MASTER LABOR AGREEMENT

between

NEVADA CONTRACTORS ASSOCIATION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT, entered into this 1st day of July, 2022, by and between the Nevada Contractors Association hereinafter referred to as the CONTRACTORS, as defined below, and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction, survey and asphalt producing work in Southern Nevada and in the performance of their present and future contracting operations are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement in the area hereinafter defined in Article I in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors by this Agreement intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

ARTICLE I
General Provisions

A. Definitions:

The term "Contractors", as used herein, shall refer to the Nevada Contractors Association for its members who have authorized, through power-of-attorney, such representation (a list of such authorizations from the above mentioned Contractor Association, certified by an authorized person, is to be forwarded to the Union without delay

at the signing of this Agreement for present members and upon acceptance of new members).

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

The term "Contractor" (or "Employer") shall refer to a person, firm, limited liability company, or corporation, party to this Agreement.

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

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

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

B. Coverage:

1. This Agreement shall cover and apply in Southern Nevada, more particularly described as the Counties of Clark, Lincoln, Nye and Esmeralda. In the event a Construction Project Agreement is renegotiated covering the Nevada Test Site, then, in that event, the area comprising the Nevada Test Site shall be excluded from the coverage of this Agreement.

2. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union.

3. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms, limited liability company, partnerships, corporations, joint ventures or other legal entities who at the time of execution of this Agreement are, or during the term hereof become members of the Association.

a. It shall cover work on building, heavy highway and engineering construction, including the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work:

b. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and

conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging and tunnels, soil testing and building/construction inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

c. It shall cover all work including the initial setting, positioning and programming of the base station in conjunction with Global Positioning Systems/GPS on the jobsite.

d. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including Power Plants, Mines, Solar Energy installations and appurtenances, oil or gas refineries and incidental structures, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction, except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

e. All concrete form work, including but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the forklift, loed, pettibone or mobile equipment in reference to all of the above work.

f. All work in connection with tiltup slabs, including but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing and lining, welding, drilling, ledger bolts, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

g. All work in connection with the hoisting of materials which are to be used by the Carpenters or Building Tradesmen will be rigged, guided and handled by employees covered by this Agreement.

h. The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles, sheet piles, soldier beams and casings, together with all necessary walling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but

not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene, high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.

i. All office modular furniture systems including, but not limited to: the unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

j. The placing, handling, moving and erection of all materials which fall within the description of work set forth in the Agreement from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in erection of scaffolding.

4. This Agreement shall also include work in the Contractor's yards and shops, field survey work, asphalt, screening, soil cement and crushing plants and operations, forest fires, floods and emergency work.

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

5. This Agreement shall cover and apply to all employees except that it shall not cover and apply to executives, superintendents, assistant superintendents, master mechanics, office engineers, timekeepers, messenger boys, office workers, or any other employee of the Contractors above the rank of craft foreman, except as herein provided.

a. The parties to this Agreement recognize that Operating Engineer Foremen are dispatched by the Union or appointed by the Contractor and are subject to negotiated wage rates and shift schedules are covered by contributions into the various

Operating Engineer Fringe Benefit Trusts for all hours worked or paid, and as Foremen, are utilized as representatives of the Contractor in a supervisory capacity.

b. The Union agrees no disciplinary measure will be taken against such Foremen for any actions taken by them as directed by their Employer when such actions conflict with this Agreement.

6. The Union may, however, file all grievances and disputes through the grievance procedure under Article V of this Agreement, and may, at their discretion, institute their prerogatives regarding Union proceedings.

7. All work performed and all services rendered by the employees for the Contractor shall be rendered under terms and provisions at not less than those contained herein.

8. **Subcontracting, Employee Rights, Union Standards and Work Preservation:**

a. The purposes of this Paragraph 8 are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

b. In some instances a Contractor signatory hereto joint ventures with a non-union Contractor to bid on certain projects.

If the Contractor joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement.

