RONALD J. SIKORSKI
Business Manager
and
General Vice President

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 12

December 18, 2019

UPS GROUND

Patrick Velasquez, Labor Relations Director
NEVADA CONTRACTORS ASSOCIATION
150 N. Durango Drive, Suite 100
Las Vegas, NV 89145

RE: MASTER INSPECTION AGREEMENT/2019-2022

Dear Mr. Velasquez:

Enclosed herewith is one (1) original of the recently concluded Master Inspection Agreement between the NEVADA CONTRACTORS ASSOCIATION and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, for the completion of your records.

Very truly yours,

Ronald J. Sikorski, Business Manager
I. U. O. E., Local Union No. 12 and
General Vice President

By: Shawn Kinsey, Financial Secretary
I. U. O. E., Local Union No. 12

RJS:SK:mr
Enclosure
cc: Agreement Department

MASTER INSPECTION AGREEMENT

between

NEVADA CONTRACTORS ASSOCIATION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

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AGREEMENT

between

NEVADA CONTRACTORS ASSOCIATION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

This Agreement is made and entered into this 1st day of October, 2019, by and between Nevada Contractors Association (hereinafter referred to as the "Contractor"), and the International Union of Operating Engineers, Local Union No. 12 and its subdivisions, affiliated with the AFL-CIO, (hereinafter referred to as the "Union").

WITNESSETH

WHEREAS, the Contractor is engaged in Construction Inspection and Field Soils Testing in Southern Nevada; and

WHEREAS, the Contractor may continue to employ Building Inspectors and Field Soils Materials Testers, herein referred to as Workmen or Employees; and

WHEREAS, it is the desire of the parties to establish a fair and competitive pay scale, fair and equitable working conditions, in a Southern Nevada marketplace while allowing the Contractor to compete with the growing non-union inspection market; and

WHEREAS, it is the intention of the parties to now make an all-out attempt to recapture the work covered by previous Agreements which has now been severely eroded by non-union firms; and

WHEREAS, the Union recognizes the fact that the Contractor's clientele consists primarily of architects, structural engineers, developers, financial institutions, entertainment institutions, insurance companies and governmental agencies who generally are not signatory to Labor Agreements recognized by the Building Trades Council;

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:

A. Definitions:

The term "Contractors", as used herein, shall refer to the Nevada Contractors Association for its members who have authorized, through power-of-attorney, such representation (a list of such authorizations from the above mentioned Contractors Association, certified by an authorized person, is to be forwarded to the Union without delay at the signing of this Agreement for present members and upon acceptance of new members).

The term "Union", as used herein, shall refer to the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department, AFL-CIO.

The term "Contractor" shall refer to a person, firm or corporation, party to this Agreement.

The term "Workman", as used herein, shall refer to persons in the labor market not employed.

The term "Employee" or "Employees", as used herein, shall refer to the employed person or persons, excluding self-employed persons.

All personal nouns and pronouns refer to the male and female gender.

ARTICLE I
Coverage

A. This Agreement shall apply to all field work inspection by Inspectors and Field Soils and Material Testers of concrete, steel, masonry work and non-destructive and/or grading inspection performed by employees of the Contractor in the following Southern Nevada Counties: Clark, Lincoln, Esmeralda and Nye.

1. This Agreement shall also cover all soils and materials testing, construction inspection, and building inspection work performed in connection with any and/or all of the types of work otherwise covered by this Agreement as set forth hereinabove, without exception. Such work shall be defined by the type of work being performed, and shall not be excluded from this Agreement by virtue of the fact that the awarding agency or developer, or the employer or contractor, chooses to call such work by a different name, such as "quality control work" or "quality assurance work".

B. A Building/Construction Inspector as used in the Agreement is defined as follows:

1. A Licensed and/or Registered Deputy Building Inspector in those areas where Building Officials/Departments license Building Inspectors.

2. In those areas where Inspectors are not licensed by Building Officials/Departments, a Building Inspector is an inspector who performs the same duties as a Licensed, Registered or Certified Inspector.

3. Any employee or sub-contractor performing work covered by this Agreement including but not limited to Ultrasonic Testing, Magnetic Particle Testing, Steel/Welding Inspection, Grading Inspection, Concrete Inspection, Masonry Inspection and Soils Inspection, Load Testing for Ceiling Anchors, Roofing Inspector and Waterproofing Inspector.

