. These requests shall be done prior to bidding. The purpose of these requests is to verify that the project meets the criterion as set out in this Appendix; it also allows notification of our dispatch office so the proper rates are utilized.

7000.3.1 On light commercial projects, as defined above, the minimum hourly rate shall be seventy-five percent (75%) of the current journeyman carpenter rate established under this Agreement plus Vacation and Annuity Plan B.

7000.3.2 The provisions of Appendix "E" shall not apply on public works projects covered by the Davis Bacon Act or other prevailing wage regulations.

7000.3.3 Except, as specifically set forth in this Appendix, each and every term and condition of the Master Labor Agreement shall apply to the Employer and Union

7001. VACATION SAVINGS PLAN, HEALTH AND INSURANCE PLAN, PENSION PLAN, APPRENTICESHIP TRAINING, GRIEVANCE AND ARBITRATION/ ADMINISTRATION AND CARPENTERS-CONTRACTORS COOPERATION COMMITTEE.

7001.1 The Employer shall contribute to each of the Trust Funds as provided in Section VI of the master labor Agreement in the amounts set forth unless modified in this Appendix E.

7001.2 WAGE RATES AND FRINGE BENEFITS**7001.2.1 Journeyman Carpenter****July 1, 2018**

Wages	\$36.80
<u>Fringe Benefits</u>	
Pension A	4.91
Health & Welfare	7.50
Supplemental Dues	1.29
Apprenticeship	0.42
C/CCC	0.21
Grievance & Arbitration	0.15
Int'l Training	<u>0.10</u>
	Wage plus \$14.58

7001.2.2 Concrete Specialist

(Wages 80% of Journeyman)

July 1, 2018

Wages	\$29.44
<u>Fringe Benefits</u>	
Pension Annuity B	\$1.00
Health & Welfare	\$7.50
Supplemental Dues	\$1.29
Apprenticeship	<u>\$0.26</u>
	Wage Plus \$10.05

7001.2.3 Craft Assistant

(Wages 60% of Journeyman)

July 1, 2018

Wages	\$22.08
<u>Fringe Benefits</u>	
Pension Annuity B	\$1.00
Health & Welfare	\$7.50
Supplemental Dues	\$1.29
Apprenticeship	<u>\$0.26</u>
	Wage plus \$10.05

7001.2.4 Concrete specialists and craft assistant categories may be used by contractors on work that meets the definition in this Appendix. They are not required to do so.

7001.2.5 Other modifications can be made to the wages and fringe benefit contribution rate on a project basis by utilizing the Work Preservation Committee on work defined in this Appendix.

7002. OVERTIME

The conditions as set forth in Section IX – Hours of Work in this Master Labor Agreement shall apply unless modified under this Appendix.

7003. OTHER PROVISIONS

7003.1 When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight time rate of pay.

7003.2 Overtime: Time and one-half (1½X) shall be paid for the first four (4) hours outside of the regular scheduled shift Monday through Friday and the first twelve (12) hours on Saturday. All overtime on Sundays and Holidays shall be paid at double (2X) time and shall exclude one dollar and fifty cents (\$1.50) premium for Annuity Plan B.

7003.3 In the Light Commercial Industry, the Employer may employ a ratio of one (1) Apprentice, one (1) Craft Assistant, and one (1) Concrete Specialist, for every Carpenter Journeyman. These non-journeymen will work under the direct supervision of the Carpenter Journeyman and will perform but not be limited to such duties as stocking, scrapping, nailing off, clean up and any other ancillary duties assigned to them by the Journeyman, they are assigned to work with.

7003.4 Apprentices will be dispatched at the appropriate percent of wages for the Light Commercial Journeyman rate with benefits as specified in Section V of the Master Labor Agreement except as modified in Appendix E.

7003.5 Unless otherwise specified, all other provisions and/or conditions as set forth in the Master Labor Agreement shall apply.

7003.6 Multiple Shifts: There will be no shift differential for multiple shifts on Light Commercial Work.

**APPENDIX “G”
DRUG ABUSE PREVENTION AND DETECTION**

8000. The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, individual employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

8000.1 It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

8000.2 All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be those established by the Federal Department of Health and Human Services. The facility where the sample is tested will be approved by the Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two (2) hours travel time plus lab time. If an employee fails the drug test and has time coming to him or her, the employer may withhold the cost of the drug test from the final check.

Employers may use an oral fluid test or urine screen, solely as a type of pre-employment screening process. Testing procedures shall be conducted in a manner consistent with the products' manufacturing specifications (“Avitar ORAL screen” or Branam Medical Corp. “Oratect”). Any “non-negative” test results shall be designated as inconclusive. Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedure set forth in this collective bargaining agreement to confirm results.

8000.3 Applicants not passing the drug test will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug test will be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.

8000.4 The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites

set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

- 8000.5** An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol where the Employer has reasonable cause to believe that the accident resulted from drug usage.
- 8000.6** There will be no individual random drug testing by the signatory Employer.
- 8000.7** It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
- 8000.8** A sufficient amount of a sample shall be taken to allow for an initial test and confirmation test. The initial test will be an Enzyme Multiplied Immunoassay Technique (E M I T). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography-Mass Spectrometry (G C/M S). The cutoff levels for both the initial test and confirmation test will be those established by the Federal Department of Health and Human Services. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one (1) year. Collection and transportation of each sample must be done in accordance with the procedures mandated by the Federal Department of Health and Human Services.
- 8000.9** Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work, for which the employee is qualified, exists, he or she shall be reinstated.
- 8000.10** Any dispute, which arises under this drug and alcohol policy, shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.
- 8000.11** In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.
- 8000.12** The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

8000.13 The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

8000.14 The Employers will be allowed to conduct periodic jobsite drug testing on construction projects until completion of work under the following circumstances:

8000.14.1 The entire jobsite must be tested including all employees of the Employer.

8000.14.2 Prior to start of periodic jobsite testing the Employer will notify the Union in writing.

8000.14.3 Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

APPENDIX "H"
SPECIAL WORK RULES FOR PILEDRIVERS

9000. The Employer and the Unions agree that the terms and conditions of the following Agreements will apply in Southern Nevada for all Piledrivers and divers and tenders' work as described in such Agreements with the exceptions hereinafter set forth.

9001. For all work in Southern Nevada, the Employer and the Unions agree to apply the terms and conditions of the Master Labor Agreement between the United General Contractors, Inc. and the United Brotherhood of Carpenters and Joiners of America, dated July 1, 2006, and its' successor agreements, and make further reference to the following portions of the Agreement: Appendix "A" of the above referenced Agreement.

9001.1 Special Working Rules for Divers on Construction Work, Southern California Carpenters Master Labor Agreement, Appendix G.

9001.2 Piledriver Apprentices, Southern California Carpenters Master Labor Agreement, Paragraph 1802.4.

9002. All employees employed under this Appendix shall receive twenty cents (\$0.20) over the journeymen carpenters' rate for the appropriate area as set forth in the Carpenter Labor Agreement for Southern Nevada.

9003. A Piledriver foreman shall receive not less than ten percent (10%) more than the hourly wage rate of the journeyman under his supervision.

9004. An employee who has been a bona fide resident of the Las Vegas area for six (6) consecutive months preceding his employment, assuming the Employer has complied in hiring such employee with all the hiring procedures of the Agreement set forth in this Appendix, shall be compensated for travel and/or subsistence in accordance with Section VIII of the Southern Nevada Carpenters Master Labor Agreement.

9005. If the employee working under Paragraph 9004 is not a bona fide resident of the Las Vegas area, as set forth in Paragraph 9004 or the Employer has not complied with all of the hiring procedures of the Agreements, such employee shall be entitled to receive all subsistence and travel pay as set forth in the Agreements.

9006. On required crew sizes, the Employer and the Piledrivers Union, by mutual agreement, may modify the crew sizes.

9007. Any employee working under this Appendix and who has less than one (1) year service credit with the Southwest Carpenters Pension Trust shall have the option of having fringe benefit contributions made under the Southern California at the rates set forth in that Agreement. If the total fringe package is less than that specified in this Agreement, the difference shall be paid on the check without being multiplied by overtime.

9008. The provisions of Article II, paragraph 206 of the Master Labor Agreement shall not apply in the State of Nevada unless a court of competent jurisdiction determines that a union shop provision is lawful within the State of Nevada.

9009. The General President's letters dated May 9, 1955; December 12, 1967; and February 18, 1970 clarifying work jurisdiction, are incorporated in this Agreement by reference and will be specified in a Local 2375 supplement.

APPENDIX "I"

SPECIAL WORKING RULES FOR SIGNATORY SCAFFOLD CONTRACTOR'S

Effective July 1, 2014

10000. All terms of the master agreement will apply. This appendix does not change any work rules or procedures except those noted below.

10001. The spirit and intent of this appendix is to ensure that all signatory scaffold companies are operating on an equal basis, to maintain competitive conditions for signatory contractors and to provide penalties for signatory contractors who do not adhere to the terms of this agreement. This Appendix applies to signatory scaffolding contractors working in the geographical jurisdiction of this agreement as set forth in Section II of the current NCA agreement with the Southwest Regional Council of Carpenters.

10002. Should the Union allow any contractor to pay wages, fringe benefit rates, and/or utilize work rules or apprentice ratios that are different than those provided in this Appendix for purposes of bidding on any project, then such other wages, fringe benefit rates, work rules and apprentice ratios shall apply to all signatory contractors. The Union agrees to promptly notify all signatory scaffold contractors of any such modifications to the wages, fringe benefit rates and/or work rules or apprentice ratios

10002.1 JURISDICTION: This Appendix shall cover all handling, building, erection, modification and dismantling of scaffolding and work related thereto. Related work includes but is not limited to all types of access scaffold, swing stages, mast climbers, shoring, bleachers, stages, sidewalk canopies, and shrink-wrap.

10002.2 HIRING PROCEDURES.

10002.2.1 Hiring Preference: Any signatory contractor conducting scaffolding work within the geographical area covered by this Agreement, shall when hiring employees, give preference and hire such employees from among those on the Southern Nevada out of work list.

