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MASTER
HEAVY-HAUL
LABOR AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 631
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

&

NEVADA CONTRACTORS
ASSOCIATION

FOR THE PERIOD

January 1, 2019
through
December 22, 2022

TABLE OF CONTENTS

WITNESSETH---------- 3

ARTICLE 1- COVERAGE---------- 3

ARTICLE 2- UNION RECOGNITION---------- 5

ARTICLE 3- STRIKES/LOCKOUTS/JURISDICITONAL DISPUTES---------- 7

ARTICLE 4- CLASSIFICATIONS---------- 8

ARTICLE 5- TERMINATION AND DISCIPLINE---------- 9

ARTICLE 6- SENIORITY---------- 10

ARTICLE 7- PROBATIONARY PERIOD---------- 10

ARTICLE 8- JOB STEWARD---------- 11

ARTICLE 9- GRIEVANCE AND ARBITRATION PROCEDURE---------- 11

ARTICLE 10- HOLIDAYS---------- 13

ARTICLE 11- CONFLICTING AGREEMENTS---------- 13

ARTICLE 12- QUALIFICATIONS---------- 13

ARTICLE 13- WORKING RULES---------- 14

ARTICLE 14- GENERAL SAVINGS CLAUSE---------- 17

ARTICLE 15- WAGES RATES, CLASSIFICATIONS, AND FRINGE BENEFITS-------- 17

ARTICLE 16- EQUAL OPPORTUNITY---------- 21

ARTICLE 17- SECURITY BOND/FRINGE BENEFIT CONTRIBUTIONS---------- 21

ARTICLE 18- DUES CHECK-OFF / DRIVE---------- 22

ARTICLE 19- DRUG & ALCHOHOL TESTING & REHABILITION PROGRAM------ 23

ARTICLE 20- TERM-TERMINATION-RENEWAL---------- 32

THIS AGREEMENT, entered into this first day of January 2019 by and between Nevada Contractors Association, 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.

WITNESSETH

WHEREAS, the Employer is engaged in heavy haul transportation in Southern Nevada and surrounding areas,

WHEREAS, in the performance of its present and future transport 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 transportation contracts; 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
COVERAGE

A. This Agreement shall apply to and cover all employees employed to perform or performing such for hire transportation, hauling of construction machinery, equipment and other commodities normally requiring special equipment for transportation, such as low bed equipment, to and from various locations. This Agreement also covers loading and unloading of such special equipment and other work related thereto, on and off job sites.

B. All work performed in the Employer's shops and yards set up to store, warehouse, repair or fabricate equipment used in the transportation of construction equipment, machinery and other commodities.

C. 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. All such work shall be performed, first by making and exhausting every effort to utilize owned equipment of the Employer, then of the Subcontractor, in accordance with the provisions of this Agreement.

D. If the Employer, party hereto, shall subcontract work as defined, provisions shall be made in such subcontract for the subcontractor to become a party to this Labor Agreement. The Employer shall give notice to the Union of any subcontract involving the performance of work covered by this Agreement and shall specify the name and address of the subcontractor. A subcontractor is defined as any person, firm or corporation who is involved in the transportation of construction machinery, equipment and other commodities for the Employer.

E. **SUBCONTRACTING**

a. The Employer agrees to apply this Section to all classifications set forth in this Agreement.

b. Because of the Union's concern that subcontractors who are not subject to the same total labor costs as shown as those who are party hereto will deprive Union members employed hereunder of work opportunities because of lower labor costs, it is agreed as follows:

> Definition of Subcontractor: A subcontractor is defined as any person (other than an employee covered by this Agreement), firm, or corporation who agrees in writing to perform or who in fact performs for or on behalf of an individual Employer, any part or portion of the work covered by this Agreement.

c. The Employer agrees to subcontract only to an Employer whose labor costs on such jobs, at all times during the terms of this subcontract hereunder, are not less than those of Employers performing work covered by this Agreement, including, but no limited to, costs of subsistence, vacation, holiday, medical, hospitalization, wages, premiums, dental, life insurance and retirement benefits as provided by this Agreement. All owner-operators shall become signatory to, and be bound by all the terms and conditions of this Labor Agreement. Legal or equitable title to the power equipment and all licenses required by any governmental agency must be in the name of the actual owner-driver.