C. Because of the increasing complexity of the inspection function and the potential pressures that can be brought to bear on an individual alone on a jobsite, the Union agrees with the Contractor that it is in the best interest of the industry to require that inspectors work under the direction of a registered professional Civil Engineer.

D. This Agreement shall be binding upon each and every eligible member of the Nevada Contractors Association, with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Nevada Contractors Association, shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article III and Article V shall not apply from the time when such member resigns or is suspended from the Association. Such former or suspended member shall automatically be bound by all of the terms of the Union's Short Form Agreement for the Inspection Industry except that he may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days' written notice, provided to the Union and shall be effective only upon receipt at the Union's main office addressed to the attention of the Business Manager at 150 E. Corson Street, Pasadena, California 91103 prior to October 1, 2022, (or October 1st of any subsequent year if the Union fails to give notice in 2022) of his intent not to be bound by any new or renewed Agreement. Thereafter the termination clause of the Short Form Agreement shall apply. The Association will advise the Union of any such communication and sent to the attention of the Business Manager at 150 E. Corson Street, Pasadena, California 91103 or notice of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

ARTICLE II
Recognition

A. The Contractor hereby recognizes the Union as the sole and exclusive bargaining representative for all Inspectors and Field Soils and Material Testers governed by this agreement and employed by the Contractor, excluding supervisors, as defined in the National Labor Relations Act, and all other employees.

B. This Agreement shall be binding upon the successors and assigns of the parties hereto and the Contractor.

C. The Contractor has no obligation hereunder relative to wages and other employee benefits except as expressly and specifically set forth herein and may unilaterally discontinue, without negotiation with the Union, any existing benefit not expressly and specifically set forth herein.

ARTICLE III
Hiring

A. In hiring additional employees, because of the complexity in determining the expertise of an Individual Building Inspector or Field Soils and Material Tester, or the type of License required by the various City, County or Municipality authorities, it is recognized that the Contractor shall have the entire freedom to select the particular individuals whom he desires to employ.

1. Each Contractor who employs over three (3) Operating Engineers on any one (1) job or project covered by this Agreement, may have a minimum of one (1) apprentice in his employ, if available.

2. Subject to the provisions of this Article, the Contractor may procure workmen covered by this Agreement from any source or sources.

B. Subject to the provisions of this Article, prior to the assignment of any newly hired employee to any job or project, the Contractor will furnish the employee with a letter on Company Stationery, addressed to I. U. O. E., Local Union No. 12, stating that the workman has been hired and employed by the Individual Contractor, with the employee's name, Social Security Number and the License expertise the employee has successfully acquired.

1. Prior to reporting to any job assignment the employee will be instructed to report to the closest Local Union No. 12 Dispatch Office to obtain the Introduction Slip referred to in Paragraph C-1 of this Article, and to fill out the necessary forms required by the Union.

C. Subject to the provisions of this Article, the Contractor may call upon the Union for additional employees. The Union will make known to the Contractor the names and Licenses of workmen registered on its out-of-work list and available for employment within the Multi-Contractor unit, if any. Reasonable advance notice will be given by the Contractor to the Dispatching Office upon ordering such workmen, but not less than twenty-four (24) hours.

1. The Union shall issue to each man selected for employment an Introduction Slip or other suitable written identification to be carried by the workman verifying that he has been procured in accordance with the provisions of this Article.

2. Within this preference group, the Contractor shall have entire freedom to select the particular individuals whom he desires to employ, from the out-of-work list.

D. The Union's out-of-work list shall be maintained 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.

E. Should any dispute arise concerning the rights of the Contractor, the Union, employees or applicants for employment under this Article III, the dispute shall be submitted to and settled by the procedure specified in Article V of this Agreement. Decisions reached under this grievance procedure shall be final and binding on the Contractors, Union, employees or applicants for employment.

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

1. Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service, the I-9 Form required by the U. S. Citizenship and Immigration Services, the authorization cards for dues check-off in the amount designated by the Union and procedure as defined in Article XV of this Agreement, authorization for release of Driver Record information for employees who drive company vehicles only, meal periods and rest break acknowledgement on time cards, safety training and tailgate meeting acknowledgement documents, and documents

required by Fair Employment and Housing Council and Equal Employment Opportunity Commission. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Contractor. The Union and the Contractors agree to meet if any additional documents are required by awarding bodies.

