

LABOR AGREEMENT

between

NEVADA CONTRACTORS ASSOCIATION ROCK, SAND & GRAVEL - SOUTHERN NEVADA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Effective: October 1, 2018 - September 30, 2023

<u>TABLE OF CONTENTS</u>		<u>PAGE</u>
ARTICLE 1	PURPOSE	1
ARTICLE 2	JURISDICTION	2
ARTICLE 3	RECOGNITION	2-5
ARTICLE 4	HOURS OF WORK - OVERTIME - MINIMUM PAY	5-13
ARTICLE 5	HOLIDAYS	13
ARTICLE 6	CLASSIFICATIONS AND WAGE RATES	14
ARTICLE 7	HEALTH AND WELFARE	14-15
ARTICLE 8	VACATION - HOLIDAY FUND	15
ARTICLE 9	PENSION FUND	15
ARTICLE 10	DEFINED CONTRIBUTION PLAN (ANNUITY)	16
ARTICLE 11	JOINT APPRENTICESHIP/JOURNEYMAN RETRAINING FUNDS	16
ARTICLE 12	SUPPLEMENTAL DUES	17
ARTICLE 13	GRIEVANCE PROCEDURES	18
ARTICLE 14	SAVINGS CLAUSE	19
ARTICLE 15	SUCCESSOR CLAUSE	19
ARTICLE 16	TERM - TERMINATION – RENEWAL	19
	SIGNATURE PAGE	20
ADDENDUM	TRAVEL & SUBSISTENCE	21-22
APPENDIX A	FRINGE BENEFIT CONTRIBUTIONS	22
ADDENDUM	HELPER CLASSIFICATION	23
ADDENDUM	CONTRACT ADMINISTRATION AND INDUSTRY ADVANCEMENT FUND	24

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ROCK, SAND & GRAVEL - SOUTHERN NEVADA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT, made and entered into this 1st day of October, 2018, by and between the NEVADA CONTRACTORS ASSOCIATION ROCK, SAND & GRAVEL - SOUTHERN NEVADA hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, hereinafter referred to as the "Union".

WITNESSETH:

It will be understood by the Employer and the Union that this Agreement pertains only to the present and the future permanent commercial rock, sand and gravel processing plants and ready-mix and concrete operations of the Employer. Whenever special setups of a temporary nature are created on or adjacent to a project for the purpose of servicing a specific project only and such project carries a higher wage rate than provided herein, the basic hourly rate of pay and working conditions prevailing on the project shall apply. The Employer agrees to furnish the Union with a list of the present plants to be covered by this Agreement, the plants to be identified by name and address.

It is recognized that work performed under this Agreement is subject to the Union's jurisdictional area which includes the Southern Nevada Counties of Clark, Lincoln, Nye and Esmeralda.

ARTICLE 1
PURPOSE

It is the desire of the parties to establish uniform rates of pay, hours of employment working conditions for employees employed by the Employer and it is the desire of the parties hereto to provide, establish and put into effect methods for settlement of disputes and grievances between the parties hereto in order to stabilize labor conditions in the commercial rock, sand and gravel processing plants and ready-mix concrete industry, to prevent strikes, lockouts and slowdown and to insure continuity of operations.

ARTICLE 2 JURISDICTION

The Union agrees that there shall be no stoppage of work due to disputes between Unions concerning union jurisdiction. The Union and the Employer agree that such disputes shall be settled by the Unions involved without trouble or loss to the Employer.

It is recognized that the Union's jurisdictional area shall include the Southern Nevada Counties of Clark, Lincoln, Nye and Esmeralda.

ARTICLE 3 RECOGNITION

3.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for the workers employed by the Employer in the several affected classifications, for performing work in the commercial rock, sand and gravel processing plants and ready-mix concrete operations, except executive superintendents and assistant superintendents.

3.2 Employees excluded from this Agreement as supervisory employees shall not perform work recognized as the jurisdiction of the Operating Engineers except in the temporary absence of journeymen.

3.3 DEFINITIONS:

A. GROUP "A" STATUS:

(1) Workers who as employees have performed work covered by this Agreement and who have registered and have been available for work as employees at least two and one-half (2½) years cumulatively within the five (5) years immediately preceding registration at the dispatch office in the territorial jurisdiction of the Union and who are available for employment shall attain group "A" status and may be requested by name and confirmed in writing by the Employer no later than forty-eight (48) hours after the workers report for work. There shall be no job hustling.

(2) Workers who have completed the Apprenticeship Training Program established under this Agreement shall obtain "A" status. Any apprentice having been cancelled for just cause after written and specific notice and full and fair hearing by the Apprenticeship Committee or who has dropped out of the program of his own accord shall not be permitted to register for employment with the Local Union for a period of two (2) years after cancellation or until such time as he would have graduated from the program, whichever time period is shorter.

(3) Workers employed by an Employer at the time of his Employer signing this Collective Bargaining Agreement shall obtain "A" status after two and one-half (2½) years in conformity with sub-paragraph (1). Workers in this category, however, may be called by name by such former Employer. Any worker requested by name shall not replace another employee.