F. **OWNER-OPERATOR**

1. It is the desire of the Employer and the Union to abide by all laws pertaining to DOT hours of service, therefore, the owner-operator will be required to carry a log of all hours worked to be provided for inspection by the Employer or the Union at any time.

G. 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 2
UNION RECOGNITION

A. 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.

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, superintendents, timekeepers, messenger boys, dispatchers, office workers or any employees of the Employer above the rank of craft foreman.

B. In the employment of workmen for all work covered by this Agreement, the following provisions, subject to the conditions of Article 2, A., above shall govern:

1. 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.

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.

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 in writing to the Union all of the pertinent information regarding the workmen's employment.

The dispatching office shall 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 more than five hundred (500) hours on a proper dispatch for a Signatory Employer in the Southern Nevada area that is herein above more, particularly defined. The Employer may request by name any "A" List workman. The Employer may also request by name an "A" List workman who has been laid off or terminated within one (1) year by the requesting Employer now desiring to re-employ the same workman. Any workmen, 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 list of employees eligible for rehire that have worked for the Employer in the last eighteen (18) months preceding the request.

"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.

"C" List - Workmen whose names are entered on said lists at the dispatching office of the Signatory Union and who are available for employment.

2. 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. If so requested by the Union, the Employer will give the Union, in writing, a letter stating "Not Qualified" within forty-eight (48) hours of the request.

3. All employees must perform their work to the satisfaction of the Employer. No employee shall be discharged nor discriminated against for activities in behalf of, or representation of the Union not interfering with the proper performance of his duties. Protests to suspensions or discharge must be made in writing to the Employer within ten (10) days.

4. The Union shall post in the dispatch office all the dispatching procedures of the Union to the signatory Employer.

C. 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.

D. 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.

E. Work Preservation – For the purpose of preserving work and job opportunities for driver-employees covered by this Agreement, the Employer shall make and exhaust every effort to not utilize the services of any other persons to perform driving work covered by this Agreement unless all of the Employer's operable equipment of a particular type has been deployed. Any subcontracting under this provision will only be let to an Employer paying no less than the monetary wages and conditions covered in this Agreement.

F. 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 lessor executes a contract or transaction as herein described.

G. Each employee covered by this Agreement who is a member of the Union as designated in (A) of this Article 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.

ARTICLE 3
STRIKES - LOCK OUTS - JURISDICTIONAL DISPUTES

A. 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.

B. 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.

C. The Employer will not require Employees to cross primary picket lines sanctioned by Teamsters Local 631, Teamsters Joint Council No. 42, or the Southern Nevada Building Trades Union, in respect to and at the premise of the of the Employers other than the Employer of this Agreement. The Union shall give the Employer as much notice as possible of such a picket line.

D. 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 3, D., and may not be referred to the Grievance and Arbitration procedures provided under Article 9.

In the event the International Brotherhood of Teamsters becomes a party to any procedures agreed to by the Nevada Contractors Association, Associated General Contractors and Southern Nevada Home Builders, Inc., 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.

E. Nothing contained in this contract or any part hereof, or in this Article 3 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 9 hereof, or the jurisdictional determinations reached in accordance with Article 3 above.

F. 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 decisions or agreements of record or established trade practice in the area.

ARTICLE 4
CLASSIFICATIONS

A. Should the Employer or any Subcontractor, so defined in Article 1, D., employ workmen in the prosecution of this work in occupations which are not covered by one of the classifications herein specified, such employment shall then be temporarily classified by the Employer and the Union under the classification 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 as set forth in Article 9.

B. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Employer.

C. 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.

D. The Employer agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men 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.

ARTICLE 5
TERMINATION AND DISCIPLINE

The Employer has the right, including but not limited to suspending, discipline or discharging employees for just cause. The Union shall have the right to investigate the termination of any employee covered by this Contract and to protest, through the grievance and arbitration procedure, any termination believed by the Union to be unjustified.