G. Whenever the Contractor discharges an employee (as distinguished from layoff), he shall furnish a written notification of this fact to the Union. If the reason for discharge was lack of technical qualifications, the Contractor shall specify in which respect the workman is not qualified.

H. The Contractor shall have entire freedom of selectivity in hiring and may discharge any employee for just cause which the Contractor may deem sufficient, but no employee shall be discharged by reason for any Union activity not interfering with the proper performance of his work. The Contractor shall be the judge of the competency of his employees.

I. A Contractor found intentionally violating any portion of this Article, as determined by the grievance procedure, shall immediately pay compensatory damages in the amount of one day's pay at the highest journeyman rate under this Agreement for each day or portion thereof the violation occurred. Such damages to be made payable to the International Union of Operating Engineers, Local Union No. 12 and the Contractor shall immediately order another workman from the Union's out-of-work list.

ARTICLE IV
Grievances and Disputes

A. It is the purpose and intent of the parties hereto that all grievances or disputes arising between the Contractor and the Union over the interpretations or application of the terms of this Agreement shall be settled by the procedure set forth in Article V hereof.

B. There shall be no strikes, slowdowns or stoppage of work during the term of this Agreement for any reason whatsoever, nor shall there be any lockout by the Contractor.

ARTICLE V
Grievance Procedure

A. Step 1. Any employee having a complaint or grievance should first discuss it face-to-face with a management representative of the Contractor. He may have the Union Steward present during such discussion, if he so desires.

B. Step 2. In case such employee is not so satisfied, he may refer his grievance to the Union Representative who shall then take it up face-to-face with management. The grievance shall be presented to management in writing. All such grievances and all misunderstandings or disputes between the Contractor and the Union shall be resolved so far as possible by direct negotiation between duly authorized representatives of each, provided that they may not change or alter this Agreement.

C. Step 3. In the event that a decision is not reached in Step 2 by a notice in writing within ten (10) days thereafter by the Contractor or the Union, the dispute shall be referred to a conference between the Contractor and the Union. Representatives of the Union and the Contractor shall then attempt to resolve the dispute. Any agreement so reached shall be reduced to writing and shall thereafter be binding on the Contractor, the Union and the employees.

D. Step 4. Any claimed violation of an express provision of this Agreement which the parties have not been able to mutually resolve in the prior steps may be referred by either the Contractor or the Union by prompt written notice to the other, to arbitration by an arbitrator mutually agreed upon by them. Any award of the arbitrator shall be final and binding upon the Contractor and the Union and the affected employees provided, however, he shall have no jurisdiction to alter, amend, change, add to or subtract form this Agreement. The fees and expenses of the arbitrator shall be borne by the losing party.

E. All grievances must be brought to the attention of the Contractor within ten (10) working days of the occurrence giving rise to the grievance or dispute and shall be waived for all purposes if not presented to the Contractor in writing within thirty (30) calendar days from such date.

F. The Contractor agrees to recognize a Steward, selected by the Union from among the working employees as a representative of the Union. The Union shall notify the Contractor in writing of the appointment of the Union Steward and the Contractor shall not discharge the Union Steward until after it has notified the Union in writing of such intention at least two (2) full working days prior to such discharge. The Union Steward shall not be laid off for lack of work as long as there is work available he is qualified to perform.

G. The Business Representative of the Union shall have access to the jobs during working hours for the purpose of adjusting grievances or disputes and such other duties as he may have to perform, provided his activities do not interfere with the progress of the job.

H. 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 J 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 Steward, and the Contractor, or his representative, prior to laying off or discharging the Job Steward 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 Steward shall not be discharged or laid off for the performance of his agreed-upon duties when performed in accordance with this Article.

I. Stewards shall be given job security and have the right to transfer as Steward from job-to-job provided they are qualified employees and perform their employee duties to the satisfaction of the Contractor. There shall be no discrimination against the Union Steward 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.

J. To promote harmony between the Union and the individual Contractor, the Steward 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 Contractor and the Job Steward prior notice.

8. Report any reckless or unsafe employees covered by this Agreement on the jobsite 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.

K. No employee covered hereby may be discharged by the Contractor for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council, or the International Union of Operating Engineers, Local Union No. 12, or for engaging in any conduct protected by Sections 7 or 502 of the Labor Management Relations Act of 1947, as amended.