However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

c. In the event this joint venture is successful in being low bidder and awarded, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the signatory contractor partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement.

d. Definition of Subcontractor: Subcontractor is defined as any person (other than an employee covered by this Agreement), firm, limited liability company,

partnership, corporation, joint venture or other legal entity, holding a valid State Contractor's license where required by law, who orally or in writing agrees to perform or who in fact performs with, for or on behalf of an individual Contractor, or Subcontractor of an individual Contractor, any part or portion of the work covered by Article I, B, 8 (e).

e. The Contractor agrees that he or his Subcontractor shall employ one (1) or more employees who are represented by the Union, on each jobsite on which he or his Subcontractor or his Subcontractors are performing work of the type covered by this Agreement, as defined in Article I and the classification contained in Appendices A through E. Neither the Contractor, or any of his Subcontractors, shall transfer, assign, permit, agree or direct any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm, limited liability company, or corporation, party to a current Labor Agreement with the Union and/or the crafts (Cement Masons, Teamsters and Iron Workers) party to Labor Agreements with the Nevada Contractors Association.

9. All work performed by the Contractors or Subcontractors and all services rendered by the Contractors or Subcontractors shall be rendered in accordance with each and all terms and provisions hereof.

10. In the event of a jurisdictional dispute where the work in dispute is awarded to the Operating Engineers in accordance with Article III, the Contractor or Subcontractor involved shall immediately comply with such decision.

11. The Contractor shall provide in his contract with the Subcontractor, the following provisions:

a. Any Subcontractor who performs any work or uses equipment on the project within the jurisdiction of the Operating Engineers, must be signatory to an appropriate Agreement with the Union.

b. If there is a dispute over the assignment of equipment, the Subcontractor agrees to a meeting with the Contractor and/or his representative and a representative of the Union.

c. The Subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article III. The Subcontractor agrees that he will bind his Subcontractors to said procedures in the same manner and to the same effect as hereinabove provided with respect to him.

d. In particular, the Subcontractor agrees to be bound by the provisions of Article III and any decision or interpretations shall be binding upon and accepted by the Employer and/or Association and the Union. No party hereto shall refer any jurisdictional dispute to the National Labor Relations Board for settlement.

Per (d) above, it is the intent of the bargaining parties to utilize the process detailed in Article III for the Settlement of all Jurisdictional Disputes on the project. To the fullest extent permitted by the law, the Contractor will require all Subcontractors on the project to utilize this process to settle jurisdictional disputes.

All Subcontractors will be notified when starting work on the project that they are to utilize the process detailed in Article III for the Settlement of Jurisdictional Disputes, to the exclusion of other procedures, nor shall they cooperate or participate in any Board proceeding under Section 10(k) of the National Labor Relations Act with respect to any jurisdictional dispute involving the Operating Engineers.

12. The following provisions shall apply in a situation where the Union contends that a Subcontractor of the Contractor has assigned the performance of work covered by this Agreement to a workman who is represented by another labor organization:

a. In the event the Union contends that the foregoing state of facts exists, it shall have the right to notify the Contractor, in writing, of the details and to request the Contractor to take corrective action hereinafter specified. Upon receipt of such a notice from the Union, the Contractor shall investigate the situation without delay and if it is determined that the labor organization which represents the workmen performing services covered by this Agreement does not contend that such services fall within its own craft jurisdiction, the Contractor shall immediately take the following action:

b. With the mutual agreement of the Subcontractor, to replace the workman who has been performing the services in question with an employee represented by the Union, or

c. So alter the Contractor's relationship to the Subcontractor as will result in the performance of the services in question by an employee represented by the Union. The Contractor's action may consist of a change order affecting the scope of the work covered by the subcontract with the particular Subcontractor or a complete termination of said subcontract.

d. The Contractor agrees that he shall include in all of his subcontract provisions giving him the right to take any of the foregoing remedial actions.

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

C. **Warranty:**

1. So far as it is within the control of the Contractor, the loading and unloading of equipment which is operated by employees covered by this Agreement, or the transportation of such equipment by means of its own power, from job-to-job, yard-to-yard, and job-to-yard, shall be performed by employees covered by this Agreement. Nothing

2. The Contractor and his Subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment. Every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment which use will tend to cause any discord or disturbance on this project.