B. GROUP "B" STATUS:

Workers who have lost their preference as group "A" workers or who have performed work of the type covered by this Agreement under a Collective Bargaining Agreement of the International Union of Operating Engineers, shall register in group "B".

C. GROUP "C" STATUS:

Workers whose names are entered on the out-of-work list and who are available for employment but who fail to qualify for group "A" or group "B". Workers dispatched on two (2) occasions and who fail to qualify for the work to which they were dispatched shall not be dispatched until requested by a former Employer.

D. In the employment of workers for all work covered by this Agreement in the territory above described, the following provisions subject to the conditions of this Article 2 shall govern.

(1) HIRING - UNION RESPONSIBILITIES:

(A) The Union shall establish and maintain open and non-discriminatory employment lists for workers desiring employment on work covered by this Agreement and such workers shall be entitled to registration and dispatchment subject to the provisions of this Article.

(B) The district dispatching office will furnish in accordance with the request of the Employer each such qualified and competent worker from among those entered on said lists to the Employer by use of a written referral in the order of preference outlined in "definitions", this Article, and the selection of workers for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies, or requirements.

(C) Subject to the foregoing, the Employer is the judge as to the competency of all his employees and applicants for employment. The Employer may reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Employer. All workers shall be employed in accordance with the provisions of this Agreement. No employee shall be discharged or discriminated against

for activities in behalf of, or representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the grievance procedure.

(D) The Union will maintain a district dispatching office in the City of Las Vegas, Nevada to provide service to the Contractors.

(E) Employees employed by the Employer pursuant to the terms of this Agreement shall not be removed or transferred by the Union unless prior approval of the Contractor involved is obtained.

(2) HIRING - EMPLOYER RESPONSIBILITIES:

(A) The Employer shall first call a district dispatching office (as referred to above) for such workers as he may from time to time need, and the office shall furnish to the Employer the required number of qualified and competent workers of the classification needed and requested by the Employer, strictly in accordance with the provisions of this Article.

(B) It shall be the responsibility of the Employer when ordering workers to give the Union all of the pertinent information regarding the workers' employment.

(C) Reasonable advance notice (but not later than twenty (20) hours prior to the required reporting time) shall be given by the Employer to the dispatching office upon ordering such workers, and in the event that forty-eight (48) hours after such notice the dispatching office does not furnish such workers, the Employer may procure workers from any other source or sources. If workers are so employed, the Employer will immediately report to the dispatching office each such worker by name.

D. (1) The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his or her ancestry, age (40 and above), color, disability (physical and mental, including H.I.V. and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes language restrictions), race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination and application to Union membership.

(2) In the event the Union is unable to refer applicants for employment to the Employer in sufficient number, or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Employer to fully comply with

minority hiring requirements imposed by his construction contract with any federal, state or governmental body, commission or agency, or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Employer, then in any such event the Employer shall be free to directly recruit from any source such number of minority applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance.

(3) It is understood that the Employer shall submit to the Union, in writing, any such request for minority applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or Local Law, and a copy of the compliance order.

ARTICLE 4 HOURS OF WORK - OVERTIME - MINIMUM PAY

4.1 A. Eight (8) hours pay shall constitute a day's work at straight-time pay. Workers employed shall work eight (8) hours at straight-time pay between the hours of 5:00 a.m. and 5:00 p.m., unless otherwise agreed to by the parties hereto.

B. During the daylight savings designated period, eight (8) hours' shall constitute a day's work at straight-time pay. Employees employed shall work eight (8) hours at straight-time pay between the hours of 4:00 a.m. and 4:00 p.m., unless otherwise agreed to by the parties hereto.

4.2 A. Forty (40) hours, Monday through Friday, shall constitute a week's work at straight-time pay. All time worked over eight (8) hours per day or forty (40) hours per week, before 5:00 a.m. and after 5:00 p.m., unless otherwise provided herein, shall be paid for at the overtime rate of one and one-half (1½) times the straight-time pay, except as provided for herein in Article 4.17.

B. Hours worked in excess of twelve (12) hours per day shall be paid for at the rate of two (2) times the straight-time pay.

4.3 A. The Employer(s) shall establish a regular starting time for a single eight (8) hour shift operation between the hours of 5:00 a.m. and 8:00 a.m. The Employer(s) may deviate the complete starting time of workers on a single shift operation if the Union is notified twenty-four (24) hours in advance. A special starting time for an eight (8) hour shift beginning no later than 3:00 p.m. may be established by the Employer(s) for a repair crew, Monday through Friday. This shift shall work seven and one-half (7½) consecutive hours, exclusive of a meal period, for which eight (8) hours' straight-time pay shall be paid.

B. (1) When so elected by the Employer, workers may be worked on a multiple shift basis; such shifts shall run consecutively for three (3) days or to the completion of the job. In no event shall the regular working hours of multiple shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts and in no event shall such interval exceed two (2) hours.

(2) All time worked before or after a regular shift shall be paid at the applicable overtime rate, and shall include Saturday, Sunday and holiday work, except as provided for herein in Article 4.17.