10002.2.2 Out of Area Employees: The Union agrees that when contractors bring employees from another local of the UBCJA to work on projects into the area covered by this agreement, said employees will receive at a minimum the total package negotiated under this agreement.

10002.2.3 Dispatching Procedures will be those outlined in both the Master Labor Agreement and the Uniform Hiring Hall Procedures. All employees must be dispatched to the employer from the Southern Nevada Hiring Hall.

10003. WAGE & BENEFIT RATES

10003.1 Wage and benefit rates for journeyman and apprentices are the rates specified in the master agreement.

10004. APPRENTICESHIP AND TRAINING

10004.1 The Employer may hire provisional employees who are not journeyman but may be interested in becoming journeyman scaffold erectors. These individuals will follow the procedure outlined below.

10004.1.1 The individual must be dispatched to the Employer. The pay rate for the provisional employee shall be the rate and fringes for the pre-apprentice.

10004.1.2 The Employer has three (3) weeks from dispatch to either let the Union know that the individual has made application to the Apprenticeship Program or is no longer employed.

10004.1.3 For the individual who applies to become an Apprentice, the pre-apprentice rate still applies until such time that the individual becomes an indentured Apprentice.

10005. FOREMAN, JOURNEYMAN, AND APPRENTICE RATIOS.

10005.1 A Contractor may employ one (1) apprentice for every two (2) journeymen. The Contractor must hire one (1) apprentice after ten (10) journeymen, including the foreman. After the first ten (10), then for every five (5) journeymen he must employ one (1) apprentice if available.

10006. ACCOUNTABILITY – RECORD KEEPING.

10006.1 It will be the responsibility of the union to assure compliance of this agreement. The union and applicable benefit trust funds shall have the right to audit the employer's records to determine that the proper wage rate and fund contributions have been made in accordance with the terms of this Appendix.

10007. REMEDY & BACK PAY

10007.1 Out of area employees found working in Las Vegas without proper dispatch and prior approval from the union will not be allowed to continue work and will be placed at the bottom of the out of work list.

10007.2 Employers will be responsible for paying correct wages and benefits from the time an employee starts working in the Las Vegas jurisdiction.

Any employer not paying correct wages will be required to pay “back wages, interest, penalties and benefits” owed.

- 10007.3** Any employer using more apprentices than allowed by this agreement (maintaining an improper ratio) will be required to pay journeyman wages and benefits for the apprentices that exceed the ratio permitted. This will apply from the time of the violation.
- 10007.4** All charges of violations of these paragraphs shall be considered a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes as provided in this Agreement. As a remedy for violations of the paragraphs herein, the arbitrator is empowered to award back pay to all affected employees the equivalent of lost wages as a result of any violations and to pay into the affected trust funds any delinquent contributions to such funds as a result of any violations.
- 10007.5** A penalty would be assessed against the employer for each hour found to be in violation of the agreement. The penalty would be an additional charge equal to the H & W contribution rate in effect at the time of violation. Penalty would be paid into H & W Trust fund.

APPENDIX "J"
SPECIAL WORKING RULES FOR HEAVY HIGHWAY WORK

11000. Special Working Rules for Heavy Highway Work As Detailed in Section II, Subsection 202 in Coverage: Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

11001. PUBLIC WORKS: In the event, an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates and fringe benefits shall apply to that project for the first twenty-four (24) months of the project. This period shall commence from the date of notice to proceed.

11002. If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee.

11003. On public works, the one dollar and fifty cents, (\$1.50), on Annuity for Sundays and holidays shall not apply. If the Federal Davis Bacon Act or State Prevailing Wage Law is repealed or amended, the contract may be reopened for affected sections.

11004. When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight-time rate of pay. This section will only be applicable if all craft employees are on a straight-time makeup day.

11005. It is mandatory that each employer to completes the State and Federal Prevailing Wage Surveys or the Form or to allow the Union to perform it for them.

11006. SPECIAL SINGLE SHIFTS ON PUBLIC WORKS PROJECTS: When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona-fide job requirement that work can only be performed outside the regular day shift due to safety conditions, or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. Otherwise, all time worked or hours paid for Saturdays, Sundays, and holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate. It is agreed, however, that in the operation of this shift, no employee will lose a shift's work.

11007. MULTIPLE SHIFTS: There will be no shift differential for multiple shifts on Heavy Highway work.

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APPENDIX “K”
Grievance of Disputes

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. “A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement.” *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) (“[W]e discern [] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause.” Citing, *Blessing v. Freestone*, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that “[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment.” *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator’s knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provides a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Southern Nevada Construction Master Labor Agreement shall be processed through the procedure for settlement of grievance and disputes in Article XV, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant to such Article. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as “Contractual Disputes”.

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, federal, state and local law concerning wage-hour requirements, wage payment, and meal or rest periods, including claims arising under the Fair Labor Standards Act and Nevada Revised Statutes (hereinafter “Statutory Dispute” or “Statutory Disputes”) shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix C as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Southern Nevada Construction Master Labor Agreement which are deemed Contractual Disputes). This Appendix shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Nevada Equal Rights Commission, and the Workers’ Compensation Section of the Nevada Department of Industrial Relations.

Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix C shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the procedure for settlement of grievance and disputes in Article XV or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix C, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article XV shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee’s ability to pay. Each party

shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fee to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Southern Nevada Construction Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Southern Nevada Construction Master Labor Agreement other agreement(s) between the Union and a Contractor or the Contractors.

The parties agree to review this Appendix on a regular basis and as the law evolves, engage in good faith discussions to consider modifications to maintain its effectiveness.

HFB 1902906.1 S6358002

MEMORANDUM OF UNDERSTANDING

The SOUTHWEST REGIONAL COUNCIL OF CARPENTERS (“Union”) and Nevada Contractors Association (“Employers”) hereby agree to modify the 2018 – 2023 Southern Nevada Construction Master Labor Agreement (“Master Agreement”) as follows:

1. Prefabrication yard employees shall receive the following hourly wage scale:

Trainee (0-12 months):	\$15.00/hour
Tradesman (13-24 months):	\$20.00/hour
Journeyman (After 24 months):	\$25.00/hour

2. Prefabrication yard employees shall receive the following hourly benefit package:

\$3.50 Health and Welfare*
\$0.10 Apprenticeship
\$1.00 Vacation
\$1.25 Supplemental Dues**

*No more than once per year and during the open enrollment period, eligible employees may opt into (i) the Southwest Carpenters Bronze Health and Welfare plan with a contribution of \$3.50. The Bronze plan requires a separate monthly contribution to be paid directly by the employee. If the employee fails to make such payment, they will be moved in the Basic plan.

**\$0.25 of the Supplemental Dues shall be applied against the employee’s monthly Union window dues.

3. Prefabrication yard work shall be defined as all work in connection with the assembly of building components, which would normally be assembled on the jobsite, at a permanent offsite facility dedicated to the assembly of building components. For the avoidance of doubt the assembly of soffit drops shall not be subject to the prefabrication rates set forth herein, and shall be compensated at the rates provided for in the Master Agreement. Any prefabrication yard work that is not performed in a permanent offsite facility dedicated to the assembly of building components shall be compensated at the applicable wage scale and benefits package provided for in the current Master Agreement.
4. The projects qualified for prefabrication under this MOU shall conform to the “Light Commercial” Definition in section 6000.1.
These rates apply to future projects and cannot be utilized on projects contracted prior to July 1, 2018.

- 5. Any existing Union members transferred from outside work to prefabrication yard work must be compensated at the full commercial wages and benefits provided for in the Master Agreement. Prefabrication yard employees transferred to outside work shall be compensated at the full wages and benefits applicable to such outside work as set forth in the Master Agreement.
- 6. Facilities shall have one shop steward, to be appointed by the Union, for every twenty employees; provided, however, that the Union shall have the right, but not the obligation to appoint a steward at facilities employing less than five employees.
- 7. Except as expressly modified herein, all of terms and conditions of the Master Agreement, including without limitation the right to seek work preservation as provided for in Article XXII of the Master Agreement, shall apply to the prefabrication yards.
- 8. This Agreement shall remain in full force and effect without change or modification from the date hereof through June 30, 2023. This Agreement shall continue to remain in full force and effect from year to year thereafter without change or modification unless one of the parties hereto gives written notice to the other party for proposed changes or modifications at least sixty (60) days, but in no event more than ninety (90) days prior to June 30, 2023, or June 30 of any succeeding year. In the event that this Agreement is terminated pursuant to the terms and conditions contained herein, the rates established herein may be used in connection with any jobs contracted prior to the termination date.

DATE: 7-12-2018

NEVADA CONTRACTORS ASSOCIATION
150 N. DURANGO DRIVE, SUITE 100
LAS VEGAS, NV 89145

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: 7/12/18

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS AND AFFILIATED LOCAL UNIONS
4245 WEST SUNSET ROAD
LAS VEGAS, NV 89118

SIGNED BY: _____

PRINTED NAME: Frank Hawk

TITLE: Administrative Assistant

ORIGINAL

MASTER LABOR AGREEMENT

November 2, 2020 – September 30, 2024

**MECHANICAL CONTRACTORS
ASSOCIATION OF LAS VEGAS**



AND



**UNITED ASSOCIATION OF
JOURNEYMEN AND
APPRENTICES OF THE PLUMBING
& PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA,
LOCAL UNION NO. 525
LAS VEGAS, NEVADA
AFL-CIO**

MASTER LABOR AGREEMENT

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**MASTER LABOR AGREEMENT
MECHANICAL CONTRACTORS ASSOCIATION OF LAS VEGAS
AND
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE
UNITED STATES AND CANADA,
LOCAL UNION NO. 525, LAS VEGAS, NEVADA
AFL-CIO**

This Agreement is made and entered into by and between Mechanical Contractors Association of Las Vegas (hereinafter referred to as "Association"), acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "Employers"), and Plumbers and Pipefitters Local Union No. 525 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (hereinafter referred to as "Union"). It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry if we jointly commit each of the parties to strive to:

- (a) Establish and maintain harmonious working relations.
- (b) Eliminate work stoppages or delays in the prosecution and completion of all work undertaken by the Employer.
- (c) Provide a productive economic environment in the construction industry for the benefit of the parties of this Agreement, the customer of construction services, and the community as a whole.
- (d) Improve the competitive position of the organized construction industry.