The following willful acts are dischargeable offenses:

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) Testing positive to illegal drugs or alcohol

ARTICLE 6
SENIORITY

A. The Employer shall maintain a current, complete seniority list of all employees and shall furnish copies to the Union upon request. The list shall contain the current addresses and phone numbers of all bargaining unit employees. The Union understands that such seniority lists are privileged information; the disclosure of which to unauthorized parties could be detrimental to the best interest of the Employer. The Union, therefore, agrees to make every effort to protect and maintain the confidentiality of seniority lists. Seniority lists will be made available to employees upon request with the exclusion of phone numbers and addresses.

B. Layoffs and recalls shall be done in accordance with seniority, provided the Employer determines that the senior employee has the ability and qualifications to perform the work in question when compared to less senior employees.
An employee shall lose his seniority rights if:

(1) he quits;
(2) he is discharged for just cause;
(3) he fails to contact the Employer within three (3) working days after being notified by registered mail, at his last known address (a copy of which will be sent to the Union), and reasonable attempts by the Employer to notify the employee by telephone, to report to work after a layoff and/or does not, in fact, report for work within five (5) working days of such notification, unless alternative arrangements have been made with the Employer;
(4) he is laid off for a period exceeding one (1) year if his seniority at the time of layoff is one (1) year or more;
(5) he retires from employment with the Employer; or
(6) he takes other employment while on leave of absence except if working for the Union.

ARTICLE 7
PROBATIONARY PERIOD

All new employees shall be employed for a probationary period of one hundred eighty (180) calendar days during which time the Employer may discharge said employee for any reason whatsoever, without recourse to arbitration.

Upon completion of their probationary period, seniority for all employees shall be granted according to the date the employee was dispatched to the Employer.

If an employee completes the probationary period and their employment ceases for any reason, the probationary period is over as long as there is no more than a one (1) month break in time between leaving the employer and re-hiring. This applies to probation only and all rules for seniority will apply.

ARTICLE 8
JOB STEWARD

A. A craft steward shall be a working employee, appointed by the Union, who shall, in addition to his work as an employee, be permitted 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 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 of his intention to do so. 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 so long as seniority is observed. 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.

B. The craft steward, as defined herein, is to receive grievances or disputes from employees working in classifications in 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.

C. Such Business Agent, or special representative, shall have access to the Employer's premises during working hours for the purpose of adjusting grievances or disputes.

D. The craft 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.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

1. All warning letters cannot in any way be used against the employee for progressive discipline after one (1) year from the date the Employer has verifiable evidence of a disciplinable event. An employee will not be suspended or terminated without just cause. Warning letters to be considered valid must be issued within thirty (30) calendar days from the date the Employer has verifiable evidence of an event which results in the discipline. The warning letter shall be signed by the employee to show receipt and a copy sent to the Union. Suspensions must be served within ninety (90) days of issuance. Suspensions or terminations must be in writing explaining the reason for the action and hand delivered to the employee or sent by U.S. Mail to the employee with a fax copy sent to the Union. All warning letters, suspensions, and termination letters must be mailed or copied to the Union within two (2) days of issuance for their records.

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:

2. **Step 1**: If a party to this Agreement has a grievance, the matter shall be referred to the designated representative of the other party, 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 after the date of discharge. Grievances involving other matter must be filed, in writing within fifteen (15) working days after the first occurrence of the event, or within fifteen (15) working days of the time of the employee, the Union, or the Employer 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 arbitration by the Union or Employer giving the Union or Employer written notice of intent to do so within an additional five (5) working days.

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.

Step 3: Arbitration

a) The parties will jointly request a list of arbitrators from the Federal Mediation and Conciliation Service of the United States, within five (5) working days of receipt of said list. A seven (7) person panel shall be requested. Eligible arbitrators shall be a member of the National Academy of Arbitrators. An arbitrator shall be selected by alternatively striking names until one (1) remains. A decision of such arbitrator shall be final and binding on all parties.

b) The Company and the Union will make all reasonable efforts to ensure that grievances pertaining to discharge that are marked for arbitration shall be heard by an arbitrator within forty-five (45) days of the filing of the grievance.

c) 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.