3. Nothing in this Agreement shall limit the right of Contractors to utilize machinery and equipment dealers to perform major repairs on machinery and equipment on or off the jobsite. All other maintenance and repairs which are normally and customarily performed by persons in the classification of Heavy Duty Repairman Welder shall be performed by employees covered by this Agreement. In the event this paragraph proves unworkable during the life of this Agreement, the parties hereto agree that the provision contained in Article XIX will prevail in resolving the issues at hand.

ARTICLE II
Union Recognition

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor over whom the Union has jurisdiction, including such jurisdiction as defined by the Building and Construction Trades Department of the AFL-CIO (including, but not limited to, electric transmission lines, conduit projects, substations, and power plants).

B. The Union recognizes the Nevada Contractors Association in Clark, Lincoln, Nye and Esmeralda Counties of Nevada, as the sole and exclusive bargaining representative for their respective eligible members, present and future, who are or who become, bound by this Agreement and agrees that during the term of this Agreement they will not negotiate or enter into any agreement with such individual eligible members of the Association relative to part or all of the subject matter covered by this Agreement.

C. This Agreement shall be binding upon each and every eligible member of the Nevada Contractors Association, with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Nevada Contractors Association, shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended

members, the provisions of Article III and Article V shall not apply from the time when such member resigns or is suspended from the Association. Such former or suspended member shall automatically be bound by all of the terms of the Union's Short Form Agreement for the Construction Industry except that he may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days' written notice, provided to the Union and shall be effective only upon receipt at the Union's main office, Certified Mail Return Receipt Requested, addressed to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103 prior to June 30, 2025, (or June 30th of any subsequent year if the Union fails to give notice in 2025) of his intent not to be bound by any new or renewed Agreement. Thereafter the termination clause of the Short Form Agreement shall apply. The Association will advise the Union of any such communication and send to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103 or notice of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

D. By Memorandum of Understanding between the bargaining representatives of this Agreement and the bargaining representatives of other geographical areas, provisions may be made for the transfer of certain key employees of an individual Employer on a nondiscriminatory basis. Employees of an individual Employer who are transferred into the jurisdiction of Local Union No. 12, under the provisions outlined in this paragraph, shall be allowed to remain on the job or project, in the classification for which they were dispatched, for its duration, but these employees shall not acquire Group "A" Status. However, if any Employer is successful in being awarded another project in Local Union No. 12's jurisdiction immediately upon completion or during the course of his initial project, he will no longer be considered as being a Contractor from outside the territorial jurisdiction of Local Union No. 12, and will employ all his personnel through the dispatch offices of the Local Union.

E. Definitions:

1. Group "A" Status:

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

b. Workmen shall have "A" Status for any period of incapacity or military service or for any period during which they are transferred by a Contractor to a job or project outside the geographic area of this Agreement and are there employed by such Contractor or by a joint venture with which said Contractor is associated. "A" Status to be extended to Owner-Operators who previously had "A" Status.

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

d. Workmen employed by an Employer at the time of his Employer signing this Collective Bargaining Agreement shall obtain "A" Status after two and one-half years (2½) in conformity with Subparagraph (a). Workmen in this category, however, may be called by name by such former Employer.

2. Group "B" Status: Workmen who have lost their preference as Group "A" workmen or who have performed work of the type covered by this Agreement under a Collective Bargaining Agreement of the International Union of Operating Engineers, shall register in Group "B".

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

4. Preferred "A" Status: Shall be permitted with respect to the following classifications but requests by name will not be permitted unless previously employed by the Contractor:

Air Compressor, Pump or Generator Operator. . . . . Group I
Generator Operator. . . . . Group I
Generator, Pump or Compressor Operator. . . . . Group I
Generator, Pump or Compressor Plant Operator. . . . . .Group I

a. The Contractors recognize the person employed under this section is a person who has reached an age where his productivity of operating heavy equipment has been restricted because of high speed and technical advances, or has been injured in an industrial accident and can be utilized on work of this nature.

b. It is not the intent of this clause to raise costs of construction, but rather to recognize the responsibility of the industry to provide suitable employment for such employee. On this premise, it is understood all Contractors on a job or project will request all Subcontractors and building tradesmen to assist in providing such employment to said Operating Engineer.