(3) When two (2) or three (3) shifts are worked, each shift shall work seven (7) consecutive hours, exclusive of meal periods, for which eight (8) hours' straight-time shall be paid, Monday through Friday. However, when the day shift starts between the hours of 5:00 a.m. and 8:00 a.m., that shift shall work eight (8) consecutive hours, exclusive of meal periods, and the second shift shall work seven and one-half (7½) consecutive hours, exclusive of meal periods, for which eight (8) hours' straight-time shall be paid Monday through Friday. However, when a third (3rd) shift is started by the Employer(s), that shift shall work seven (7) consecutive hours, exclusive of meal periods, for which eight (8) hours' straight-time shall be paid, Monday through Friday, consistent with Article 4.17, herein.

This Section B. 1, 2 and 3, shall also apply to all Saturday, Sunday and holiday work, except as provided for in Article 4.17, herein.

C. Payment of Wages:

1. All wages shall be paid by check or cash on a designated weekly payday and in no event shall the Employer withhold more than five (5) working days. Employees shall be paid prior to the ending of their regular shift. Should the Employer offer the option of automatic deposit of wages and the Employee chooses such option, it will be an acceptable means of paying wages provided that the transfer of the funds will be made prior to the ending of their regular shift. The Employer shall request no more information from the Employee to activate an automatic deposit than that required by the financial institution for such activation. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his check or pay. At such time as an employee is paid, he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address.

D. Electronic Payments:

*Nevada Final Labor Commissioner Adopted Regulations – Ch. 608
Effective August 25, 2004*

A REGULATION relating to employment; authorizing an employer to use an electronic payment system as an alternative location of payment.

2. An employer may use an electronic payment system, including, but not limited to, a direct deposit, debit card or similar payment system, as an alternative location of payment if;

- (a) The employee can obtain immediate payment in full;
- (b) The employee receives at least one (1) free transaction per pay period and any fees or other charges are prominently disclosed to and subject to the written consent of the employee;
- (c) The alternative location of payment is easily and readily accessible to the employee;
- (d) There are no other requirements or restrictions that a reasonable person would find to be an unreasonable burden or inconvenience; and
- (e) The use of an electronic payment system is optional at the election of the employee.

4.4 REPORTING TIME AND MINIMUM PAY:

A. The employee will furnish the Employer with his current home phone number, if any. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for four (4) hours at the stipulated rate for so reporting unless:

(1) He has been notified before the end of his last preceding shift not to report, or

(2) The Employer has notified the employee, prior to leaving home, not to report.

The Employer is relieved of any liability herein if he is unable to contact the employee at the furnished telephone number.

B. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay and work in excess of four (4) hours he shall receive eight (8) hours' pay unless prevented from working for reasons beyond the control of the Employer including, but not limited to, such factors as inclement weather or breakdown causing discontinuance of a major unit of the plant, during which time the employees are not required or requested to remain on the job by the Employer or his agent. The four (4) and eight (8) hour provisions of this Section shall also apply to Saturday or Sunday work. Any employee performing work on Sunday and/or holiday shall be guaranteed eight (8) hours' pay at the overtime rate, except on repair or

maintenance work; the employee shall be paid four (4) hours' reporting time and on work in excess of four (4) hours, up to eight (8) hours, shall be paid for eight (8) hours.

4.5 The Employer shall furnish transportation for employees when needed in the performance of their work during the working day.

4.6 The Employer shall be responsible for payment of wages from the reporting point as ordered by the Employer and return to such starting point.

4.7 Employees shall be allowed a thirty (30) minute meal period within five and one-half (5½) hours of their regular starting time.

4.8 The Employer and employees agree to abide by the safety orders of the State Industrial Insurance Commission. Suitable SANITARY drinking water and adequate toilet facilities shall be furnished by the Employer in accordance with Nevada State Laws.

4.9 When an employee is assigned supervisory duties by the Employer, he shall receive One Dollar and fifty cents (\$1.50) per hour above the highest classification under his supervision, including shift differential, if applicable.

4.10 Employees covered by this Agreement shall be used for maintenance and repair work in the field, plants and/or shops. It shall be at the sole discretion of the Employer whether the operator and/or other employees shall make the repairs. When subcontractors are required to perform work not customarily performed by the Employer or the working forces and/or the facilities of the Employer are inadequate, the requirements as set forth above in this Article will be waived.

4.11 BUSINESS REPRESENTATIVES AND SHOP STEWARD:

A. The business representatives of the Union shall have access to all jobs and shops during working hours, notifying supervisory personnel whenever available of the purpose of adjusting grievances or disputes and other duties as he may have to perform, provided his activities do not interfere with the progress of the job.

B. The Job Steward shall be a working employee, selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his Steward's duties as outlined in Section D of this Article as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of the Job Stewards, and the Contractor, or his representative, prior to laying off or discharging the Job Stewards for cause, will meet with the representative of the Union servicing the particular job or project two (2) full working days prior to such intended layoff or discharge. If, at any time, it is determined it is a justifiable layoff or discharge, the Contractor or his representative will notify the Union in writing of

these results. It is recognized by the Contractor that the employee selected as the Job Steward shall remain on the job as long as there is work in a classification he is qualified to perform. The Job Stewards shall not be discharged or laid off for the performance of his agreed-upon duties when performed in accordance with this Article.