**ARTICLE I
LENGTH AND PURPOSE OF AGREEMENT**

Section 1.1 This Agreement shall be effective from November 2, 2020 to September 30, 2024 except as otherwise stated in Article XXII.

Section 1.2 The purpose of this Agreement is to establish the wages, hours and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen so that the Employer may have sufficient capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

**ARTICLE II
JURISDICTION**

Section 2.1 TERRITORIAL JURISDICTION

The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the Union by the United Association which includes Clark County, Lincoln County, Esmeralda County, the southern portion of Nye County, Nevada, and any other areas as the United Association may award to or remove from the Union.

Section 2.2 WORK JURISDICTION

1. This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabricating, assembling, erecting, installing, testing, balancing, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, (except for material suppliers who may unload material and equipment, upon delivery to a single drop location on the jobsite) distributing, tying on and hoisting of all piping materials, by any method, including all hangers and supports of every description and all other work included in the trade jurisdiction of the United Association.
2. This Agreement also covers the rates of pay, hours and working conditions of employees classified as pre-apprentices. Employees classified as pre-apprentices may perform any task which they can perform in a manner consistent with acceptable quality and safety standards.
 - (a) Pre-apprentices shall not fabricate or install material and equipment, install hangers and supports, rig, or signal, (except for pre-rigged fly boxes), be involved in testing of piping systems or do lay-out work.
 - (b) Installations requiring a composite crew shall be performed by journeymen or apprentices.
 - (c) The unloading and setting of kitchen equipment shall be performed by journeymen and apprentices.
3. Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by employees covered by this Agreement.
4. The operation of pumps, air compressors and welding machines when used in conjunction with work covered by this Agreement shall be done by employees covered by this Agreement. The testing and balancing of all plumbing and pipefitting systems or component parts thereof shall be done by employees covered by this Agreement.
5. It is understood that the settlement of jurisdictional disputes with other Building Trades organizations shall be adjusted in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, as said Plan may be amended by the Building and Construction Trades Department. All parties agree to be bound by this Plan and that grievances or disputes regarding jurisdictional disputes shall be resolved solely through said Plan, and shall not be processed in accordance with Article IX of this Agreement.
6. It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in Section 4 of the Constitution of the United Association.
7. There shall be no work stoppage because of jurisdictional disputes.

ARTICLE III**3**

Section 3.1 INDUSTRIAL WORK

Industrial Work shall mean work on any project which has, as its principal purpose, the production of a product by combining, separating, or otherwise altering the chemical or physical characteristics of a material, whether solid, liquid or gaseous, for use by a consumer. All work performed on such project shall be classified as Industrial. Industrial Work shall include work performed under the applicable industrial agreements.

**ARTICLE IV
ECONOMIC PACKAGE**

Section 4.1 JOURNEYMAN				
	11/9/20	10/1/21	10/1/22	10/1/23
Wage per hour	\$48.30	+\$3.00	+\$2.50	+\$2.50
Organizing Fund*	[.20]			
Community Action Fund	[.05]			
UA Political Education Fund*	[.05]			
Local 525 Market Recovery Fund*	[.70]			
Working Assessment	4.9%			
FRINGE BENEFITS				
Pension & Retirement	10.25			
National Pension	.48			
Health & Welfare	10.33			
H&W Substance Abuse	.06			
Apprentice/Journeyman Training	1.84			
Contract Administration Fund	.35			
UA National Training	.10			
UCIC	.02			
TOTAL FRINGES	23.43			
TOTAL W/F	\$71.73			

*These are taxable wages and sent by separate check to the Trust Fund Administrator.

(a) The Union may allocate annual package increases to wages and/or existing fringe benefit funds by giving notice to the Association and the Employers thirty (30) days prior to date of annual increase. –Any allocation to wages shall be allotted in a manner that keeps the amount of included paid leave compensation at 6.5359% of the wage per hour.

(b) Future allocations of unestablished fringe benefits will be decided by the Union and ratified by the Joint Labor Management Board.

(c) The paid leave compensation provided to employees as a component of the employee wage rates set forth in Article IV qualifies the Employers for the exemption

set forth in NRS 608.0197(8)(a) as currently interpreted. In the event any subsequent legal action, including but not limited to subsequent legislative action; decisions or interpretations by a court, agency, or other competent legal body, to encompass any enforcement guidance provided by the Nevada Labor Commissioner; or regulations have the effect of rendering the Employers as falling outside the scope of the exception currently set forth in NRS 608.0197(8)(a), or as it may be subsequently modified, the parties will meet in a timely manner and modify the MLA in a manner that will allow the Employers to retain coverage under said exception.

Section 4.2 APPRENTICE

1. Percent of Journeyman Pay

Wage per hour Percent of Journeyman (includes wage deductions)

1st step	45%
2nd step	50%
3rd step	55%
4th step	60%
5th step	65%
6th step	70%
7th step	75%
8th step	80%
9th step	85%
10th step	90%

FRINGE BENEFIT CONTRIBUTIONS ON BEHALF OF APPRENTICES SHALL BE THE SAME HOURLY RATE AS FOR JOURNEYMEN.

2. Fringe benefits will be paid for actual hours worked in accordance with the Master Labor Agreement.

Section 4.3 PRE-APPRENTICE

Wages per hour are equal to thirty-two (32) percent of the journeyman base wage.

Wages per hour	\$15.46			
Organizing Fund*	[.20]			
Market Recovery Fund*	[.70]			
UA Political Education Fund*	[.05]			
Community Action Fund	[.05]			
Working Assessment	4.9%			

Pensions	-0-			
Health & Welfare	3.84			
H&W Substance Abuse	.06			
Apprentice/Journeyman Training	.63			
Contract Administration Fund	.35			
UCIC	.02			
UA International Training	.10			
TOTAL FRINGES	\$5.00			
TOTAL W/F	\$20.46			

Fringe benefit contributions to Health & Welfare and Contract Administration Funds on behalf of pre-apprentices shall be the same hourly rate as for journeymen.

* These are taxable wages and sent by separate check to the Trust Fund Administrator.

Section 4.4 FOREMAN AND GENERAL FOREMAN

1. The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer. General foremen, and in the absence of a general foreman, a foreman, shall take orders from one corporate representative designated by the Employer.
2. The foreman wage rate shall be eleven (11) percent above the journeyman wage per hour.
3. The general foreman wage rate shall be twenty-two (22) percent above the journeyman wage per hour.
4. Fringe benefit contributions on behalf of foremen and general foremen shall be at the same hourly rate as for journeymen.

Section 4.5 SHOW-UP PAY

1. An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report, and an employee who reports for work, and for whom work is available shall receive not less than four (4) hours pay and, if more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay. Exceptions, however, shall be when strike conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.
2. An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, or other conditions beyond the control of the Employer, will receive two (2) hours pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In

order to qualify for the pay provided for in this Article, the employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions, or other conditions beyond the control of the Employer, the employee shall receive pay for the actual time on the job but, in no event, less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

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.

4. Any journeyman dispatched as a welder who fails an Employer's welding test shall receive two (2) hours show-up pay.

Section 4.6 PUBLIC WORKS PROJECTS

1. In the event an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates shall apply to that project for the duration of that project but not to exceed two (2) years. Maintenance of Health & Welfare fringe benefits will apply with each increase. Any agreement that requires maintenance of all fringe benefits shall be recognized. For example: PLAs, CWAs etc. The Union shall have access to view a conformed copy of the final bid.

2. Any Employer that specifically excludes Article XVIII (Contract Administration Fund) from this Agreement, shall instead pay an amount equal to the current Contract Administration Fund contribution per hour to the Las Vegas Joint Apprenticeship and Training Committee (Training Fund), in addition to the current Training Fund contribution set forth in Article XVII and forward the total amount per man hour contribution to the Joint Apprenticeship Training Fund for each hour worked on prevailing wage projects for the duration of that project.

Section 4.7 HOLIDAYS

All work performed on the following holidays shall be paid at two (2) times the straight time wages per hour:

- New Year's Day (January 1)*
- Martin Luther King Jr. Day (third Monday of January)
- President's Day (third Monday in February)
- Memorial Day (last Monday of May)
- Independence Day (July 4)*
- Labor Day (first Monday in September)
- Veterans Day (November 11)*
- Thanksgiving Day (the fourth Thursday in November)

- Friday after Thanksgiving Day and
- Christmas Day (December 25)*

*If any of the above holidays fall on a Sunday, the Monday following shall be observed as the paid holiday. If any of the above holidays fall on a Saturday, the Friday preceding shall be observed as the paid holiday.

Section 4.8 FRINGE BENEFIT CONTRIBUTIONS

All fringe benefit contributions shall be paid at the regular rate for all hours worked.

Section 4.9 ZONE PAY

1. Zone Pay – Public Works

- (a) Employees performing work on Public Works Projects covered by this Agreement shall be entitled to the following wage rates for all hours worked. Zone distances are calculated on an air mile radius from the Clark County Regional Justice Center.

<u>Zone</u>	<u>Wage Rate</u>
Zone 1 (0-20 miles)	Base Wage Rate
Zone 2 (20-45 miles)	\$3.75 Above Base Wage Rate
Zone 3 (45-75 miles)	\$7.50 Above Base Wage Rate
Zone 4 (over 75 miles)	\$11.25 Above Base Wage Rate

2. _____ Zone Pay – Private Works

- (a) Employees performing work on Private Works Projects covered by this Agreement shall be entitled to the following daily zone pay. Zone pay distances are calculated on an air mile radius from the Clark County Regional Justice Center.

<u>Miles</u>	<u>Amount Per Day</u>
0-20 miles	Free Zone
20-45 miles	\$30 Zone Pay
45-75 miles	\$60 Zone Pay
Over 75 miles	\$90 Zone Pay

- (b) On any job in a zone over 45 miles from the Clark County Regional Justice Center, where six (6) or more journeymen are employed by an Employer, the Employer shall furnish a job shack if no other suitable facilities are available.