c. With respect to the above classifications, those registered in the Preferred "A" Status shall prevail.

d. Compressors: When the number of compressors (excluding compressor house or plant) of the 150 C.F.M. type, gasoline or diesel driven, exceeds nine (9) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units exceed sixteen (16), another Operating Engineer from the Preferred Classification shall be employed.

e. On any single unit, gasoline or diesel driven, capable of producing 900 C.F.M. on a job or project, an Operating Engineer from the Preferred Classification shall be employed. It is further understood that a Preferred Operator shall be employed on major drilling and blasting operations to operate the Compressor and assist in the drilling and blasting operations.

f. Welding Machines and Generators: When the number of welding machines and/or generators (small portable units) gasoline or diesel driven, exceed nine (9) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units exceed sixteen (16) another Operating Engineer from the Preferred Classification shall be employed.

g. When an Employer uses generators on his job which total 300 K.W., an Operating Engineer from the Preferred Classification shall be employed, excluding asphalt, CTB, concrete and rock plant operations.

h. This Article shall include the machines of the prime Contractor and/or Subcontractor in operation on any job or project.

i. When the number of compressors, welding machines and/or generators in combination - described in Paragraphs 4-d and 4-f exceeds twelve (12) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units in combination exceeds twenty-four (24), another Operating Engineer from the Preferred Classification shall be employed.

j. Subparagraphs (d), (e), (f), (g), (h), and (i) above, shall not apply to a job or project Two Million Five Hundred Thousand Dollars ($2,500,000.00) or less.

k. The Employer shall call the Union Dispatch Office for all workmen used in the above classifications and shall not use workmen who were dispatched to perform work in other classifications except in cases of emergency or on jobs where a single unit of small pumps, compressors or generators are used. The Employer may utilize the services of another employee covered by this Agreement to service such single, small unit. Workmen registered on the Preferred List shall be dispatched until this list is exhausted.

5. Workmen registered in this Preferred "A" Status shall:

a. Be ineligible to register and shall not register for work in any classification other than those specified in this paragraph.

b. Be fifty-five (55) or more years of age and have at least ten (10) years employment or availability for employment, in any one (1) or more classifications contained in this Agreement of the type or kind of craft work covered by this Agreement in the geographic area defined in this Agreement, provided, however, that a person who does not meet such requirements but who has a physical handicap preventing his employment in any classification except one specified in this paragraph and who has "A" Status, or acquired such handicap as a result of an industrial accident while employed as an Operating Engineer, shall be permitted to so register.

F. All Officers and Business Representatives of the Union who have had experience in any one (1) or more of the classifications of work contained in this Agreement and all employees above the rank of craft foreman employed by the individual Contractor in the area covered by this Agreement who have previously had work experience in one (1) or more of the classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment of an individual Contractor as an employee at the trade, he shall do so with the same preference as if he had continually worked for individual Contractors.

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

1. Hiring -- Union Responsibilities:

a. The Union shall establish and maintain open and nondiscriminatory employment lists for workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to registration and dispatchment subject to the provisions of this Article.

b. The District Dispatching Office will furnish in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists to the Contractor by use of a written referral in the order of preference outlined in "Definitions" of this Article, and the selection of workmen for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

c. Subject to the foregoing, the individual Contractor is the judge as to the competency of all his employees and applicants for employment. The Contractor may

reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Contractor. All workmen shall be employed in accordance with the provisions of this Agreement. No employee shall be discharged or discriminated against for activities on behalf of, or representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the grievance procedure.

d. The Union will maintain a District Dispatching Office in the city of Las Vegas, Nevada to provide service to the Contractors.

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

f. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker" or Subcontractor, furnishes workers to perform work covered by Article I, Section B, 8 (e) of this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

2. Hiring -- Contractor Responsibilities:

a. The Contractor shall first call a District Dispatching Office (as referred to above) for such workmen as he may from time-to-time need, and the office shall furnish to the Contractor the required number of qualified and competent workmen of the classification needed and requested by the Contractor, strictly in accordance with the provisions of this Article.

b. It shall be the responsibility of the Contractor when ordering workmen to give the Union all of the pertinent information regarding the workmen's employment.