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

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

f) It is understood and agreed that the arbitrator's award shall be final and binding upon the employee, the Union and the Employer. If these procedures are not followed in a

prompt, timely manner, the grievance shall be considered null and void. However, the parties may mutually agree, in writing, to extend the time limitations.

3. **DISCRIMINATION PROHIBITED**

There shall be no discrimination against an employee because he/she has presented a grievance under this Article.

ARTICLE 10
HOLIDAYS

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, and Christmas Day. If any of the above Holidays should fall on Sunday the Monday following shall be considered a legal holiday. Work on such days shall be paid for at 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 11
CONFLICTING AGREEMENTS

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 12
QUALIFICATIONS

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its articles of incorporation, constitution, 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 article 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 thereof.

The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or

organizations whom their signature purport to represent, and the Local Union on whose behalf the said parties are signing the said Agreement.

B. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein that any provision in the working rules of the Union with reference to the relations between the 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 13
WORKING RULES

The following rules shall govern the employment of employees performing any work covered by the terms of this Agreement.

A. **SINGLE SHIFT**

1. The Employer will be responsible for a two (2) hour minimum.

2. 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 he called, they will all be paid at the applicable rate.

B. REPORTING TIME AND MINIMUM PAY

1. Any workman and/or employee reporting for work at the regular starting time and for whom no work is provided, will receive two (2) hours at the stipulated rates for so reporting unless he has been notified before the end of the last preceding shift not to report; and any employee who reports for work and for whom work is provided will receive not less than two (2) hours pay, and if more than two (2) hours are worked in any one (1) day, will receive not less than actual hours worked.

2. 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.

The Employer agrees 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 continuing employment to another employee whose equipment is taken out of service on the same day.

3. Workmen referred, under Article 2, to the Employers 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 Employers jobs in accordance with Article 2, C., D., E., and F. of this Agreement.

4. 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 work required on the same job during the regular work week and on Saturday and Sunday, before outside equipment is hired to perform the same work.

5. 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 drivers error. No employee will be asked to break any Federal, State or Local laws and will not be retaliated against in any way for refusing to do so.

6. Mechanics are 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 diagnostics 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.

7. When required, rubber boots and gloves shall be furnished by the Employer.

8. The Employer shall provide insurance for employees' tools and boxes to a maximum of fifty thousand dollars ($50,000) with a one hundred-dollar ($100) 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 (video tape and/or 35mm photos shall be acceptable) must be provided to the Employer as coverage will only cover those tools. Tools will not be removed from the 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.

C. MEAL PERIOD AND LODGING

An unpaid meal period of one-half (1/2) hour shall be scheduled after the fourth (4th) hour and before the end of the fifth (5th) hour of each employee's starting time. Thereafter, they shall be allowed a one-half (1/2) hour meal period for every five (5) hours they are required to remain on the job.

D. EXPENSE REPORT GUIDELINE

The following guidelines apply to commercial truck drivers employed under the Master Heavy Haul collective bargaining agreement.

1. General. Employers covered by the Master Heavy Haul collective bargaining agreement are only legally obligated to pay the stipulated amount under Article 15 for wages and benefits. However, as outlined, the Employers far exceed the mandatory requirements. As a result, the Employer asks that the expense stipend is not abused. It is a generosity that our Employers provide for its commercial truck drivers. When possible and within reason, employees will share a room with no more than two employees to a room. Those drivers who exceed and/or abuse the expense guidelines risk paying their own costs as outlined in the aforementioned article. If legitimate costs incur which exceed the expense guidelines then the driver must get pre-authorization from the General Manager and/or Company Presidents.

2. Guests. The expense guideline is not meant to include and pay for family members (wives, children, etc.) and/or girlfriends. Violation of this policy will result in disciplinary action decided upon by management.

3. Commercial Truck Drivers. Commercial truck drivers are eligible for lodging expenses only.

4. Alcohol. The Employer refuses to pay for any alcoholic beverages. Any consumption of alcohol while operating a company vehicle and/or while performing work duties is strictly prohibited. Violation of this policy is grounds for immediate dismissal.