- (c) When adequate living facilities are not reasonably accessible from a remote Industrial subsistence job, the Joint Labor Management Board shall determine if board and lodging must be provided in lieu of subsistence or any portion thereof.

ARTICLE V RECOGNITION

Section 5.1 The Association and signatory Employers recognize the Union as the sole and exclusive collective bargaining representative for the employees engaged in work covered by this Agreement, and each signatory Employer acknowledges and agrees that a majority of its employees performing covered work has authorized the Union to represent them in collective bargaining

Section 5.2 The Union recognizes the Association as the exclusive bargaining agent, for the multiemployer bargaining unit described above, and for individual Employers who have authorized the Association to act as bargaining agent, for all labor relations matters, including but not limited to, administration, modification, renewal and negotiation of a successor agreement as provided in this Agreement.

Section 5.3 By execution of this Agreement, the Employer authorizes the Association to act as its collective bargaining agent for all matters relating to negotiating this Agreement. The parties agree that the Employer will hereafter be a standing member of the multi-employer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one-hundred and twenty (120) days prior to the expiration of this Agreement. The Union shall not negotiate nor execute a separate Agreement with any Employer which is part of the multi-employer bargaining unit unless that Employer has served the aforementioned written notice.

ARTICLE VI UNION RIGHTS

Section 6.1 Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work; and further provided such Union representatives comply with customer rules.

Section 6.2 A steward shall be a working employee appointed by the Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his duties as cannot be performed at other times. The Employers agree to provide the steward, business manager, or business agent a job roster of LU 525 dispatched employees, including new hires, transfers and terminations on an as needed basis. The steward will receive the copy of the LU 525 dispatch. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employers agree to allow stewards a reasonable amount of time for performance of such duties. The Union shall notify the Employer of all such appointments in writing. The Employer shall notify the Union in writing, fax, or email twenty-four (24) hours prior to termination or transfer of a steward. A grievance resulting from the termination of a steward shall be heard by the Joint Labor Management Board within five (5) working days of the termination. If the Employer is found to have violated Section 6.2, the steward shall be awarded back pay and be reinstated. It is recognized that a steward is a desired part of a crew and will only be terminated for just cause or lack of work. If additional men are required to work overtime, the steward will be included, if qualified.

Section 6.3 Employers working under this Agreement agree not to perform any of the functions covered by this Agreement, either during or after regular working hours without using employees dispatched from the Union, under this contract and in the proper classification. Employees dispatched under this Agreement will work under the terms and conditions of this Agreement. Employers may do any work of the trade at any time.

ARTICLE VII MANAGEMENT RIGHTS

Section 7.1 It is the intent of all parties to this Agreement that the employees will furnish a full fair day's work for a day's pay. There shall be no discrimination against anyone, by either party, for reasons of color, race, religion, national origin, sex, age, disability or sexual orientation. Any reference to the male gender in this Agreement shall be deemed to include all genders.

Section 7.2 Subject to the limitations set forth in this Agreement, the Employer has the right, in its sole discretion, to manage its business, determine the size and the composition of the workforce, the selection of supervision, including foremen, the content and duration of the workday, starting and quitting time, the equipment, methods and facilities to be used, including changes or improvements in such equipment, methods or facilities. Additionally, the Employer has the exclusive prerogative to establish, eliminate, change or introduce new or improved methods to meet or maintain changing quality and safety standards.

Section 7.3 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restriction on efficient use of manpower other than as may be required by safety regulations.

Section 7.4 Employees working under this Agreement agree not to perform any of the functions covered by this Agreement, either during or after regular working hours, for any person other than the Employer. An employee may, without compensation, perform work covered by this Agreement after regular working hours. Failure by an employee to comply with this requirement shall be just cause for discharge.

Section 7.5 Slowdowns and featherbedding practices will not be tolerated and will constitute just cause for discharge.

Section 7.6 Employers covered by this Agreement shall provide safe and healthful working conditions in compliance with regulations established under the Nevada Occupational Safety and Health Act.

ARTICLE VIII NO STRIKE, NO LOCKOUT

Section 8.1 During the term of this Agreement and any extension thereof, including but not limited to that period of time during which issues unresolved in negotiations for a successor agreement are pending before the Industrial Relations Council, there shall be no strikes, lockouts, work stoppages, slowdowns, sick outs, withholding of labor or other interference with the daily working relationship between the Employer and the Union. However, in cases where an Employer fails to pay wages or fringes provided by this

Agreement and such failure to pay is not the subject of a pending grievance or arbitration filed by either the Employer or the Union, the Union may take economic action against such Employer.

Section 8.2 It is understood that employees covered by this Agreement shall have the right to refuse to cross any picket line sanctioned in writing by the Southern Nevada Building and Construction Trades Council, and the refusal of employees covered by this Agreement to cross such a picket line on any job or construction project shall not be considered a breach of this Agreement or strike or concerted refusal to perform work. Unauthorized picket lines shall not be recognized. The Union agrees to provide an information card to all employees outlining the operation of a legal two-gate system.

Section 8.3 There shall be no illegal strikes, work stoppages or lockouts.

ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1 Any dispute (excluding jurisdictional disputes) arising during the term of this Agreement as to the rights and obligations of the Union, employees or Employers, must be called to the attention of a representative of the Union or the Employer, in writing, (the "grievance") within ten (10) working days from the date the act or omission giving rise to the dispute occurred.

The time limit provided for in this section of this Article is of the essence, and if not waived or extended by agreement in writing between the Union and the Association, shall operate to deny the grievance and the dispute will be deemed finally resolved against the grievant(s)

Section 9.2 Immediately upon receipt of a grievance as referred to in Section 9.1, every effort possible shall be made to resolve the dispute. Should the dispute remain unresolved five (5) working days after receipt of the grievance, the dispute shall be referred to the Joint Labor Management Board composed of three (3) representatives of the Union and three (3) representatives of the Association. Said Committee shall meet within two (2) working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Joint Labor Management Board reserves the right to make the final decision in any dispute and final interpretation of any of the provisions of this Agreement.

Section 9.3 In the event the Union and the Employer, or the Association on behalf of the Employer, are unable to reach grievance resolution at the Joint Labor Management Board, and before any unresolved dispute is referred to arbitration, the parties agree to first mediate the unresolved dispute. All grievances referred to mediation shall be processed according to the Memorandum of Understanding dated September 6, 2016, see Appendix C.

Section 9.4

1. In the event a grievance is not satisfactorily settled by the Joint Labor Management Board within five (5) working days after the Joint Labor Management Board considered the grievance, the Union, the Employer or Employers involved in the dispute, or the Association, if the Association is or elects to be a party to the dispute, may elect to submit the grievance to impartial arbitration by notifying all interested parties in writing to that

effect. The Union and the Association or the affected Employer, as the case may be, may mutually agree to select a disinterested person to act as an impartial arbitrator. In the event agreement is not reached within five (5) working days after the parties have received written notice that one or more of them have elected to submit the dispute to binding arbitration, an impartial arbitrator shall be selected from a list furnished by the United States Federal Mediation and Conciliation Service (FMCS), by having the parties alternatively strike names from such list. Within five (5) working days after receipt of the list from FMCS, the person whose name remains shall be the impartial arbitrator.

2. The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement.

3. Each party to this Agreement shall bear the expense of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

ARTICLE X REFERRAL AND HIRING PROCEDURE

Section 10.1 EXCLUSIVE HIRING

1. Employers shall hire journeymen, apprentices and pre-apprentices by calling the Union. Whenever an Employer requires employees on any job, he shall notify the Union, either in writing, by telephone or e-mail, stating the location, starting time, approximate duration of the job, type of work to be performed and number of employees required.

2. The Union agrees to furnish to the Employer, at all times, qualified journeymen, apprentices and pre-apprentices in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

3. If, upon request, the Union is unable within forty-eight (48) hours to supply employees, including journeymen with special skills, or certifications the Employer may secure employees from any other source. The time requirement of this Section does not apply in the event of a strike, or if List 1 and/or List 2 is depleted and employees from other United Association jurisdictions are being employed. In this case the Union shall have seventy-two (72) hours to supply employees from List 3.

4. An Employer who is currently in default on wages or fringe benefits shall not be entitled to secure employees under the procedures of subsection three (3) above.

Section 10.2 REFERRAL

1. Upon an Employer's request for employees, the Union shall immediately refer qualified and competent journeymen to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement. Journeymen shall be referred from the appropriate list in the following order of referral:

(a) Journeymen shall be referred from List 1 in successive order as their names appear on the out-of-work list, and, when List 1 has been exhausted, journeymen shall be

referred from List 2 in successive order as their names appear on the out-of-work list and when List 2 is exhausted, journeymen shall be referred from List 3 in the same order.

2. The above referral procedure shall be implemented with the following exceptions:

(a) Employers may request every other journeyman by name from List 1, without regard to the requested journeyman's place on the out-of-work list. Reductions in force within fifteen (15) days of referral must apply equally to the journeymen requested by name. Layoffs shall alternate from name call to list hire or list hire to name call.

(b) Employers may request any journeyman from List 1 within one hundred twenty (120) days of separation from the Employer. The Employer making the request must also be the journeyman's immediate past Employer. The Employer's request shall be honored without regard to the requested journeyman's place on the out-of-work list. Requests made under this subsection do not count as part of the 50-50 name call process outlined in subsection 2 (a).

(c) Bona fide requests by Employers for journeymen with certifications, special skills and abilities shall be honored. The dispatchers shall dispatch persons possessing such certifications, skills and abilities in the order in which their names appear on List 1. Journeymen shall work in the class of work requested using the certification called for. Journeymen called for by certification shall be considered part of the 50-50 name call process.

(d) Employees receiving termination slips from an Employer marked "not eligible for rehire" shall not be referred to that Employer for a period of six (6) months, by the Hiring Hall without a request from the Employer.

3. In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

4. The Employer shall retain the right to reject any applicant referred by the Union.

5. Applicants referred for employment shall report to the Employer's office unless directed to report elsewhere.

6. Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

7. The current out-of-work list shall be posted at the Union Hall. The out-of-work list shall contain relevant information of special skills and certifications for each employee listed. A copy of List 1 out-of-work list shall be provided to the Association upon request.