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

d. When the Contractor desires to transfer employees from one (1) district to another, he shall give reasonable advance notice (by telephone or otherwise) to the office in the district where the men are employed. The District Office which includes the area where the men are to be employed will issue new referrals.

e. Where employees are transferred to a job by the Employer and of necessity must remain away from their permanent home, the Employer and the employee will agree to the amount of compensation if the job is not located in a subsistence zone.

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

2. In the event the Union is unable to refer applicants for employment to a Contractor in sufficient number, or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Contractor to fully comply with minority hiring requirements imposed by his construction contract with any Federal, State or Governmental body, commission or agency, or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Contractor, then in any such event the Contractor shall be free to directly recruit from any source such number of minority applicants acceptable to the Contractor as may be necessary to satisfy the Contractor's needs to effect such compliance.

3. It is understood, the Contractor shall submit to the Union, in writing, any such request for minority applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law, the Construction project number and a copy of the compliance order.

I. Employers who utilize certain small types of equipment normally operated by Operating Engineers for short periods during a shift and of necessity occasionally use the services of a workman of a craft other than Operating Engineers to operate this equipment shall have such workman referred to him by the Union. The Employer shall notify the Union in writing giving the name, social security number and job classification of the person he intends to utilize on work covered by this Agreement for short periods of time during the shift.

1. Prior to the employment of such workman, the Employer shall first contact the Union advising them of the type of equipment for which the employee is to be dispatched. If the Employer and the Union have met and it is determined the job warrants the necessity of such workman, he shall then be dispatched to the Employer but shall only operate the piece of equipment for which he was dispatched. In the event the Employer violates the

provisions set forth in Paragraphs 1, 2, 3 and 4 of this Article, then he shall lose the privilege of this Article for a period of six (6) months. Any subsequent violations of these provisions, the Employer shall lose the opportunity to take advantage of the aforementioned paragraphs for eighteen (18) months.

2. The workman employed by the Contractor shall designate the fringe benefit trust to which he chooses to have the Employer make contributions on his behalf if such trusts are other than those specified in this Agreement. Such designations shall be made by the workman at the time such workman is referred or otherwise employed, and shall be made in quadruplicate with one (1) copy for the Employer, one (1) copy for the Operating Engineers Trust Funds Administrator, one (1) copy for the Union and one (1) copy for the employee.

3. In the event the workman shall, as referred to above, designate that such fringe benefit contributions be made by the Contractor to trusts other than those specified by this Agreement, such contributions shall be made by the Contractor in the amounts specified from time-to-time by the applicable bargaining agreements providing for such other trusts and for the contributions thereto, and shall be made at the time and in the manner specified by such other trusts or the Trustees thereof.

4. The Contractor shall advise the Union in writing as to the workman's qualifications. Such workman, upon leaving the employ of the Contractor for any reason, may register on the Union's referral lists only in the classification for which he was originally referred to the Contractor. Such workman who leaves the employ of the Contractor shall not gain "A" Status on the Union's referral lists for a period of two and one-half (2½) years following his original referral and may register with the Union only in the classification of work he performs for the Contractor to whom he was originally referred.

5. No such workman shall be employed to the extent that would deprive a full-time Operating Engineer or Apprentice Operating Engineer from employment with the Contractor. No such workman shall be allowed to perform any work covered by this Agreement on a job or with a company which does not meet the requirements for Apprenticeship ratio or EEOC rules and requirements.

J. Each Employer who employs over five (5) Operating Engineers on any one (1) job or project covered by this Agreement or, if there are not over five (5) Operating Engineers on any one (1) job or project, who employs eleven (11) Operating Engineers on all company jobs or projects covered by this Agreement, shall have a minimum of one (1) Apprentice in his employ, if available. Thereafter, he shall include an additional Apprentice in each six (6) Operating Engineers employed after the first six (6) on any job or project covered by this Agreement or in each twelve (12) Operating Engineers employed after the first fifteen (15) on all company jobs or projects covered by this Agreement. Preferred workmen and nonworking Foremen will not be considered in determining the number of Operating Engineers employed for the purposes of this section.