L. If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council, or the International Union of Operating Engineers, Local Union No. 12, and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor on that project.

ARTICLE VI
Qualifications

A. 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 Contractor 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.

B. This Agreement constitutes the sole and entire Agreement between the parties hereto and supersedes all prior agreements between the parties and between the Union and the Contractor.

C. This Agreement may be supplemented or amended only by a written agreement between and executed by the Contractor and the Union. Any alleged agreement between the Union and any Contractor shall be invalid and unenforceable.

ARTICLE VII
Sub-Contractors

A. The Contractor shall not sublet any part or portion of his work covered by this Agreement to any other Contractor or Sub-Contractor or to independent contractors (commonly referred to as free lance Deputy Inspectors) or use any of his supervisors or other non-unit employees in the performance of such work.

B. Paragraph A shall not limit the Contractor in the use of any other Contractor or Sub-Contractor (other than free lancers) supervisors or other non-unit employees to the extent necessary because the Contractor does not have in his employ, and (after notice to the Union of its need) cannot immediately hire sufficient qualified Inspectors to perform the available work.

C. Regardless of the source from which Inspectors or Sub-Contractors are obtained, the Contractor agrees to pay each Inspector or Sub-Contractor the minimum wage, travel pay, mileage pay, subsistence and fringe benefits that are contained in this Agreement. The Contractor will notify the Union of the name, Social Security number, address and telephone number of said Inspector or Sub-Contractor, in writing within twenty-four (24) hours after hiring such Inspector or Sub-Contractor.

D. All Inspectors employed by the Contractor shall be considered as employees and shall be entitled to all provisions of this Agreement including but not limited to all travel pay, subsistence, fringe benefits and the Contractor shall withhold all payroll deductions as required by State and Federal Law.

ARTICLE VIII
Holidays

A. The following dates are recognized as holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

and the first Saturday following the first Friday in the months of June and December.

B. No work shall be required on Labor Day or the first Saturday following the first Friday in the months of June and December, except in case of extreme emergency and then only to protect life and property.

C. If any of the holidays set forth in "A" of this Article should fall on Sunday, the Monday following shall be considered the holiday.

D. Any work performed on or off site on the above holidays shall be paid for at the double time rate of pay.

E. It is understood that any work performed offsite shall be paid for at the double rate of pay.

F. The two (2), four (4), six (6) or eight (8) hour provisions in Article IX, Paragraph D, shall apply to the holidays in Paragraph A of this Article.

ARTICLE IX
Shifts, Overtime, Etc., Pay

A. Employees working a second (2nd) (swing) shift shall be paid eight (8) hour's pay for seven and one-half (7½) hours of work. Employees working a third (3rd) (graveyard) shift shall be paid eight (8) hour's pay for seven (7) hours of work.

B. Eight (8) hours worked, regardless of starting time, shall constitute a shift. On Saturday work, the first twelve (12) hours shall be at time and one-half (1½) and all additional hours at double (2) time. Sunday shall be at double (2) time. Holiday pay shall be in accordance with Article VIII.

C. Rest Periods:

1. 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.

2. 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.

D. Overtime rates shall apply for all hours worked as follows:

1. Monday through Friday, except holidays, over eight (8), excluding lunch period, in the day, over seven and one-half (7½) excluding lunch period, for swing shift workers and over seven (7), excluding lunch period, for graveyard shift workers.

2. The "day", "holiday", "Saturday", "Sunday", "Monday", etc., as above used, is the calendar day that is, the twenty-four (24) hours between 12:01 A.M. and the following midnight. There shall be no duplication or pyramiding of premium pay under this Section. "Week" for this purpose refers to the seven (7) consecutive days beginning at 12:01 A.M. Monday.

E. The employee will furnish the Contractor with his current address and phone number. Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless: (1) he has been notified before the end of his last preceding shift not to report or, (2) the Contractor has notified the employee, prior to leaving home, not to report. Any employee who reports for work and for whom work is provided, shall receive not less than four (4) hours pay and, if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours are worked in any one (1) day, shall receive not less than eight (8) hours pay.

1. The two (2), four (4), six (6) and eight (8) hour provision of this section shall also apply to Saturday, Sunday and holiday work.

F. No employee shall be required to work more than five (5) consecutive hours without a one-half (½) hour meal period, unless such meal period conflicts with the Inspector's duties as required by the applicable Building Code.