Section 10.3 NON-DISCRIMINATORY REFERRAL

1. The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964, and all amendments thereto, and shall not be based on or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policy or requirement.

2. The Union acknowledges that the administration and conduct of the Hiring Hall are matters within its exclusive control and the Employers do not share responsibility or liability in respect thereto.

Section 10.4 APPRENTICES AND PRE-APPRENTICES

1. APPRENTICES

Selection and employment of the required number of apprentices and the administration of the local apprenticeship system shall be governed by the terms and procedures established by the Joint Apprenticeship and Training Committee.

2. PRE-APPRENTICES

The Union shall maintain a registration list for pre-apprentices. Employers may request pre-apprentices by name without regard to the pre-apprentice's place on the registration list. If the Union is unable to furnish pre-apprentices, the Employer may secure pre-apprentices from any other source. Pre-apprentices must register at the Hiring Hall and be dispatched.

3. Subject to availability, apprentices and/or pre-apprentices shall be as signed to:

(a) Industrial Work

- (I) Apprentices on a basis of one (1) apprentice for five (5) journeymen.
- (II) Pre-apprentices on a basis of one (1) pre-apprentice for five (5)

journeymen.

(b) Master Labor Agreement Work

(I) In order to establish the apprentice and pre-apprentice-to-journeyman ratio intended in this Agreement, the following hiring sequence shall be observed and not exceeded:

Field Work: The following ratio is permissible in the field and includes new construction and remodel and renovation work, one (1) journeyman to one (1) apprentice to one (1) pre-apprentice.

Fabrication Shop Work: The following ratio is permissible in a fabrication shop, one (1) journeyman to two (2) apprentices to one (1) pre-apprentice.

4. The ratios of apprentices and pre-apprentices to journeymen shall be maintained on a jobsite basis to the end that no jobsite shall have a higher ratio of apprentices and/or pre-apprentices to journeymen than that intended by the provisions of this Agreement; provided, however, that pre-apprentices and/or apprentices may perform deliveries to the jobsite, including to the floor level on which the material is to be used, and may perform clean-up work on the jobsite even though their temporary presence, in either case, would exceed the jobsite ratio, so long as the ratios designated in this Agreement are not exceeded shop-wide.

5. Apprentices shall be under the direct supervision of a specific journeyman on the jobsite in the same class of work.
6. Pre-apprentices shall work under the supervision of a journeyman on the jobsite.

**ARTICLE XI
HOURS OF WORK, OVERTIME AND SHIFT WORK**

Section 11.1 STARTING WORK

1. Five (5) consecutive days shall constitute a week's work, Monday through Friday, eight (8) hours per day, between 6 a.m. and 4:30 p.m., except for the months of May 15 through September 15 in which 5 a.m. may be the starting time with a scheduled meal period of one-half ($\frac{1}{2}$) hour without pay.
2. There shall be one starting time per shift, per jobsite, per Employer. EXCEPTION: Starting times may be adjusted one-half ($\frac{1}{2}$) hour by mutual consent of the Employer and Union, due to parking conditions.
3. Pre-apprentices may have a starting time commencing one (1) hour before or after established starting time.
4. After an employee has worked twelve (12) hours, a meal period of one-half ($\frac{1}{2}$) hour shall be allowed on the Employer's time, at the overtime rate, and every four (4) hours thereafter of overtime worked.
5. An Employer may implement a minimum work week of three (3) consecutive days, Monday through Friday, at the straight time rate of pay for remodel or renovation work in or on the property of occupied hotels, motels, condominiums and apartment buildings, and public works buildings.
 - (a) The Employer may choose to start a shift at any hour and may have more than one (1) crew starting at different times within a twenty-four (24) hour period at the straight-time rate of pay. The Employer may change the shift from week-to-week, given the work week remains three (3) consecutive days.
 - (b) When a minimum three (3) day through five (5) day, eight (8) hour work shift is established, the following rules apply:
 - (i.) Overtime worked on a regular work day, Monday through Friday, shall be paid at a rate of one and one-half ($1 \frac{1}{2}$) times the straight time rate of pay for the first two (2) hours worked before or after the regular eight (8) hour shift, and at two (2) times the straight time rate of pay for all hours in excess of ten (10) hours. The first ten (10) hours worked on Saturday will be paid at a rate of one and one-half ($1 \frac{1}{2}$) times the straight time rate of pay and all hours in excess of ten (10) hours, and Sundays and holidays, will be paid at two (2) times the straight time rate of pay.
 - (c) When a four (4) day, ten (10) hour work week is established, the following rules apply:

- (I.) Hours worked after forty (40) hours in one (1) week, and up to eight (8) hours per day on non-established shift days, shall be paid at one and one-half (1 ½) time the straight time rate of pay.
- (II.) —Overtime after ten hours per day shall be paid at two (2) times the straight time rate of pay.
- (III.) Hours worked after eight (8) hours on non-established shift days and all hours worked on Sundays and holidays shall be paid at two (2) times the straight time rate of pay.

Section 11.2 OVERTIME

1. It is agreed that overtime is undesirable and not in the best interest of the industry or the craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.

2. Overtime worked on a regular work day, Monday through Friday, will be paid at a rate of one and one-half (1½) times the straight time rate for the first two hours worked before or after the regular eight (8) hour shift, and at two (2) times the straight time rate for all hours in excess of ten (10) hours. The first ten (10) hours worked on a Saturday will be paid at a rate of one and one-half (1½) times the straight time rate and all hours in excess of ten (10), and Sundays and holidays will be paid at two (2) times the straight-time rate.

3. A work week of four (4) consecutive ten (10) hour days, at straight-time Monday through Thursday with no rotating shifts, may be implemented by mutual agreement by the Employer and the Business Manager on a job-by-job basis. Overtime after ten (10) hours per day or forty (40) hours in the four-day week shall be paid at the double-time rate of pay. Where it becomes necessary to work Friday and/or Saturday, it will be paid at time and one-half (1 ½) for the first eight (8) hours of work. Hours worked after eight (8) hours on Friday and Saturday, and all hours worked on Sunday and holidays shall be double-time.

4. An eight (8) hour break between shifts shall be observed and at no time shall premium time be paid on premium time.

Section 11.3 SHIFTWORK

1. Shift work is permitted when the shifts are of five (5) or more days duration. The Employer shall determine the number of employees to be assigned to each of the shifts established.

(a) The first shift shall work a regular eight (8) hour day between the hours of 6 a.m. and 4:30 p.m., except as noted in Section 11.1 (May 15 through September 15).

(b) The second shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employee's own time, and shall receive an additional two (2) dollars per hour.

(c) The third shift shall work a minimum of eight (8) hours, not including a one-half (½) hour lunch period on the employees own time, and shall receive an additional four (4) dollars per hour.

(d) A second work shift extending past midnight shall be paid at the third shift rate for the entire second shift.

ARTICLE XII PAYDAY, ACCOUNTABILITY AND TERMINATION

Section 12.1 Each Employer shall pay his employees by quitting time each Friday or the day before a holiday if the holiday interferes with the normal payday. Not more than five (5) days wages may be withheld in any payroll week. When employees are laid off or discharged, they shall be paid in full at the time of termination of employment. If any employee quits, he will be paid in full at the end of the next regular pay period. Any employee required to wait for his pay after it is due, through any fault of the Employer or his representatives, shall be compensated as follows until the employee is properly paid; one-hundred fifty (150) dollars for Saturday, three-hundred (300) dollars for Sunday and/or a day observed as a holiday, and double-time rate of pay not to exceed eight (8) hours in every twenty-four (24) hours for each business day thereafter.

Section 12.2 Each employee that receives a paycheck on time, in accordance with Section 12.1, but has the check returned for non-sufficient funds (NSF) due to bank error, shall be reimbursed for any and all bank charges. The Employer agrees to promptly reimburse the employee for any and all documented bank charges assessed against the employee's checking account through any fault of the bank error.

Section 12.3 Each employee shall be given a separate check stub or prepared slip showing the information required by law.

Section 12.4 All payroll checks shall be written from a bank with branch offices located in Southern Nevada. Automatic deposit will be allowed if agreeable between the employee and the Employer. The Employers will furnish a receipt noting the amount and date of the deposit.

Section 12.5 Employees may only be terminated for just cause. Upon termination, the Employer will make out a notice of termination slip setting forth the reason for termination, giving one (1) copy to the employee, one (1) copy to the Union, one (1) copy to the Association and one (1) copy for the Employer's file.

ARTICLE XIII SUPERVISION

Section 13.1 The selection of craft foremen and general foremen shall be the responsibility of the Employer.

Section 13.2 On any job where there are three (3) or more journeymen there shall be a foreman, selected by the Employer. A foreman may not work more than ten (10) journeymen and shall be entitled to perform any duties normally assigned to a journeyman.

When a job requires more than two (2) crews of ten (10) journeymen each, there shall be a designated general foreman, selected by the Employer, and shall receive general foreman's rate of pay. A general foreman shall not be general foreman on one (1) job and a foreman on another job at the same time.

Section 13.3 The normal chain of command is as follows: One (1) corporate representative to superintendent, superintendent to general foreman, general foreman to foreman, foreman to journeyman and journeyman to apprentice. Foreman or journeyman may direct pre-apprentices. No journeyman shall be required to take orders from more than one foreman. Shop owners or one (1) designated corporate representative may give orders directly to the employee. The employer will notify the Union in advance who the designated corporate representative is.

ARTICLE XIV JOINTLY ADMINISTERED FRINGE BENEFIT FUNDS

Section 14.1 The Association and the Union and all other Employers covered by this Agreement agree to be bound by all of the terms of the trust agreements creating the Health and Welfare Fund, the Pension and Retirement Plan, the Joint Apprenticeship Committee and any other jointly administered fringe benefit funds established pursuant to Section 302 of the Labor Management Relations Act of 1947, as amended, and by all of the actions and rules of the Trustees administering such funds in accordance with the trust agreements and regulations of the Trustees, provided that such trust agreements, actions, regulations and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under and in accordance with such trust agreements. The Employers and the Union hereby ratify all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 14.2 All contributions are due and payable on the first day of each month, for hours worked through the last payroll period in the prior month, and become delinquent if not postmarked on or before the 20th day of the month and deposited in the "Lock Box" account at the custodial bank, or such other banking institution as may be determined by the Joint Labor Management Board.