5. All repair expenses must be preapproved by an authorized company representative.

E. PAYMENT OF WAGES

All wages shall be paid on the job on a designated weekly pay day. 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 their next regular pay day.

F. SANITATION, SAFETY AND REST PERIODS

1. All approved safety orders by any governmental agency shall be observed by the Employers and the employees. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Employer in accordance with any governmental agency regulations.

2. Employees shall be given a rest period of not less than ten (10) hours between the termination of any work and the commencement of another straight time shift. If employees do not receive the required ten (10) hours rest period, they shall be paid the applicable overtime rate for each hour worked, until they have received ten (10) hours rest. Employees shall not be required to work in excess of fourteen (14) hours within any consecutive twenty-four (24) hour period except in cases of emergency where life and/or property is in imminent danger.

3. It is agreed all newly purchased diesel-powered trucks, shall be equipped with working air conditioning units and operable heaters.

4. When the Employer transports employees from yard to jobsite or within the jobsite, he shall provide safe and suitable transportation.

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.

G. DRUG/ALCOHOL REHABILITATION PROGRAM

The Employer may require testing for substance abuse under the Drug/Alcohol Rehabilitation Program incorporated herein as Article 19.

ARTICLE 14
GENERAL SAVINGS CLAUSE

It is not the intent of either party 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 15
WAGE RATES, CLASSIFICATIONS AND FRINGE BENEFIT FUNDS

A. Drivers - The Employer agrees that all drivers wages and fringe benefits shall be paid on all hours worked in the following classifications.

B. All overtime shall be paid as per the guidelines set forth by Federal Regulations of the Motor Carrier Act.

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:

WAGE RATES AND CLASSIFICATIONS

Classification	Base Wage Rate Effective			
	1/01/19	**1/01/20**	**1/01/21**	**1/01/22**
PROBATIONARY	**$27.32**	_____	_____	_____
GROUP 1 Trucks six (6) axles or less	**$31.36**	_____	_____	_____
GROUP 2 Trucks seven (7) axles or more	**$33.91**	_____	_____	_____

The Employer agrees to a $1.32 an hour wage increase for January 1, 2019 through December 31, 2019 to be allocated by the Union.

The Employer agrees to a $1.32 an hour wage increase for January 1, 2020 through December 31, 2020 to be allocated by the Union.

The Employer agrees to a $1.32 an hour wage increase for January 1, 2021 through December 31, 2021 to be allocated by the Union.

The Employer agrees to a $1.32 an hour wage increase for January 1, 2022 through December 31, 2022 to be allocated by the Union.

The probationary rate applies to new hire employees. This does not apply to rehires and in no way will current employee wage rates be decreased.

If the Employer chooses to pay more than the above stated rates, he shall be allowed to do so without precedence and at no time be bound by the higher rate.

The Union reserves the right to allocate a portion of the wage rate to the Health and Welfare Fund, Retiree Fund, Vacation Fund and/or the Pension Fund during the term of this Agreement, by giving the Employer not less than sixty (60) days notice prior to July 1 of each year.

FRINGE BENEFIT FUNDS

The following fringe benefits shall apply on all work covered by the terms of this Agreement effective January 1, 2015:

HEALTH & WELFARE TRUST **$1090.00 per month**

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. If an employee is on industrial accident leave of absence, the Employer agrees to continue monthly contributions on behalf of said employee for a period not to exceed six (6) months from date of the accident. During the probationary period the Employer will pay the appropriate hourly rate for the Health Care Plan. The Employers accept the Trustees appointed by the Associations as their Trustees.

During the terms of the agreement if the trustees of the Health and Welfare fund deem it necessary to increase contributions, the Employer will contribute the necessary increases to maintain the current benefits.

In order to facilitate part-time employment opportunities, the employer will pay the Health and Welfare coverage of part-time employees at the current construction rate up to thirty (30) hours per week. The employer may elect to pay the monthly contribution (flat rate) after 30 hours.