G. The Contractor shall make the employee's paycheck available on a designated weekly or bi-weekly payday and in no event shall the Contractor withhold more than five (5) working days. In the event an employee's paycheck is not made available 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.

1. When employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. 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. In the event the Contractor fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week until the time such payment has been made.

2. An employee who quits shall be mailed his pay in full by Certified Mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

3. An employee may request that his/her paycheck be mailed on the designated payday.

ARTICLE X
Travel, Mileage and Subsistence

A. The employee shall report directly to the jobsite as directed by the Contractor. The Contractor may, but is not required to furnish the employee with transportation to travel to and from work.

B. Whenever the employee uses his personal transportation to the jobsite, he may be required to transport Contractor furnished hand equipment which he alone will utilize in his duties as an Inspector, such as, but not limited to, slump cone and rod, empty cylinder molds, hand carried test machines, etc. It is understood and agreed that no employee shall be required to use his personal automobile to haul material, equipment and/or men other than Contractor furnished hand equipment. Any such hauling shall be completely voluntary on the part of the employee.

C. When the Contractor requests the employee to haul material, equipment and/or men other than that listed in Paragraph B, the Contractor shall reimburse the employee for use of his personal vehicle as follows: (current IRS rate) per mile each way traveled by the most direct route on public roadways and travel pay at the regular hourly rate. Nuclear Density Gauges shall only be transported in vehicles which meet DOT transportation requirements for distance from passenger and locking/storage procedures.

D. When an employee is assigned to a job located at a distance of more than fifty (50), but less than one hundred (100) miles from the Contractor's laboratory or the employee's residence, whichever is closest, he shall be reimbursed for travel expense at the rate of (current IRS rate) per mile for each mile traveled to and from the jobsite beyond such fifty (50) mile distance, traveled by the most direct route on public roadways.

E. If an employee performs inspections at two (2) or more locations in any one (1) day, he shall be reimbursed at the rate of (current IRS rate), per mile for each mile traveled between each such location by the most direct route on public roadways, plus travel time.

F. Remote jobs are jobs located beyond the one hundred (100) mile distance referred to in Paragraph D and any offshore natural islands. On remote jobs where employees are required to remain away from their permanent place of residence overnight, the following conditions shall apply:

1. The employee shall be provided suitable room and board without cost on a seven (7) day per week basis or be paid a subsistence allowance of Sixty-Five Dollars ($65.00) per working day or portion thereof. If this latter alternative is adopted, the Contractor shall provide free transportation and travel time to and from the job on non-working days unless the Contractor elects to pay the subsistence on a seven (7) day per week basis.

2. Employees shall be provided free transportation to and from the jobsite, or given common carrier fare, or paid (current IRS rate) per mile if their own car is used, measured as in Paragraph C above. The foregoing shall be in lieu of any payment under Paragraph D.

3. Employees shall be paid travel time to and from the jobsite, from the starting point as in Paragraph D above, at the employee's basic straight time hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period.

4. Transportation and travel time is to be paid at the beginning and ending of the job. If the Contractor elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

G. Except as otherwise provided, employees will not be paid for any time they travel to and from the jobsite.

H. It is understood that no subterfuge will be used to circumvent paying subsistence and mileage.

I. If safety dictates, no employee shall be required as a condition of employment to work alone in remote locations, along major transportation routes, or on projects with heavy congestion of construction equipment.

If the above conditions exist, then there shall be a minimum of two (2) covered workmen on each crew.

J. Tuition Reimbursement/Certification Program.

All "Building/Construction Inspector, Field Soil Inspection and Soil and Material Testing" referenced in Article I, Section B, Paragraph 1, 2, and 3 will receive reimbursements at a rate of fifty percent (50%) of certification costs, for obtaining or renewing approved certification(s) at accredited academic institutions, provided the following conditions are met:

1. Pass exam (C or better) and/or agency interview to achieve new certification.
2. Pass Clark County Building Department (CCBD) interviews for certifications.
3. Provide receipts within ten (10) days of completing certification.
4. Maximum of Five Thousand Two Hundred Fifty Dollars ($5,250.00) per calendar year (IRS Section 127).

Employer will reimburse member within two (2) weeks of receiving member's receipts via separate check.