C. Stewards shall be given job security and must have the right to transfer as Steward from job-to-jobs provided they are qualified employees and perform their employee duties to the satisfaction of the Contractor. There shall be no discrimination against the Union Stewards for performing his Union duties. New employees shall on their first (1st) day of employment show their job referrals to the Job Steward. If the Steward is not immediately available, the new employee shall show his referral to the Steward as soon as possible.

D. To promote harmony between the Union and the individual Contractor, the Stewards shall be limited to and shall not exceed the following duties and activities:

1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.

2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.

3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a job referral.

4. Report to the Contractor's designated representative any work belonging to the Operating Engineers being done by nondispatched workmen or by workmen of another craft.

5. Report to his Business Representative infractions of this Agreement which have not been resolved between himself and the Contractor's designated representative.

6. Make a complete job check during working hours once a month.

7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Employer and the Job Stewards prior notice.

8. Report any reckless or unsafe employees covered by this Agreement on the jobsites to the Contractor's designated representative or his Business Representative.

9. In the event the Steward is off work for an extended period of time due to injury or illness and returns to work, the Contractor shall reinstate the Steward to the

same job classification as when he left. If said classification is not available then the Steward shall work in a classification he is qualified to perform.

10. The Job Steward shall not:

- a. stop the Contractor's work for any reason, or
- b. tell any workman or any employee covered by this Agreement that he cannot work on the job.

11. Infraction of either of these two (2) rules shall be cause for immediate dismissal of the Job Steward without any prior notice.

4.12 FOREMEN: If the Employer employs ten (10) or more employees covered by this Agreement at a single plant location, an Operating Engineer Foreman shall be employed at a rate not less than One Dollar and fifty cents (\$1.50) per hour over the hourly rate of the highest Operating Engineer classification under his supervision. He shall not operate equipment nor work at the trade except in emergencies or when the regular journeyman is temporarily absent. When more than fifteen (15) Operating Engineers are employed on a plant location, an additional working foreman shall be employed but will be paid at the foreman rate.

4.13 TRAVEL AND SUBSISTENCE: Travel and subsistence, as referred to in this Agreement, shall be the same as the travel and subsistence negotiation in the Nevada Construction Agreement with Local Union No. 12, effective October 1, 2013. See Addendum dated July 1, 1989, for present subsistence rates.

4.14 TOOLS: Heavy Duty repairman and welders shall furnish their own tools. The following tools, when needed, shall be furnished by the Employer and shall not be furnished by the employees:

- | | |
|--------------------------|---------------------------|
| PINPRESS | GAUGES OF ALL KIND |
| SPANNER WRENCHES | TORCHES AND TIPS |
| AIR OR ELECTRIC WRENCHES | PIPE WRENCHES 24" OR OVER |
| GEAR AND BEARING PULLERS | WRENCHES OVER 2" |
| ELECTRIC DRILLS | SOCKET WRENCHES OVER |
| REAMERS | 3/4 DRIVE |
| TAPS AND DIES | WELDING MACHINES |
| OXYACETYLENE HOSES | TORQUE WRENCHES |

A. The individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the individual Employer to provide such a secure place, or by fire, flood or theft involving forcible entry, while in

the secure place designated by the individual Employer, the individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of Fifty Dollars (\$50.00) to a maximum of Fifteen Thousand Dollars (\$15,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the individual Employer with an inventory of his tools at the time he commences work and an additional inventory every sixty (60) days.

B. All Heavy Duty Repairmen or Heavy Duty Repairmen Combinations shall receive a fifty cent (50¢) per hour tool allowance. This tool allowance shall be added to his classification and shall become his base rate of pay.

4.15 HAZARDOUS WORK: No employee shall be required to work alone on high or hazardous work.

4.16 If during any one (1) day workers perform work in two (2) or more classifications with different prescribed wage rates, they shall receive the highest wage rate.

4.17 When equipment is operated before or after shifts or on Saturday, Sunday or holidays, the employee assigned to such equipment during the regular scheduled shift shall work the overtime, however the Employer may have some employees commence their work week on Tuesday, therefore creating a situation wherein employees who commenced work on Tuesday would not have accumulated forty (40) hours by Friday of that same week. Therefore, the Operator who had not accumulated forty (40) hours would be the Operator who would work the overtime and could be assigned to another piece of equipment that he had not operated during that week in order to accumulate forty (40) hours.

The work week shall commence on Monday or Tuesday at the Employer's discretion.

In the event that two or more employees have accumulated forty (40) hours during the work week, then the employee who was assigned to that piece of equipment shall work the overtime.

It is the desire of the Union and the Employer to distribute all overtime equally amongst all employees within their classification. In the event a dispute arises with respect to the distribution of overtime, the Employer shall make available to the Union any information including time sheets, payroll records or other pertinent information with respect to the dispute.

In the event a dispute arises herein under 4.17, as to the number of hours an employee works, the Employer will provide all necessary information requested by the Union to verify its claim.