Retiree Medical Trust Fund **$100.00 per month**

The Employer agrees to pay one-hundred dollars ($100.00) per month into the Retiree Medical Trust Fund for each covered Employee. The Employer will deduct one-hundred dollars ($100.00) via payroll deduction(s) for each covered Employee.

PENSION PLAN **$7.50 per hour**

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 above. 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.

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Pension Trust Fund the amount designated above for each employee covered by this Agreement for each hour worked or paid.

The parties agree effective January 1, 2016, total contributions to the Western Conference of Teamsters Pension Trust Fund shall be $7.50 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.
For probationary employees hired on or after January 1, 2013, the Employer shall pay an hourly contribution rate of ten cents ($0.10) for every hour worked or paid including PEER 84 during the probationary period as defined in Article 7 but in no case for a period longer than ninety (90) calendar days from an employee's first date of hire. After the expiration of the probationary period but in no event longer than ninety (90) calendar days from an employee's first date of hire, the contribution shall increase to the full contractual rate.

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.

VACATION TRUST **$2.00 per hour**

Section 1. Each Employer shall add $2.00 per hour to the employee's gross wage and then shall subtract $2.00 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 the employee
b. Social Security number of each employee
c. Number of hours worked
d. Total amount of vacation saving deduction
e. Gross pay of 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 and 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 are 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 16
EQUAL OPPORTUNITY

The Employer and the Union agree that in accordance with applicable laws, neither of them will discriminate against any employee or applicant for employment because 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.

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.

ARTICLE 17
SECURITY BOND AND PAYMENTS FOR FRINGE BENEFIT CONTRIBUTIONS

A. 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 $20,000. 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 and 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.

B. 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 9 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 (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 18
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 and the union agree to dispatch/re-dispatch all bargaining unit employees once every 3 (three) months. Upon receipt of such dispatch request the Teamsters Local 631 will notify the Employer which of the bargaining unit employees are not eligible to be re-dispatched in accordance with the Unions Dispatch Procedures. The Employer shall within forty eight (48) hours release the ineligible employee(s) to obtain a proper dispatch.

Section 8. 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 19
Drug & Alcohol Testing and 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 Tile 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, 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 ground 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 of 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 driver), or of any size, which is used in the transportation of a placardable amount of hazardous material. This extends those currently covered by rule to include both inter- and intrastate truck and motor coach operation, 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 Employers 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 substance 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 substance.

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 controlled substance 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 of 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 an 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 a leave of absence shall be granted on a one time basis and shall be for a maximum of (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 Regulation. 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, inspection 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 a 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 and DOT controlled substance use rule for the driver in the previous thirty-six (36) months.

2. Post-Accident Alcohol and Controlled Substance 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 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 a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

According to 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 circumstance 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 a 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 on alcohol and controlled substance testing program that includes more persons than himself/herself as covered employees in the random testing pool. Thus, an owner operator must join a consortium.

4. Reasonable Suspicion Testing

An employer must require a covered employee to submit a 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 substance 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 be substantiated that one beer can produce a blood alcohol concentration of 0.12 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 screen test:

Initial Test

Level-Nanogram/milliliter (hereafter referred to as nc/ml).

Marijuana metabolite-------- 300
Cocaine metabolite---------- 300
Oplate 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 Spectophotomotry tests on a urine specimen that tested positive using a technologically different initial screening method:

Confirmatory Test

Marijuana metabolite---------15
Cocaine metabolite----------150
Oplates:
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 test 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 result 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 ~~contace~~ 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 the 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 required 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 of time 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, and Employee Assistance Program. Upon notification of a positive result to an alcohol test above 0.04 or positive result test 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.

ARTICLE 20
TERM – TERMINATION – RENEWAL

This Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect to and including December 31, 2022 and continue in full force and effect from year to year thereafter unless cancelled 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 December 31, 2022 or December 31 of any succeeding year.

The Union agrees that in the event that either party should exercise the right under the first paragraph of this Section, the Union will for a period of sixty (60) days prior to January 1 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.

