Agreement
Between
Teamsters Union Local 631

And

Nevada Contractors Association
Associated General Contractors

July 1, 2016 – June 30, 2019

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

TEAMSTERS LOCAL 631

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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 Article1 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 (4^{th}) hour and before the end of the fifth (5^{th}) 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:

Zone	Wage Rate
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 if 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		
	07/01/16	**07/01/17**	**07/01/18**
GROUP 1	**$27.95**	**Open**	**Open**
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**
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**
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**
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**
Drivers of trucks and trailers in combination (six axles or more).			
GROUP 6	**$28.94**	**Open**	**Open**
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.

	Effective July 1, 2016
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.

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.

DATED this 14 day of October, 2016.

FOR THE UNION:

Teamsters Local Union No. 631

By: _____

Its: Secretary - Treasurer

FOR THE EMPLOYER:

Nevada Contractors Association

By: _____

Its: Director of Labor Relations

Associated General Contractors

By: _____

Its: Director of Labor Relations

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: _____	By: _____
	By: _____
Date: 10/14/16	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

NOTICE TO ALL MEMBERS

IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.

IF YOU ARE ON DUES CHECK-OFF WITH YOUR COMPANY AND LEAVE FOR ANY REASON AND DUES ARE NOT DEDUCTED, IT IS YOUR RESPONOSIBILITY TO KEEP YOUR DUES CURRENT OR REQUEST A WITHDRAWAL CARD FROM THE LOCAL UNION OFFICE.

FRATERNALLY,

TOMMY BLITSCH, SECRETARY-TREASURER