4.18 All work performed on Sunday shall be paid at two (2) times the straight-time rate.

4.19 CREWS: When an Operating Engineer requires assistance in the operation, repair and/or maintenance of equipment or machinery, another employee or employees covered by this Agreement shall be used.

4.20 All work performed and all services rendered by the employees for the Employer shall be rendered under terms and provisions at not less than those contained herein. The Employer agrees to assign all work covered by this Agreement to workers who have been hired by the terms of this Agreement. Any person found performing work properly recognized as being within the jurisdiction of the Union and who has not been hired by the terms of this Agreement, shall be immediately removed from the performance of such work upon written notice. The Employer shall pay all wages and other monetary values to the established Health and Welfare Fund of the Union from the date of written notification by the Union to the Employer for the violation described herein.

4.21 A. The Employer shall not require or permit, directly or indirectly any employee covered by the terms of this Agreement, to furnish a pickup or other conveyance to be used for work covered by this Agreement.

B. It is the intent of the parties that remedies fashioned under the grievance procedure (Article 13 of this Agreement) for violation of the above provision shall include reasonable compensation for the use of the vehicle, and the Labor-Management Adjustment Board or Arbitrator may, in addition assess monetary penalties for the violation.

4.22 The parties recognize their mutual responsibilities to insure the safety of employees in compliance with state and federal laws.

4.23 Heaters will be provided on earth moving equipment (scrapers, loaders and paddle wheels) when the outside temperature is below 40 degrees F during the shift.

4.24 Air-conditioned cabs shall be provided on heavy duty equipment (Caterpillar 14 blade or equivalent, D-9 dozer or equivalent, self loading scraper 623 or larger and 992 loader or equivalent), purchased after January 1, 1982, working in a temperature of 100 degrees F or more.

4.25 Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work and the commencement of another straight-time shift, unless performing emergency work which is not considered a normal job operation.

4.26 If employees do not receive the required six (6) hours rest period, they shall be paid at the applicable overtime rate for each hour worked until they have received six (6) hours rest off the job or project.

4.27 The parties to this agreement recognize the employer's obligation to establish reasonable substance and drug abuse control as required under Local, State and Federal Regulations. It is understood that such policies shall conform with Local No. 12's Memorandum of Understanding for drug testing.

4.28 In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

ARTICLE 5 HOLIDAYS

5.1 Two (2) times the straight-time rate shall be paid for all work performed on the following listed holidays:

NEW YEAR'S DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING DAY
	CHRISTMAS DAY

5.2 If any of these holidays occur on Sunday, the following Monday shall be termed a holiday for the purpose of this Agreement. No work shall be performed Labor Day except in cases of extreme emergency and then only to protect life and property.

5.3 **UNION SEMI-ANNUAL MEETINGS:** No work shall be performed on the first Saturday following the first Friday in the months of June and December of each year except when life or property is in imminent danger or in case of critical emergency breakdown. Time worked in violation of this Section shall be paid for at double (2) times the straight-time hourly rate.

**ARTICLE 6
CLASSIFICATIONS AND WAGE RATES**

The classification of employees and the wage scales applying to each classification for the duration of this Agreement shall be as follows and these rates shall apply on all jobs of the commercial rock, sand and gravel processing plants and ready-mix concrete operations of the Employer within the territorial jurisdiction of Local Union No. 12 in Nevada, namely; Clark, Lincoln, Nye and Esmeralda Counties:

CLASSIFICATIONS: INCREASES	*HOURLY WAGE RATES AND EFFECTIVE DATES					
	<u>10-1-17</u>	<u>10-1-18</u>	<u>10-1-19</u>	<u>10-1-20</u>	<u>10-1-21</u>	<u>10-1-22</u>
		\$1.80	\$1.80	\$1.85	Open	Open
UNIVERSAL EQUIPMENT OPERATOR...	\$33.11	\$33.86				
CRANE OPERATOR.....	33.11	33.86				
HEAVY-DUTY REPAIRMAN & WELDER..	33.05	33.80				
CRUSHER PLANT OPERATOR.....	33.00	33.75				
PLANT OPERATOR.....	33.00	33.75				
TRACTOR OPERATOR.....	33.00	33.75				
SKIP-LOADER OPERATOR.....	33.00	33.75				
SELF-LOADING EARTH MOVING EQUIPMENT						
(PADDLE WHEEL TYPE)	33.00	33.75				
BELT-LOADER (COLEMAN TYPE).....	33.00	33.75				
EQUIPMENT GREASER	33.00	33.75				
BATCH PLANT OPERATOR	32.77	33.52				
CRUSHERMAN & SCREENMAN	32.35	33.10				
MAINTENANCE HELPER & OILER	32.06	32.81				
CONVEYORMAN-CLEANUP.....	31.90	32.65				

*- Clean up around conveyors
- material - Rocker SAs -
- show rake
- Skidster*

*The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues (5) Joint Apprenticeship /Journeyman Retraining and (6) Defined Contribution Plan (Annuity).