ARTICLE XI
Health and Welfare

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated November 23, 1954, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust, and further to make payments to the Fund in the amount designated in Appendix "A" of this Agreement for all straight-time or overtime hours worked by or paid each employee under this Agreement. The participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

B. In the event the Trustees determine that they are unable to maintain the then existing level of benefits of the Plan without reducing the reserve funds of the Trust below the minimum required three (3) months premiums, they shall promptly advise the parties to this Agreement and Declaration of Trust of their conclusions and shall certify to said parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties their estimate of the rate of contributions which will be sufficient to maintain the then existing level of benefits of the Plan.

1. The parties to this Agreement agree that if a majority of the participants in this Plan at the Semi-Annual Membership Meeting or a special called General Membership Meeting desire to increase the hourly contribution, as contained in this Article, to maintain or increase the level of benefits by allocating additional cents per hour from

their existing hourly wage rate or from future agreed-to wage increases, they will amend this Article in accordance thereof.

2. The intent of Section B, Paragraph 1, of this Article is to maintain the level of benefits agreed to by the Trustees for the period of this Agreement without any increased cost to the Contractors.

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

ARTICLE XII
Pension

A. A pension fund known as the Operating Engineers Pension Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated December 13, 1960, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and further to make payments to the Fund in the amount designated in Appendix 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 renewal or extension thereof or for the period workmen are employed under the terms of this Agreement.

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

ARTICLE XIII
Defined Contribution Plan (Annuity)

A. A defined contribution fund known as the Operating Engineers Defined Contribution Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated June 14, 2018, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "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.

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

ARTICLE XIV
Vacation-Holiday Fund

A. A vacation-holiday fund known as the Operating Engineers Vacation-Holiday Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated the 10th day of July, 1963. The Contractors agree to abide by said Agreement and Declaration of Trust and further to make payments to the Fund in the amount designated in Appendix A of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. This payment includes the Supplemental Dues in Article XV. The participation of the Contractors in said Trust shall be for the duration of this Agreement or any renewal or extension thereof.

ARTICLE XV
Supplemental Dues

A. Subject to the following conditions, the Contractor agrees that each employee may give written authorization to the Board of Trustees of the Operating Engineers Vacation-Holiday Savings Trust to pay to the Union from funds held by the Trustees on his behalf the amount certified by the Business Manager of the Union as owing for each hour of the employee's employment (hours worked or paid) in each payroll period, as special Supplemental Dues owed by the employee to the Union.

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

C. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year-to-year thereafter, unless the employee has served written notice upon the Board of Trustees and 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 XVI
Joint Apprenticeship and Journeyman Retraining Fund

A. A joint apprenticeship and journeyman retraining fund known as the Southern Nevada Operating Engineers Apprentice and Journeyman Training Trust has been

established by the Contractors and the Union by an Agreement and Declaration of Trust dated October 14, 1964, and subsequently amended by the parties to this Agreement on June 16, 1975. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make contributions in the amount designated in Appendix A of this Agreement for each hour worked or paid each employee under this Agreement.

B. The contribution shall pay for the administration of the Joint Apprenticeship and Journeyman Retraining system and for the administration of the Fund, and shall also pay for the retraining of members in an effort to increase their skills in operating and repairing equipment. The number of Journeyman trainees shall not be increased during periods of economic action under this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof.

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

ARTICLE XVII
Engineers Contract Compliance Committee (ECCC)

A. Effective January 1, 1989, the Contractor shall pay in accordance with Appendix A, for all hours worked or paid to the Engineers Contract Compliance Committee (ECCC). The ECCC shall be established by the Union in accordance with Section 6-(b) of the Labor-Management Cooperation Act of 1978, and shall be composed of one (1) contractor representative from each of the contractor associations (4), and four (4) representatives from Local Union No. 12. The purpose of the ECCC shall be to improve job security and organizational effectiveness, and involve workers in decisions affecting their jobs.

B. The Contractor shall be bound by the Declaration of Trust of the ECCC, and all amendments. Therefore, the parties agree to establish a Joint Labor-Management Cooperative Committee (Committee) for promoting job security of employees working under the Agreement, and for enhancing economic development of the Contractors. Among the methods the Committee shall use to attain these objectives shall be enforcement of the obligation of non-signatory contractors and employers to abide by Federal and State prevailing wage laws, or other government agency laws.