K. The Joint Apprenticeship Committee established by the parties to this Agreement shall have the responsibility for establishing a referral procedure for Apprentices in conformance with the training standards. The Union shall dispatch all Apprentices in accordance with the procedure established by the Joint Apprenticeship Committee without regard to other provisions of this Article II.

1. It is agreed that all Apprentices shall be under the direct supervision of a Journeyman at all times and shall not perform any work alone. No indentured Apprentice may be employed as a Foreman until he has completed the Apprenticeship Program and is given Journeyman status.

2. The cost of dispatching Apprentices shall be borne entirely by the Joint Apprenticeship Trust.

L. A Contractor found violating any portion of this Agreement as determined by the grievance procedures shall immediately pay compensatory damages in the amount of one (1) day's pay at the highest Journeyman rate under this Agreement for each day or portion thereof the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund and the Contractor shall immediately order another workman from the Union's out-of-work list when required. If the Contractor is found in violation of the Subcontractor clause, such damages shall be paid to the Union.

ARTICLE III
Strikes, Lockouts, Jurisdictional Disputes

A. It is agreed by the parties hereto that all grievances or disputes arising between them over the interpretations or applications of the terms of this Agreement shall be settled by the procedure set forth in Article V hereof. During the term of this Agreement, the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown or stoppage of the work of the Contractor, unless specifically noted in this Article. The employees will perform the services for the Contractor under work described herein when required by said Contractor to do so, and during the term of this Agreement, the Contractor shall not call or engage in, sanction or assist in a lockout of the employees on work described herein.

B. The language contained in the Agreement pertaining to the No-Strike, No-Lockout provisions or jurisdictional language shall not apply under the following conditions:

1. All classifications contained in said Agreement shall be manned by an employee or employees covered by this Agreement.

2. In the event that classifications contained in this Agreement conflict with the other crafts agreements, the classifications contained in this Agreement shall prevail.

C. If work on a project is declared to be unfair by a Building and Construction Trades Council and/or the International Union of Operating Engineers, Local Union No. 12, and work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if during the period of said work stoppage, the members of the Union refuse to cross a primary picket line.

D. The Union recognizes the construction industries for the settlement of jurisdiction disputes, known as the plan, and will utilize that plan in the first instance in an honest attempt to resolve any dispute that may arise. The parties signed to this Agreement recognize, however, that some Contractors and some Building Trades Unions are not "stipulated" to the plan which creates a major problem in the industry. To alleviate that problem, Local Union No. 12 submits that all classifications contained in this Agreement be recognized as the work of the Operating Engineers and shall be assigned accordingly. The Union also recognizes that other Building Trades Unions claim certain equipment that has been recognized as the work of the Operating Engineers for many years but assign the operation of said equipment in violation of past practices, agreements of record and previous assignments of the work.

If an Employer or its Subcontractor makes an assignment that is obviously a mis-assignment to cause discord on the job or completely ignore Local Union No. 12's rightful jurisdiction, then the Union shall notify the Contractor by Certified Mail that a jurisdictional dispute exists and they are in violation of the Agreement. If the Contractor does not rectify said dispute in accordance with the provisions noted herein, the Union shall not be in violation of the Agreement if services are withheld. It is also recognized that it is prevalent in the industry to engage the services of a Subcontractor to perform certain job functions on the project. In the event a Subcontractor is used, all provisions of this Article shall apply.

In the event the Contractor is in doubt as to the proper assignment, he shall consult the various jurisdictional agreements between the trades and absent the clarification of the dispute the Contractor and/or Subcontractor shall make the assignment based on the classification contained in the agreement.

E. The Union pledges to work very diligently with the Employer to avoid any misunderstanding that may occur with the interpretation of this Article.

F. Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination and the work shall proceed as assigned by the Contractor until such determination by the International Unions has been confirmed to the disputing Unions and the Contractors.