In addition to any other remedies to which the parties may be entitled, a delinquent Employer shall pay liquidated damages to the extent provided in the current, applicable plan document.

Further, if it is determined that an Employer has been delinquent more than once in any twelve (12) month period, the Employer shall be required to pay fringe benefit contributions by the 10th day of the month for the following twelve (12) months.

When it becomes necessary to bring suit to collect delinquent contributions, the parties agree that the court costs and expenses of such suits, plus attorney fees, shall also be recovered from the delinquent Employer, to the extent provided in the current, applicable plan document.

Section 14.3 With the exception of the National Pension Fund, monthly contributions to the jointly administered fringe benefit funds, the Organizing Fund, the Market Recovery Fund, the UA Political Education Fund and the Contract Administration Funds shall be consolidated on one report form and paid by one check, postmarked on or before the 20th day of each month following the month for which payment is being made and deposited into the "Lock Box" account. The bank will promptly remit by cashier's check to each individual fund. The National Pension Fund contributions shall be sent by separate check and reach the fund office in Maryland by the 20th day of each month. All fringe benefit contribution checks shall be written from a Southern Nevada Bank.

Reporting forms shall be furnished by the Health and Welfare Fund.

Section 14.4 The Trustees of each fund are empowered to enforce payment of contributions. In the event payment is not made within fifteen (15) days following the 20th day of the month, the Union shall be authorized to remove the employees from the job or shop of any such Employer notwithstanding the provisions of Article VIII, Section 8.1 of this Agreement. Employer rights under Section 10.1 subsection (3) are revoked when an Employer is delinquent in payment of contributions.

Section 14.5 Upon signing this Agreement, each Employer employing employees from the Union shall furnish the Union a surety bond in the designated amount.

LU 525 Members	Bond Requirement
1 - 5	\$4,000
6 or more	\$20,000

All surety bonds shall have a January 1st anniversary date.

It is agreed that habitual delinquents shall be required to secure additional bonding in accordance with the decisions of the Joint Labor Management Board.

Copies of the surety bond shall be furnished to the Union and the Association. The Union and the Association shall be notified of cancellation or reinstatement by the surety.

ARTICLE XV HEALTH AND WELFARE FUND

Section 15.1 Each Employer covered by this Agreement shall pay to the Local 525 Health and Welfare Fund the distributed amount as shown in the current Health & Welfare contribution listed in the economic package in Article IV, plus \$.06 for substance abuse testing, per hour for each hour worked by and for all employees covered by this Agreement.

ARTICLE XVI PENSION FUNDS

Section 16.1 Each Employer covered by this Agreement shall pay to the Local 525 Pension and Retirement Plan the distributed amount in the economic package in Article IV per hour for each hour worked by and for all employees covered by this Agreement, except pre-apprentices.

Section 16.2 Each Employer covered by this Agreement shall pay to the National Pension Fund the distributed amount in the economic package in Article IV per hour for each hour worked in accordance with the Revised Standard Form of Participation Agreement attached to and made part of this Agreement by and for all employees covered by this Agreement, except pre-apprentices.

ARTICLE XVII APPRENTICE/JOURNEYMAN TRAINING FUND

Section 17.1 Each Employer covered by this Agreement shall pay to the Joint Apprenticeship and Training Committee the distributed amount in the economic package

in Article IV per hour for each hour worked by and for all employees covered by this Agreement. Payments received by this fund shall be used for the purpose of conducting training programs for apprentices and journeymen and for the hiring and employment of personnel to conduct such programs. The Employer further agrees to comply with the provisions of the Apprenticeship Standards registered with the Nevada State Apprenticeship Council under the sponsorship of the Plumbers and Pipefitters Local Union 525 Apprentice and Journeyman Training Trust for Southern Nevada.

ARTICLE XVIII CONTRACT ADMINISTRATION FUNDS

Section 18.1 Employers bound to this Agreement by reason of written authorizations given to the Association, or by becoming signatory thereto on an individual basis, acknowledge that services of great value are performed by the Association in the negotiation and administration of this Agreement, and in maintaining an open line of communications with the Union, all levels of governmental authority, and the industry in general.

Section 18.2 Each Employer bound to this Agreement, whether through representation by the Association or individually, shall pay Contract Administration Funds in the amount of thirty-five (35) cents per hour for each hour worked by all employees covered by this Agreement.

Section 18.3 Contract Administration Funds shall be administered solely at the discretion and direction of the Board of Directors of the Association, or by agents duly authorized by said Board.

Section 18.4 Any dispute regarding an Employer's obligation to make the payments provided for by this Article, shall be resolved by arbitration and in no other manner.

Section 18.5 In the event an independent Employer specifically excludes the provisions of Article XVIII from the Employer's Agreement, the Employer shall pay for each man-hour worked including hours worked on prevailing wage projects, an additional contribution to the Joint Apprenticeship and Training Committee in the same amount that would otherwise be paid to the Contract Administration Fund. Upon demand of any Employer, who objects to the payments specified in Section 18.2, the Union shall bargain individually with the Employer concerning the Union's request that the Employer include Section 18.5. However, the additional training fund contribution due from Employers who have excluded the provisions of Article XVIII is not subject to such individual bargaining.

Section 18.6 The Association shall pay for all administrative expenses incurred in the operation of the Contract Administration Fund.

ARTICLE XIX WORK RULES AND MISCELLANEOUS PROVISIONS

Section 19.1 The following working rules are applicable to all work covered by this Agreement:

1. Every journeyman and apprentice shall report to the jobsite with the required tools as listed in Appendix "B" - Tool List, which the Steward or a company representative may check to verify and the employee will be given ample time to rectify any errors. Replacement tools purchased by journeymen shall be American made. The Employer shall

furnish a secure lock-up area. Tools lost as a result of fire, flood or a theft involving forcible entry, shall be replaced by the Employer.

2. Apprentices working under the jurisdiction of this Agreement will be eligible for one (1) set of American made hand tools, upon indentureship to the Apprenticeship program. The Contract Administration Fund will provide the first set of tools to the apprentice at first dispatch, as itemized in Appendix "B".

3. Employees shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until the quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages. Employees shall be allowed sufficient time to properly secure tools.

4. Practices not a part of the terms and conditions of this Agreement shall not be recognized and piece work shall not be permitted.

5. Upon the start of each shift, iced potable drinking water and drinking cups shall be furnished the employees as soon as practical.

6. In the event an employee is injured on the job and is required to leave the job for medical attention, employee shall be transported by the Employer to a medical facility and paid for time lost on the day of injury. After treatment, the employee shall return to the jobsite, if able to return to work, otherwise returned to his local residence. Employees sustaining lost time injuries may be released to full duty by a medical doctor or may return to work in a transitional duty classification, while still under a doctor's care, at sixty-six and two-thirds (66 2/3) percent of the regular wage rate, provided the employee performs no covered work.

7. The Union shall not dispatch employees until the Employer has furnished to the Union and to the Association the following information:

- (1) Firm name, address, name of owners and whether an individual partnership or corporation.
- (2) Nevada Employment Security Account Number.
- (3) Nevada State Contractor's License Number.
- (4) Master Plumber's Name and License Number.
- (5) Federal Employer Identification Number.
- (6) Name of Liability Insurance Carrier and Copy of Certificate of Insurance.
- (7) Evidence of Workers' Compensation Self Insurance or an Insurance Carrier Licensed in the State of Nevada.
- (8) Copy of Union Surety Bond.
- (9) Copy of Signed Labor Agreement or Evidence of Association Membership.

Forms for reporting items one (1) through nine (9) will be provided by the Joint Labor Management Board.

Upon change of ownership, or any other changes in items one (1) through nine (9), notification must be made immediately.

8. Licensed contractors and licensed master plumbers are not eligible for dispatch as such.

9. PARKING. When a job is located in a congested area and area conditions indicate a problem may exist, parking arrangements will be settled for that job between the Employer and the Union prior to the commencement of work. Taken into consideration in those discussions will be on-street parking or Employer furnished parking, within a reasonable distance of the jobsite, and, if necessary, commercial parking in the vicinity. Car-pooling will be encouraged.

Section 19.2 All employees at the time of referral must have in their possession a completed Form I-9, or two (2) types of approved identification required by the U.S. Immigration and Naturalization Service.

Section 19.3 A Substance Abuse Policy is incorporated herein as Appendix "A".

Section 19.4 JOURNEYMAN TRAINING. As the training program develops, journeymen will be encouraged to take a minimum of ten (10) hours of classes each year to keep themselves upgraded to industry needs.

Section 19.5 WATER FEATURES. Many hotel/casino projects have simulated explosions, fire, smoke and fog features, etc. in man-made lakes, fountains, rivers and waterfalls which may incorporate exotic piping and installation challenges. These piping installations may create unusual and/or dangerous working environments. There is agreement that a premium should be paid for underwater work as follows:

- 1.** The dive team shall consist of a two (2) buddy-team plus one (1) topside observer. Dive team members shall receive one and one-half (1½) times the regular rate of pay only for time actually in the water.
- 2.** Any portion of an hour that the dive team is in the water will be paid at one and one-half (1½) the rate of pay for the entire hour.
- 3.** All overtime hours in the water will be paid at two (2) times the rate for the first ten (10) hours on Saturday and the first two (2) hours after a regular eight (8) hour workday. All other overtime will be paid at two and one-half (2½) times the rate for working in the water.

Section 19.6 PREVAILING WAGE SURVEY. Each Employer covered by this Agreement shall complete the state's annual prevailing wage survey by the deadline established by the Nevada Office of the Labor Commissioner. Violators of this Section will be subject to appear before the Joint Labor Management Board in accordance with Article IX of this Agreement.

ARTICLE XX FABRICATION

Section 20.1 The parties agree that this Article is a material and substantial part of this Agreement, establishing terms of employment, and that the breach of any provision of this

Article constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article IX.