**ARTICLE 7
HEALTH AND WELFARE**

7.1 Effective October 1, 2018, the Employer agrees to the contribution for Health and Welfare of a flat monthly rate not to exceed One Thousand Three Hundred Eighty Nine Dollars (\$1,389.00) per month for employees working in excess of eighty-six (86) hours in such month. Employees working eighty-six (86) or less hours in a month shall have contributions made not to exceed Eleven Dollars and Fifty-Five Cents (\$11.55) per hour. Such Employer agrees to abide by the terms and provisions of the Agreement and

Declaration of Trust establishing such Fund and to remit their contributions in the manner and at the times specified by the Trustees of such Fund.

Any increase in monthly contributions required to be made to the Health and Welfare Fund will be divided by 160 hours and deducted from the increases shown in Article 6.

7.2 The Employer reserves the right to substitute their own Health and Welfare program at a level of benefits not less than those in effect at the time of such substitution of the current Operating Engineers Benefit Plan. Such company plan to be provided without cost to bargaining unit employees. Such substitution of benefits will be effective for the balance of the term of this Agreement. The parties to this Agreement shall have to agree prior to such substitution. Failure to reach such agreement would be resolved in accordance with the provisions of Article 13, Grievance Procedure.

ARTICLE 8 VACATION - HOLIDAY FUND

8.1 The Employer shall contribute a total sum of Two Dollars and Fifty-Two Cents (\$2.52) per hour into the Vacation Fund and/or Holiday Fund established by Local Union No. 12. (This breaks down into One Dollar and Twenty Cents [\$1.20] Vacation-Holiday and One Dollar and Thirty-Two Cents [\$1.32] for Supplemental Dues, Article 11.) The amount of contributions to either or both of these Funds may be changed during the term of this Agreement to reflect the amount of the "package" increases allocated to vacations and/or holidays.

ARTICLE 9 PENSION FUND

9.1 Effective October 1, 2018, the Employer agrees to the contribution for the pension benefit the total contribution of Nine Dollars and Sixty-Five Cents (\$9.65) per hour into the Operating Engineers Pension Fund.

9.2 The Employer further agrees to abide by the Agreement and Declaration of Trust establishing the Pension, Vacation and Holiday Trust Funds and to remit their contributions to such Funds at the times and in the manner prescribed by the Board of Trustees.

ARTICLE 10
Defined Contribution Plan (Annuity)

10.1 A defined contribution fund known as the Operating Engineers Defined Contribution Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated June 14, 2018, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "A" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extension thereof or for the period workmen are employed under the terms of this Agreement.

10.2 The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

ARTICLE 11
JOINT APPRENTICESHIP/JOURNEYMAN RETRAINING FUNDS

11.1 **APPRENTICESHIP FUND:** A Joint Apprenticeship Fund known as the Southern Nevada Operating Engineers Apprenticeship Committee has been established by certain Employers and the Union by an Agreement and Declaration of Trust dated October 14, 1964. The Employer agrees to abide by said Agreement and Declaration of Trust and, further, make contributions in the amount of forty-two cents (\$0.42) per hour for each hour worked or paid, effective October 1, 2018, for each employee covered by the terms of this Agreement to the Joint Apprentice Training Trust. This apprentice contribution shall pay for the administration of the apprenticeship system. Participation of the Employer in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof. The Employer will accept and employ qualified apprentices when a job vacancy exists as provided for in Article 3, Recognition, Subsection 3.3-A, of this Agreement. The Union agrees to furnish the Employer, when available, qualified, competent apprentices.

The compensation for said apprentices shall be as follows:

(PLANT OPERATOR RATE)		
FIRST	SIX MONTHS OR 1,000 HOURS	60%
SECOND	SIX MONTHS OR 1,000 HOURS	65%
THIRD	SIX MONTHS OR 1,000 HOURS	70%
FOURTH	SIX MONTHS OR 1,000 HOURS	75%
FIFTH	SIX MONTHS OR 1,000 HOURS	80%
SIXTH	SIX MONTHS OR 1,000 HOURS	90%

11.2 JOINT JOURNEYMAN RETRAINING FUND:

A. A joint journeyman retraining fund known as the Southern Nevada Operating Engineers Journeyman Retraining Trust has been established by Employers and the Union. The Retraining Fund contribution shall pay for the administration of the Fund and the retraining of members in an effort to increase their skills in operating and repairing equipment. The number of journeyman trainees shall not be increased during periods of economic action under this Agreement.

B. The Employer agrees to abide by said Agreement and Declaration of Trust and, further, to make contributions to the Fund as allocated from the "package" increases in the amount of ten cents (\$0.10) per hour for all hours worked or paid for all employees covered by this Agreement, provided, however, that the Local Union notifies the Employer of such diversion sixty (60) days' in advance.

ARTICLE 12 SUPPLEMENTAL DUES

12.1 Subject to the following conditions, the Employer agrees that each employee may give written authorization to the Board of Trustees of the Operating Engineers Vacation-Holiday Savings Trust to pay to the Union from funds held by the Trustees on his behalf the sum of One Dollar and Thirty Two Cents (\$1.32) for each hour of his employment (hours worked or paid) in each payroll period commencing October 1, 2018, as special supplemental dues owed by the employee to the Union.