C. The parties shall either establish a new trust fund or participate in an existing trust fund which has these objectives. There shall be equal representation of labor and management on the trust fund, which shall have an executive committee of one (1) labor and one (1) management representative, along with an administrative staff to conduct the Committee's day-to-day affairs.

D. The parties agree that the monies collected shall be deposited in an interest-bearing account until the plan becomes operational, however, during the interim period the parties to the Agreement may place someone in the employment of the plan to assist in formulating and establishing the program.

ARTICLE XVIII
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 contractors and promote programs designed to improve the construction industry. Each individual Contractor 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 Contractor under this Agreement to the Contract Administration and Industry Advancement Fund.

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

C. The Majority Association shall receive on a proportional basis Contract Administration and Industry Advancement Funds based on reported hours worked by contractors not proxied to a Contractor Association (i.e. 90% of reported hours worked = 90% of Contract Administration and Industry Advancement Funds not proxied or designated to a Contractor Association).

For the purpose of this article the following definitions shall apply. The term "Contractor Association" shall refer to a Contractor Association whose members have selected the Association by written proxy to represent the members in matters of collective bargaining, grievances, arbitration and/or all other matters pertaining to labor relations. The term "Majority Association" herein shall refer to the Contractor Association which has the majority of reported hours worked by the Operating Engineers through proxied members.

ARTICLE XIX
Audits and Delinquencies

A. The Trustees of their respective Trust through their administration may request an audit of the Contractor's payroll records to determine if all monies due the Vacation-Holiday Fund have been properly reported and paid. Such notice of an audit shall be in writing ten (10) days prior and complied with by the Contractor within thirty (30) days after such notice. All audits shall be performed during normal business hours by a

person(s) as designated by the Trustees. Cost of audit to be paid by the Fund unless underpayment is discovered.

B. All signatory Contractors found to be delinquent shall pay for all legal fees, court costs and auditing costs in connection with such delinquencies, plus liquidated damages in the amount of Twenty-Five Dollars ($25.00) or ten percent (10%) of the total sum of the delinquent contribution, whichever is greater, to the Operating Engineers Vacation-Holiday Fund.

ARTICLE XX
Wage Rates

The Wage Rates shall conform to Groups I, II and III Classifications of the Southern Nevada Master Inspection Labor Agreement.

	Wage Rate and Effective Dates			
	10-1-18	10-1-19	10-1-20	10-1-21
		*$2.00	*$1.50	*$1.50
Group I	$40.13	$40.13		
Field Soils and Material Tester				
Field Asphaltic Concrete				
Field Earthwork (Grading Excavating and Filling)				
Load Testing for Ceiling Anchors				
Naturally Occurring Asbestos (NOA) Tester				
Roofing Inspector				
Waterproofing Inspector				
Group II	$44.21	$44.21		
AWS-CWI Welding Inspector				
Building/Construction Inspector				
Nondestructive Testing (NDT)				
Licensed Grading Inspector				
Reinforcing Steel				
Reinforced Concrete				
Pre-Tension Concrete				
Post-Tension Concrete				
Structural Steel and Welding Inspector				
Glue-Lam and Truss Joints				
Truss-Type Joint Construction				
Shear Wall and Floor System used as diaphragms				
Spray-Applied Fireproofing				
Structural Masonry				
ICC Soils Inspector with G.B.				
ICC Commercial Building Inspector				
Group III	$46.21	$46.21		
X-Ray Inspector				

*The Union may elect as its option, upon at least sixty (60) days' written notice, allocate an increase to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and/or Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee and (7) Defined Contribution Plan (Annuity).

A. The job classification descriptions are set forth herein. The hourly wage rate shall apply to the classifications on the dates shown on all work covered by the terms of this Agreement.

B. It is further agreed that in the event government controls of wages and prices are re-established in any form and the negotiated increases contained herein are reduced by action of the government controls, these amounts withheld by government controls shall become due and payable to the employees on the date it becomes legal to do so.

C. Foreman/Lead

1. If a Contractor employees seven (7) or more employees covered by this Agreement one (1) job or project, an Operating Engineer Foreman shall be employed at the rate of not less than Two Dollars ($2.00) per hour over the hourly rate of the highest paid Operating Engineer on the job or project. This additional pay shall be added to the regular rate and become the base rate for the entire shift. Employees shall not perform inspections/testing except in an emergency or when regular inspectors/testers are temporarily absent.