Section 20.2 All pipe may, at the option of the Employer, be fabricated on the job or in a shop by employees who are receiving the Building Trades rate of pay set forth in this Agreement and working under conditions set forth in this Agreement.

Section 20.3 This Article does not include pre-piped manufactured catalog items referred to in the plans, specifications or equipment schedule including catalog numbers and/or model numbers.

ARTICLE XXI SUBCONTRACTING

Section 21.1 The parties recognize that maintenance of highly skilled journeymen depends upon regular employment and viable health and welfare funds. Therefore, in order to preserve the work within the Union's territorial and functional jurisdiction and thereby provide regular employment for the employees working under this Agreement, it is agreed that the Employer will not subcontract or sublet any work covered in Article III to be performed at the site of the construction, repair or alteration, unless the Employer to whom the work is subcontracted or sublet is signatory to this Agreement.

ARTICLE XXII DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Section 22.1 This Agreement, which is in force and effect until September 30, 2024 shall automatically renew itself for an additional period of one (1) year from the termination date hereof and from year to year thereafter unless either party serves written notice upon the other at least one hundred and twenty (120) days prior to its expiration date, or prior to the end of each yearly renewal thereafter, requesting that it be amended or terminated.

This Agreement may be opened at any time by mutual consent of the parties.

Section 22.2 If timely written notice has been served by either party in accordance with Section 22.1, the parties agree that negotiations for a successor Agreement shall commence no later than ninety (90) days prior to the termination date of this Agreement.

In the event a successor Agreement is not reached on or before thirty (30) days prior to the termination date of this Agreement, the parties agree to immediately submit the unresolved issues to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry, or any successor organization serving the same function, for a final and binding decision in accordance with the established policies and procedures of the Industrial Relations Council then in effect.

The parties agree that all terms and conditions of this Agreement shall continue in full force and effect pending final decision by the Industrial Relations Council.

APPENDIX "A"**SUBSTANCE ABUSE POLICY**

The Union and the Association recognize that it is in the best interests of our members/employees to maintain a drug-free workplace environment. It is also recognized that the rights of our members/employees must be protected as part of our efforts to achieve drug-free workplaces. With these goals in mind, the parties agree to the policy contained herein, effective September 1, 2005.

PURPOSE

- 1.1** To establish and maintain a safe, healthy and productive working environment for employees.
- 1.2** To assist both the Employers and employees to ensure public safety.
- 1.3** To ensure the reputation of the Employers and its employees as responsible citizens worthy of the licenses entrusted to them.
- 1.4** To reduce the occurrence of job-related injuries to employees and/or accidental injury to people or property.
- 1.5** To reduce absenteeism and tardiness and to improve productivity.

STATEMENT OF POLICY

- 2.1** To ensure a safe and productive work environment while on working time or while on Employer's property or in Employer's vehicles, employees are prohibited from:
 - (a) Unlawfully manufacturing, distributing, dispensing, possessing controlled substances or misusing or abusing prescribed or over-the-counter drugs.
 - (b) Having present in their bodies during working hours detectable levels of drugs or alcohol over the nationally recognized standard.
 - (c) Violating any federal or state law relating to drugs.

The exceptions to this policy are the authorized possession, use or transportation of drugs by employees as a part of their job duties or use of prescription drugs or medication as prescribed by a physician and used according to prescription instructions, as per Section 12.1 of this Agreement.

ADMINISTRATION

- 3.1** The Substance Abuse Policy will be administered by the Board of Trustees of the Health and Welfare Fund.
- 3.2** The Board of Trustees will maintain an Employee Assistance Program.

- 3.3** Costs of annual screening will be paid by the Employers through an additional contribution of six cents (\$.06) per hour to the Health and Welfare Fund. Separate accounting will be maintained. If additional funding becomes necessary, the Employers will increase the contribution rate during the term of the Labor Agreement. All other test costs, including employee's time, will be paid by the Employer ordering the test. The Employee will be allowed one (1) hour of paid time off to take the annual substance abuse test at the end of the shift or day.

EMPLOYEE RESPONSIBILITIES

- 4.1** As a condition of continued employment, each employee must:
- (a) Abide by this Substance Abuse Policy.
 - (b) Notify the Employer of any criminal drug statute conviction for a violation of federal and state law relating to drug abuse or possession while on or using Employer property no later than five (5) days after such conviction.
 - (c) If having been required to submit to testing as determined under reasonable suspicion, shall agree to accept, at the Employer's discretion, transportation to a location where the test will be conducted and, subsequently, to their residence.

VOLUNTARY NOTIFICATION

- 5.1** If an employee voluntarily notifies his/her supervisor or management that he/she may have a substance abuse problem, an appointment will be scheduled with a counseling facility on either an inpatient or an outpatient basis. After problems caused by substance abuse are recognized, professional assistance is usually necessary. If an employee follows a treatment plan approved by an authorized facility and the facility reports regularly to the Employer, the employee will not be terminated. Employees will be responsible for the cost of treatment above that available from any benefit plans. If an employee does not follow the treatment plan, he/she will be discharged and will not be considered for re-employment for a period of one-hundred and twenty (120) days.
- 5.2** If an employee is tested at any future date (annual screening, post-accident and reasonable suspicion testing) and positive test results confirm substance abuse, paragraph 6.2 will apply.

DISCIPLINARY ACTION

- 6.1** Any employee who violates this Substance Abuse Policy or who is convicted as set forth above in paragraph 4.1 shall be subject to discipline up to and including termination. This provision does not limit or modify the Employer's right to discipline employees for any other reasons or pursuant to any other rule, regulation or practice of the Employer.
- 6.2 FAILURE TO NOTIFY.** If an employee does not come forward voluntarily and, when tested, (pre-hire, annual screening, post-accident and reasonable

suspicion testing) shows positive test results for substance abuse, the following procedure will be implemented:

(a) First Offense: The employee will be suspended for twenty-one (21) days without pay and must agree to treatment through a Health and Welfare Trust-approved treatment facility. An appointment with the facility must be scheduled by the employee within twenty-four (24) hours. The employee will be responsible for the cost of treatment above that available from any benefit plans. Should the facility report to the Employer that the employee has not followed the approved treatment plan, he/she will be immediately discharged and will not be considered for re-employment until treatment is completed. If there is work available following completion of suspension, the employee, before returning to work, must sign a consent form authorizing random testing for a period of one (1) year.

(b) Second Offense: If an employee, when tested, (pre-hire, annual screening, post-accident, reasonable suspicion or random testing) shows positive test results for substance abuse for a second time, the employee will be suspended for one-hundred and twenty (120) days without pay and must agree to treatment through a Health and Welfare Trust-approved treatment facility. An appointment with the facility must be scheduled by the employee within twenty-four (24) hours. The employee will be responsible for the cost of treatment above that available from any benefit plans. If there is work available following completion of suspension, the employee, before returning to work, must sign a consent form authorizing random testing for a period of one (1) year.

(c) Third and/or Future Offenses: If the employee is tested at any future date (pre-hire, annual screening, post-accident, reasonable suspicion or random testing) and the test results are positive for substance abuse, the employee will be immediately discharged and will not be considered for re-employment for a period of twelve (12) months. Should the employee be considered for re-employment must sign a consent form authorizing random testing for a period of one (1) year.

6.3 RETURN TO ORIGINAL STATUS. Any employee who has previously violated this substance abuse policy and has successfully completed the authorized treatment plan, and subsequently, goes for three (3) years without testing positive (pre-hire, annual screening, post-accident, reasonable suspicion or random testing) will revert to original status under the policy.

6.4 REFUSAL TO TEST. For an employee who refuses to take a test, or refuses to sign a HIPPA release form to release the results of the test, where the prerequisites set forth herein have been met, there will be a presumption that the test would have been positive for an unlawful substance.

DEFINITIONS

- 7.1 DRUG.** Any substance that has known mind or function altering effect on a person, including psychoactive substances prohibited or controlled by federal or state laws.
- 7.2 PRESCRIBED DRUG.** Any substance prescribed by a licensed medical practitioner to the individual consuming it.
- 7.3 UNDER THE INFLUENCE.** Being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or Employer property.

DETERMINATION FOR TESTING

- 8.1** All employees will be subject to testing under this Policy.
- 8.2 MANDATED TESTING.** Substance abuse testing programs mandated by federal agencies, such as the U.S. Department of Transportation, or by other users of construction services, may contain testing requirements not covered in this Policy. In such an event, the mandated requirements shall be made a part of this Policy for the duration of the work involved. The Union shall be notified of such requirements prior to commencement of work.
- 8.3 PRE-EMPLOYMENT TESTING.** All employees dispatched from the Union hall shall be required to undergo an instantaneous drug test as a prerequisite for employment. The Employer maintains the right to refuse to accept a dispatched employee prior to receiving notification of a cleared drug test. However, when the Employer waives the waiting period for the employee's drug testing results, the employee may be dispatched to the Employer directly following the employee's submission to a drug test. In this instance, the Employer shall receive notice of a positive drug test result from the Third-Party Administrator no later than the close of business the day following the date of dispatch.
In the event an employee's pending drug test result is positive, and the employee was already dispatched, the employee shall be paid for time worked and shall immediately be returned to the hall.
- 8.4 ANNUAL SCREENING.** The Health and Welfare Trust will give written notice, at least thirty (30) days in advance of an employee's birthday, reminding the employee that an annual drug screen for long-term employees must be completed no later than the employee's birthday. No employee will be continuously employed for more than one (1) year without an annual test. Employees that fail to comply with this anniversary of employment screening shall be considered in violation of the refusal to test clause, Section 6.4. The employee will be required to undergo an instantaneous drug test performed at a designated testing facility. It is the sole responsibility of the employee to comply with the above requirements and keep track of their annual test date.

8.5 POST-ACCIDENT TESTING. Employees may be tested for the presence of drugs or alcohol if the employee sustains a personal injury, as that term is defined in Nevada Statutes NRS 217.050*; has caused another employee to sustain a personal injury, has caused a work-related accident, or was operating or helping to operate power tools, machinery, equipment, or vehicles involved in property damage of \$500 or more. Refusal to submit to an employer request for post-accident testing for the presence of alcohol or drugs shall constitute insubordination and is a violation of this Agreement. A confirmed positive test is a violation of this Agreement. Where an employee is rendered unconscious in an injury accident and is unable to provide a urine specimen, a blood sample may be required.