12.2 The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees for the Board of Trustees incident to the accounting, administration, and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. The Employer and Union agree to amend the Agreement and Declaration of Trust in the Operating Engineer Vacation-Holiday Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

12.3 All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days' and not less than ten (10) days' prior to the expiration of each period of one (1) year or of the period of this Agreement, whichever is sooner, terminating the authorization.

ARTICLE 13 GRIEVANCE PROCEDURES

Any and all disputes arising during the term of this Agreement, including alleged violations of the no strike, no lockout provisions, with the exception of those disputes specifically excluded in other Sections, will be processed in the following manner:

13.1 GRIEVANCES:

STEP 1: If an employee or the Union has a grievance, the matter shall be referred to the designated representative of the Employer, in writing, alleging the nature of the dispute and the sections of the Agreement violated. Grievances involving discharge cases must be filed, in writing, with the Employer within seven (7) working days of the date of discharge. Grievances involving other matters must be filed, with the Employer, in writing, within fifteen (15) working days after the first occurrence of the event, or within fifteen (15) working days of the time the employee or the Union reasonably could have acquired knowledge of the event.

STEP 2: If the representative of the Employer and a representative of the Union are unable to resolve the grievance within five (5) working days, the grievance may be submitted to the Employer representative by the Union giving the Employer written notice of intent to do so within an additional five (5) working days.

STEP 3: If the grievance is not settled at Step 2, the Union representative shall refer the grievance to the appropriate Employer representative. The Employer representative shall endeavor to settle the grievance with the Union representative and the Employer.

13.2 ARBITRATION: Grievances appealed to arbitration shall be submitted to an Arbitration Board consisting of two (2) persons; one (1) chosen by the Employer and one (1) chosen by the Union. Should the Board of Adjustment fail to agree within ten (10) days after initial meeting, then the parties will jointly request a list of arbitrators from the Federal Mediation and Conciliation Service of the United States. Within three (3) working days of receipt of said list, selection of the impartial member shall be made by the Employer and Union members of the Board, each alternately striking one (1) name from the list until one (1) name remains. The determination of which party is to first strike a name from the panel shall be made by lot. A decision of such arbitrator shall be final and binding on all parties and all expenses incurred as a result shall be borne by the loser of the arbitration.

The arbitrator shall issue his award within thirty (30) working days after the conclusion of the hearing.

The arbitrator shall have no power or authority to add to, subtract from, change, or alter any terms or provisions of the Agreement.

13.3 For the period of this Agreement, neither the Union nor its members will cause or take part in any strike or work stoppage and the Employer will not engage in any lockouts while grievance procedure outlined in this Article 13 hereof is in progress.

13.4 All expenses incurred and approved by the Joint Adjustment Board, including fees and expenses of the impartial chairman necessary for the consideration and decision of grievances or disputes submitted to it, shall be borne solely by the losing party.

ARTICLE 14 SAVINGS CLAUSE

Should any provision of this Agreement violate or conflict with any State or Federal law or regulations, such provisions shall be null and void, and shall be re-opened for negotiations to comply with said law or regulation, but the remainder of this Agreement shall be binding upon the parties hereto in accordance with the remainder of its terms.

ARTICLE 15 SUCCESSOR CLAUSE

It is understood by the parties signatory hereto, that the terms and conditions set forth in this Agreement shall remain in full force and effect until the expiration date of this Agreement whether, the operations continue under the present ownership or ownership is transferred to another entity, in which event the new owner shall assume all the responsibilities and liabilities of this Agreement.

ARTICLE 16 TERM - TERMINATION - RENEWAL

This Agreement shall become effective on the 1st day of October, 2018 through September 30, 2023, unless either party hereto shall give written notice to the other sixty (60) days' prior to the annual anniversary of any succeeding year of its desire to change, amend, modify or terminate this Agreement.

This Agreement shall be opened for wages and/or fringe benefits, with a written notice at least sixty (60) days' prior to October 1, 2021, and October 1, 2022. In the event no agreement is reached by October 1, 2021, and October 1, 2022, by either party; Article 13, Grievance Procedures, shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first hereinabove written.

**NEVADA CONTRACTORS ASSOCIATION
ROCK, SAND & GRAVEL -
SOUTHERN NEVADA**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12**

Sean J. Wee
Signature

Ronald J. Sikorski
Ronald J. Sikorski, Business Manager

PATRICK VELASQUEZ NCA/AGC
Dir. LABOR RELATIONS.
Print Name Title

Mickey J. Adams
Mickey J. Adams, President

[Signature]
Signature

David Garbarino
David Garbarino, Vice President

Sean Stewart
CEO
Print Name Title

Larry Davison
Larry Davison, Rec.-Corres Secretary

150 N. DURANGO Suite 100
Street Address

Dan E. Hawn
Dan E. Hawn, Financial Secretary

LAS VEGAS NV 89117
City State Zip

Carl L. Mendenhall
Carl L. Mendenhall, Treasurer

(702) 796-9986
Area Telephone No.

Steven Kinsey
Business Representative

(702) 796-1629
Area FAX No.