This contract is a specialty contract whose scope is limited to heavy hauler work and is specifically designed and intended to be used by any entity or company whose primary business is the heavy haul transport of equipment. Contractors firms whose primary business is construction contracting are not eligible to use the heavy haul agreement and remain subject to the terms and conditions of the construction master labor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this one (1) day of January 2019.

FOR THE UNION:

Teamsters Local Union No. 631
Affiliated with the
International Brotherhood of Teamsters

By: _____
Tommy Blitsch

Date: 1/16/19

FOR THE EMPLOYER:

Nevada Contractors Association

By: _____
Patrick Velasquez

Date: 1-15-2019

Memorandum of Understanding
between
Teamsters Local #631
and
Werdco BC, Inc. / Nevada Contractors Association

Whereas the parties have a collective bargaining relationship and contract (Master Heavy-Haul Labor Agreement) dated January 1, 2019 through December 31, 2022.

NOW THEREFORE:

The wage classifications are as follows:

Group A:	Ten-wheel dump trucks, vacuum trucks, and all water trucks	$27.82
Group B:	End dump, single belly, single side dump	$28.32
Group C:	Double belly dumps, double side dumps	$28.82
Group D:	Specialty trucks: camera truck, sweepers, and other miscellaneous specialty trucks	$24.82
Mechanics:	Truck mechanics	$27.32

All flatbed work falls under the Master Heavy-Haul Labor Agreement wages and classifications. Double flat-beds will be classified as a Group 1 wage classification.

All New Hires:

70% from 0 to 6 months of Group wage rate
80% from 6 to 12 months of Group wage rate
90% from 12 to 18 months of Group wage rate

The Parties have agreed to allow the employer the option of covering new employees in the new classifications referenced in this MOU with a bonafide health and welfare plan of his choice.

Article 18 of the Master Heavy Haul agreement also applies to all employees referenced to by this MOU.

The terms of this Addendum shall apply only to employees employed for the first time by the Employer on or after April 20th, 2015. The Employer may assign such employees only to materials hauling work. The Employer shall not assign such employees to heavy haul work. The terms and conditions of the collective bargaining agreement, without regard to this Addendum, shall apply to all employees hired before that date ("grandfathered employees"). The Employer may assign grandfathered employees to perform either heavy haul or materials hauling work. When they are performing either form of work, grandfathered employees shall be covered by all the terms of the collective bargaining agreement without regard to this Addendum. The conditions of this section shall survive the expiration of the collective bargaining agreement and may not be changed except by mutual, written agreement signed by the employer and the Union.

This Heavy-Haul contract covering both equipment and material transport is a specialty contract whose scope is limited to Heavy Hauler work and is specifically designed and intended to be used by any entity or company whose primary business is the Heavy Haul transport of equipment or material. Contractor firms whose primary business is construction contracting are not eligible to use the Heavy Haul Agreement and remain subject to the terms and conditions of the Construction Master Labor Agreement. This Addendum shall expire automatically if the Employer or any other Employer signatory to the Construction Agreement claims the right to apply any of the terms of this Addendum to any Employees covered by the Construction Agreement.

Teamsters Local #631

Tommy Blitsch

Dated: 1/16/19

Nevada Contractors Association

Patrick Velasquez

Dated: 1-15-2019

Letter of Agreement
Between
Teamsters Local 631
And
Werdco BC, Inc. / Nevada Contractors Association

Whereas the parties have a Collective Bargaining relationship and Agreement (Master Heavy-Haul Labor Agreement) dated January 1, 2019 through December 31, 2022.

NOW THEREFORE:

The Union and the Employer agree to Re-Open the MOU Insurance section only after one (1) year (January 1, 2020) in order to review and consider possible changes which will improve the covered Employees Insurance Benefit. The Employer agrees that there shall be no intent to remove this section that provides Insurance coverage for these covered Employees.

FOR THE UNION:

Teamsters Local Union No. 631

Affiliated with the

International Brotherhood of Teamsters

By: _____

Tommy Blitsch

Date: 1/16/19

FOR THE EMPLOYER:

Nevada Contractors Association

By: _____

Patrick Velasquez

Date: 1-15-2019