***Note:** NRS 217.050 "Personal Injury" defined. Personal injury means actual bodily harm which results in a need for medical treatment.

8.6 REASONABLE SUSPICION.

- (a) When the Employer has a reasonable suspicion that an employee is under the influence of drugs, a test may be conducted immediately.
- (b) An employee suspected of being under the influence of drugs will be escorted by a supervisor or designated representative to the authorized testing facility, and the employee's cooperation with both the escort and the testing procedures will be required.
- (c) A suspected employee must be observed by at least two (2) persons, one of whom shall be a dispatched journeyman.

TYPE OF TESTING

The cut-off levels are national standard drug testing levels as prescribed by the Substance Abuse and Mental Health Services Administration (SAMHSA), which is a branch of the U.S. Department of Health and Human Services. These levels shall be immediately revised in accordance with all subsequent SAMHSA updates or revisions.

9.1 ORAL FLUID TEST. Collection of oral fluids specimens will be performed by an employee of an authorized testing laboratory. The oral fluid screening will be instantaneous and shall include testing for the following:

Alcohol*

* Alcohol screening shall be conducted in conjunction with either an oral fluid test via lithmus test or breathalyzer. If the initial screening test demonstrates alcohol concentration at.02 or greater, it shall be considered a positive result.

A negative result indicates an amount less than the established cut-off level of 0.2 The screen cut-off levels shall be based on nationally recognized standards as follows:

Drug Class	Initial Test	Confirmation Test Level
Alcohol	0.02g/10L	0.02g/10L

9.1.1 URINE TEST. Collection of urine specimens will be performed by a nationally recognized and approved testing laboratory at locations designated by the policy. A proper chain of custody will be maintained throughout the process.

The urine screening will be instantaneous and shall include testing for the following:

6-Acetylmorphine

Any type of masking agent

Amphetamine/Methamphetamine; Cocaine metabolite (Benzoylecgonine)

Codeine/Morphine

Hydrocodone/Hydromorphone

Marijuana metabolite (THCA)

Methylenedioxymethamphetamine/Methylenedioxyamphetamine (MDMA; MDA)

Oxycodone/Oxymorphone

Phencyclidine

A negative result indicates an amount less than the established cut-off level. The screen cutoff levels shall be based on nationally recognized standards as follows:

TEST NAME	RANGE/CUTOFF
URINE ADULTERANT	
Creatinine	20.0-1500.0 ug/mL
Oxidant	-9999 – 199
Specific Gravity	1.003 - 1.035

URINE – TOXICOLOGY

Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Cutoff
6-Acetylmorphine	25 ng/mL	10 ng/mL
Amphetamine/Methamphetamine	500 ng/mL	250 ng/mL
Cocaine	150 ng/mL	100 ng/mL
Codeine/Morphine	2000 ng/mL	2000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL	100 ng/mL
Marijuana	50 ng/mL	15 ng/mL
MDMA /MDA	500 ng/mL	250 ng/mL
Oxycodone/Oxymorphone	100 ng/mL	100 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL

9.3 Tests shall be accomplished through analysis of urine and/or fluid samples.

Note: The reason that cut-off levels are lower for oral fluid than those for urine is due to the different types of bodily fluids. Urine contains higher overall level of drug because

the bladder serves as a "holding" area -thereby concentrating the amount of the drug that is excreted in urine. Saliva is a much more diluted solution than urine, with lower drug concentration. Therefore, the cut-off levels for oral fluid testing are set lower so that they "mimic" and are comparable to cut-off levels that have been set for urine.

- 9.4** A sufficient amount of a sample will be taken to allow for an initial test and a Confirmation test. At the employees request and expense, an alternate testing facility may be used to test the initial sample. Tests for employees and applicants will be as follows: The initial test will be an Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result occurs, a confirmation test will be utilized before action will be taken against the employee or applicant. The confirmation test will be by the Liquid Chromatography-Mass Spectrometry (LC/MS). Cost to be refunded if second test is negative.
- 9.5** New illegal drugs are evolving all the time. In order to maintain a drug free workplace this policy recognizes any new illegal drug, controlled substance, designer drug or synthetic drug that is determined to be dangerous or illegal by N.I.D.A. (National Institute of Drug Abuse) once a drug or substance has been determined by N.I.D.A. to be illegal, it is automatically added to the drug class lists above.

RESULTS

- 10.1** The testing facility will notify the employee, Employer and Union's respective designated representatives of any test that is positive for any substance included in the procedure.

CONFIDENTIALITY

- 11.1** Test results are highly confidential. The Safety Coordinator or Employer's designated representative will receive all positive test results. The employee will notify the appropriate Employer management of test results on a strictly need-to-know basis.
- 11.2** No laboratory results shall appear in a personnel folder.

USE OF PRESCRIPTION AND/OR OVER THE COUNTER DRUGS

- 12.1** In the event an employee is under the care of a physician and is prescribed medication which might impair his or her ability to perform a job, the employee must notify his or her supervisor and/or Safety Coordinator in advance. It is at management's discretion as to whether the employee may continue to perform the normal assigned duties.

GRIEVANCES

- 13.1** The Union may refer to the Grievance and Arbitration Procedure provided under Article IX, any grievance which alleges that the Employer is not complying with the guidelines as outlined in the Substance Abuse Policy.

LOCAL 525 TOOL LIST

Tool Box

25'Tape Measure

Chalk Box

#430 Channelock Pliers

#440 Channelock Pliers

Torpedo Level

4 Way Screwdriver

8" Crescent Wrench

12" Crescent Wrench

Tiny Tim Saw

5/16" Nut Driver

5/16" Torque Wrench

#20 Ridgid Tube Cutter

Claw Hammer

Striker

Tin Snips

Linesman Pliers

Jab Saw

Medium Allen Key Set

14" Pipe Wrench

32 oz. Ball Pien Hammer

Adjustable Combination Square or Tri Square

18" Level

MEDIATION MEMORANDUM OF UNDERSTANDING

Overview

This is a Memorandum of Understanding (MOU) between the Mechanical Contractors Association of Las Vegas (MCA) and the United Association Local Union 525 (Local 525), hereinafter the "parties," with the intent of resolving issues related to the parties' collective bargaining agreement. By way of this MOU, both parties agree to add an additional step to Article IX – Grievance and Arbitration Procedure process as specified in the Master Labor Agreement (MLA).

This additional step shall be a mediation step. The parties hereby agree to leave the Joint Labor Management Board (JLMB) as the first step for grievance resolution; additionally, the parties have agreed to the Federal Mediation and Conciliation Services (FMCS) for final and binding arbitration as the third and final step for grievance resolution.

This MOU sets forth the parties' agreement to include a second intermediary step between the JLMB and FMCS. In this step, the parties agree to engage and participate in mandatory mediation, with the intent to arrive at grievance resolution, before costly and time-consuming arbitration is sought.

Both parties have agreed to modify Article IX of the MLA by adding a new Section 9.3 to read as follows:

NEW Section 9.3 In the event the Union and the Employer, or the Association on behalf of the Employer, are unable to reach grievance resolution at the Joint Labor Management Board, and before any unresolved dispute is referred to arbitration, the parties agree to first mediate the unresolved dispute. All grievances referred to mediation shall be processed according to the Memorandum of Understanding dated September 6, 2016.

Selection of Mediator

The parties agree to use C. Richard Barnes as the mediator of choice to mediate all unresolved grievances, per the signed Mediation Agreement with C. Richard Barnes and Associates, LLC (CRBA). In the event that C. Richard Barnes is unavailable, both parties agree to use the mediators suggested by Mr. Barnes and identified in the CRBA Mediation Agreement. Those mediators shall be contacted in rotation, beginning with the first name listed until one is available.

Nature of Mediation

The parties understand that mediation is an agreement reaching process in which the mediator assists the parties to reach an agreement in a collaborative, consensual and informed manner. It is understood that the mediator has no power to decide disputed issues for the parties. The parties further understand that the mediator cannot render legal advice to any party and that this process is not a substitute for independent legal advice.

Scope of Mediation

The parties understand that it is for the parties, with the mediator's concurrence, to determine the scope of the mediation prior to each case submitted for mediation. This scope shall be determined early in the mediation process. The parties further agree that mediation shall be conducted with the affected parties and that representation by the parties' respective attorneys shall not be permitted in the actual mediation.

Absolute Confidentiality

It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, written and oral communications, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court or legal proceeding. Only a mediated agreement, signed by the parties may be so admissible. The parties further agree to not call the mediator to testify concerning the mediation or to provide any materials from the mediation in any court or legal proceeding between the parties. The mediation is considered by the parties and the mediator as settlement negotiations. The parties understand the mediator has an ethical responsibility to break confidentiality only if he suspects another person may be in danger of harm.

Full Disclosure

Each party agrees to fully and honestly disclose all relevant information and writings as requested by the mediator. Information requested by one party to the other will be provided only if the mediator determines that the disclosure is relevant to the mediation.

Mediator Impartiality

The parties understand that the mediator must remain impartial throughout and after the mediation process. The mediator shall not champion the interests of one party over the other in any proceeding outside this mediation process. The mediator may communicate separately with an individual mediating party, in which case such "caucus" shall be confidential between the mediator and the individual mediating party.

Litigation

The parties agree to refrain from pre-emptive maneuvers and adversarial legal proceedings (except in the case of an emergency necessitating such action), while actively engaged in the mediation process.

Dated this 6 day of September, 2016

By: Mandi L. Wilkins
Mechanical Contractors Association of Las Vegas

By: [Signature]
United Association Local Union 525

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1. The Contractor shall provide a copy of the contract documents to the Department of Transportation, including but not limited to, the contract documents, specifications, and drawings.

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4. The Contractor shall provide a copy of the contract documents to the Department of Transportation, including but not limited to, the contract documents, specifications, and drawings.

15.....Zone Pay

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