DATE: 10-9-18

DATE: 10-10-18

**ADDENDUM
EFFECTIVE 7-1-89**

TRAVEL AND SUBSISTENCE:

1. **EFFECTIVE JULY 1, 1983**, employees covered by this Agreement shall be entitled to receive the following sums on jobs located twenty (20) miles or more from the City Hall of Las Vegas, Nevada:

0 - 20 MILES	FREE ZONE
20 - 40 MILES	\$12.00 PER DAY

2. **EFFECTIVE JULY 1, 1983**, when a job or project is located over forty (40) miles but less than sixty (60) miles from the City Hall of Las Vegas, Nevada, it shall be the Employer's responsibility to provide for and maintain acceptable board and room seven (7) days per week or make a subsistence payment of Twenty Dollars (\$20.00) per day for days worked.

3. **EFFECTIVE JULY 1, 1983**, when a job or project is located over sixty (60) miles from the City Hall of Las Vegas, Nevada, it shall be the Employer's responsibility to provide for and maintain acceptable board and room seven (7) days per week or make a subsistence payment of Twenty-four Dollars (\$24.00) per day for days worked.

4. **EFFECTIVE FOR JOBS BID OR COMMENCED SUBSEQUENT TO JULY 1, 1977**, the area within the City Limits of Boulder City shall be considered a free zone.

5. Employees at campsite shall receive travel allowance at the 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.

6. No subsistence will be paid on any construction when the legal residence of any workers at the time a job is bid, or commitment made on non-bid jobs, is located within a 20-mile radius of the center of the job.

7. An employee or worker who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift. There shall be no pro-rating of subsistence. Subsistence shall apply to workers and/or employees who work and for whom no work is provided.

8. Where subsistence is applicable, when the Employer advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be

applicable for these days. If such notice is not given to the employees, subsistence shall be payable for days that work is discontinued.

9. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

APPENDIX "A"

	<u>10-1-17</u>	<u>10-1-18</u>
Health and Welfare		
Article 7 (Monthly Flat Rate)	\$1,389.00	\$1,389.00
(Hourly Rate)	11.55	11.55
Vacation-Holiday Fund (\$1.20)		
Article 8	*2.52	*2.52
(Includes [\$1.32] Supplemental Dues-Article 12)		
Pension Fund		
Article 9	*9.65	*\$9.65
Defined Contribution Plan (Annuity)		
Article 10		*\$1.00
Apprenticeship (42¢) and Joint Journeyman Retraining (10¢) Funds		
Article 11	*0.47	*0.52
Supplemental Dues		
Article 12	*1.32	*1.32
Contract Administration and Industry Advancement Fund		
Addendum	0.05	0.05

*Contribution amounts as listed above are payable per hour for all hours worked or paid for all employees covered by this Agreement.

ADDENDUM

Helper Classification: Will become members of Local 12BO. These members will do work under their classification only and will not be allowed to operate equipment or work at any other classification covered under the terms of this contract.

Work Coverage: It is agreed that the Helper Classification will be allowed to use the backhoe for trash cleanup purposes only. It is also agreed the Helper Classification can utilize the forklift to off load delivery trucks. The Helpers will also run the clarifier and belt press. All repairs/welding to be done by Local No. 12 Operating Engineers.

HOURLY WAGE RATES AND EFFECTIVE DATES

	<u>10-1-17</u>	<u>10-1-18</u>	<u>10-1-19</u>	<u>10-1-20</u>	<u>10-1-21</u>	<u>10-1-22</u>
Step 1 -		same	same	same	Open	Open
1st 6 Months	\$23.01	\$23.01				
Step 2		same	same	same	Open	Open
12 Months	\$25.20	\$25.20				

Fringe Benefit Contributions:

	<u>Effective Dates</u>
	<u>10-1-17</u> <u>10-1-18</u>
Health & Welfare	(Company Plan)
Retirement Plan	(401K plan)
Supplemental Dues	\$1.22 \$1.22

General: All provisions of the current Rock, Sand and Gravel Agreement except items listed above shall apply.

Date: 10-9-18

**NEVADA CONTRACTORS ASSOCIATION
ROCK, SAND & GRAVEL -
SOUTHERN NEVADA**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12**

*Paul J. Jeary - NCA/ABC
Dir. Labor Relations*

ADDENDUM
Contract Administration and
Industry Advancement Fund

A. The Union recognizes that the Association needs to expend certain sums to administer the labor contract on behalf of signatory employers and promote programs designed to improve the construction industry. Each individual Employer covered by this Agreement will contribute the sum of five cents (05¢) per hour for each hour compensated to Operating Engineers employed by such individual Employer under this Agreement to the Contract Administration and Industry Advancement Fund.

B. For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Nevada Contractors Association (NCA) to act as his agent in all matters concerning the Fund. The Nevada Contractors Association (NCA) shall receive all Contract Administration and Industry Advancement Funds contributed.

Date: 10-9-18

NEVADA CONTRACTORS ASSOCIATION
ROCK, SAND & GRAVEL -
SOUTHERN NEVADA

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12

San Diego NCA/AGC
Director Labor Relations