2. When less than seven (7) employees are working on the job or project, and the Contractor assigns supervisory authority to one of the Journeyman, he may work in the trade, but will be paid at the foreman's rate and the additional pay shall be added to the regular rate and become the base rate for the entire shift.

D. Notwithstanding the above provisions of this Article XX, the Contractor shall not be obligated to pay rates in excess of those any other Contractor is obligated to pay its Building/Construction Inspectors or Field Soils and Material Testers pursuant to a collective bargaining contract with the Union. Upon request, the Union shall make available to the Contractor for its inspection the executed copy of all contracts it has prescribing rates for Building/Construction Inspectors and Field Soils and Material Testers.

Equipment to be provided by the Inspector:

1. Concrete testing equipment (slump cone, rod, slump plate, tape measure, scoop, concrete thermometer)
2. Personal safety equipment (steel toe boots)
3. Calculator, notebook, writing instruments

Equipment to be provided by the Contractor for use to the Inspector:

1. Unit weight bucket and scale
2. Concrete air meter (volumetric and/or pressure)
3. Nuclear density gauge, plate, pin and extractor
4. Sand cone density equipment
5. Non destructive equipment (UT, PT, MT, X-ray, etc.)

Personnel qualifying for the job title of Apprentice Inspector will be certified with an ACI certification and a nuclear density gauge operator certificate.

Personnel qualifying for the job title of Inspector will be required to meet the criteria for Apprentice as well as a total of two (2) years field experience as an Apprentice Inspector in at least one (1) of the following certifications:

I.C.C. (International Code Council)
- ICC Reinforced Concrete
- ICC Prestressed Concrete
- ICC Structural Masonry
- ICC Fireproofing
- ICC Structural Steel

AWS Certified Welding Inspector

ASNT Level II UT, PT, MT or X-ray

ARTICLE XXI
General Savings Clause

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having a jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect and the parties shall immediately meet to negotiate new provisions to replace those held to be void.

ARTICLE XXII
Termination and Renewal

A. This Agreement shall be effective as of October 1, 2019 to September 30, 2022, and for additional periods of one (1) year thereafter. Either party shall give notice to the other of its desire to modify, amend and/or terminate this Agreement at least sixty (60) days' prior to September 30, 2022. In the event notice is given of a desire to modify, amend and/or terminate, the parties shall negotiate and make every effort to reach an agreement prior to the anniversary date. In the event no agreement is reached prior to September 30, 2022, either party may thereafter terminate this Agreement. Notice to the Union shall be sent to the attention of the Business Manager and effective only upon receipt at the Union's main office at 150 East Corson Street, Pasadena, California 91103.

B. This Agreement may not be opened at any time during its term for any reason, except by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 14th day of December, 2019.

NEVADA CONTRACTORS ASSOCIATION

Patrick Velasquez, Labor Relations Director

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Ronald J. Sikorski, Business Manager

Dan E. Hawn, President

David Garbarino, Vice President

Larry Davison, Rec-Corres. Secretary

Shawn Kinsey, Financial Secretary

Carl L. Mendenhall, Treasurer

Business Representative

APPENDIX "A"

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER AGREEMENT

APPRENTICE WAGE RATES

(Based on the Journeyman Rate of $44.21, effective 10-1-19)

0- 999	hours	-	Step I	@ 60%
1000-1999	hours	-	Step II	@ 65%
2000-2999	hours	-	Step III	@ 70%
3000-3999	hours	-	Step IV	@ 75%
4000-4999	hours	-	Step V	@ 80%
5000-6000	hours	-	Step VI	@ 90%

All shift pay or premiums entitled to be paid under the terms of this agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above apprentice wage rates exceed any of the Journeyman Group Rates of this agreement.

FRINGE BENEFIT CONTRIBUTIONS:	EFFECTIVE DATES			
	10-1-18	10-1-19	10-1-20	10-1-21
Health and Welfare (Local 12, Hourly).....	$11.55	$11.70		
Pension (Local 12).....	9.65	9.65		
Defined Contribution Plan (Annuity)	----	1.45		
Vacation-Holiday ($2.00) and Supplemental Dues ($1.40).....	3.05	3.40		
Joint Apprentice Training/ Journeyman Retraining Fund	0.85	0.90		
Engineers Contract Compliance Committee (ECCC).....	0.14	0.14		
Contract Administration and Industry Promotion Fund	0.05	0.05		