G. In the event of the failure of settlement under the paragraphs above, the Union and the Contractors, except the Teamsters, agree to be bound by all the terms and provisions of this Agreement establishing procedure for the resolution of jurisdictional disputes in the Construction Industry known as "The Plan for the Settlement of Jurisdictional

Disputes in the Construction Industry". In particular, the undersigned agrees to abide by those provisions of the plan requiring compliance with the decisions and awards of the Administrator, Arbitrators or National Arbitration panels established under the Plan, and to fulfill the obligations of the Employer set forth in this Agreement.

This Plan shall run for the term of this Agreement and shall continue in effect for each year thereafter unless specifically terminated, effective upon the anniversary date of said Agreement, in accordance with the notice provisions contained in this Agreement. In the event the Impartial Jurisdictional Dispute Board for the Construction Industry ceases to function, the provisions of Article XIX, General Savings Clause, will apply.

H. Nothing contained in this Agreement or any part thereof, or in this Article III, or any part thereof, shall affect or apply to the Union in any action the Union may take against any Contractor who has failed, neglected or refused to comply with or execute the final settlement or decision reached through the procedure for settlement of disputes, except grievances concerning subcontracting.

ARTICLE IV
Classifications

A. When new types of equipment or machines are put into operation for which present classifications and wage rates are not applicable, the Contractor, the appropriate Contractor Association, and the Union will, within three (3) working days, agree upon temporary classifications and wage rates. Such temporary classifications and wage rates shall be immediately referred by the appropriate Contractor Association to the Labor-Management Adjustment Board which shall at its next meeting review and establish the proper classifications and wage rates. Either party having a dispute under this Article shall have the right of adjudication of same in accordance with the provisions of Article V.

B. The Contractor and the Union agree that wage scales apply to classifications rather than to men. The Contractors agree when the number of pieces of equipment on a job or project exceed the number of employees employed to operate the equipment, the Contractor shall not assign the operation of any of the equipment to any other employee not covered by this Agreement. An employee may be changed from one (1) classification or piece of equipment and returned to his original classification or piece of equipment only once on any shift. If an employee is changed from one (1) piece of equipment to another piece of equipment, the piece of equipment which the employee leaves may not operate unless the employee is replaced by another employee (this will not apply when the individual Contractor or Subcontractor has seven [7] or less pieces of equipment, excluding pumps, compressors and generators on the job). If the Contractor is found violating this Section B of Article IV, it is agreed that the Contractor shall pay a penalty contribution to the Operating Engineers Health and Welfare Fund equal to one (1) day's pay for each day or portion thereof the violation occurred at the highest Journeyman rate of pay, plus fringe benefits to the Operating Engineers Trust Funds. However, an employee who is transferred to another

piece of equipment and who is not qualified to operate that equipment, shall not be discharged or laid off but shall be returned to the equipment to which he was originally dispatched if such equipment will be further used within a reasonable time on the project. This Section B shall not apply to indentured Apprentices.

C. The number of employees and the number of classifications required to perform any operation covered by this Agreement shall be determined by the Contractor (except for established crew sizes listed in this Agreement), provided that if a Contractor desires to lessen or increase the number of employees or the number of classifications used to perform any such operation and no understanding can be reached, then either party may have same determined by the procedure provided for in Article V of this Agreement.

D. There shall be no limitations or restrictions against the use of any machinery, tools, or labor-saving devices, provided, however, that such machinery or power tools and equipment shall be furnished by the Contractor and provided, further, that no employee shall be required to work under any conditions that are injurious to his health or safety, or in conflict with the present well-established customs in the industry.

E. An employee who has been found to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification as determined by the grievance procedure.

F. If a Contractor is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages to the Health and Welfare Fund in an amount as determined through the grievance procedure.

ARTICLE V
Procedure for Settlement of Grievances and Disputes

A. There is hereby established a Labor-Management Adjustment Board consisting of the individuals who actually negotiated this Agreement. The establishment of this Board and the purpose of its existence is for the express purpose of interpreting and enforcing all the terms and provisions contained herein. No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Union within thirty (30) days after the alleged violation occurred.

1. The parties to this Agreement agree to be bound by any and all decisions, assessments or recommendations and will abide by any compromise recommended by the Labor-Management Adjustment Board whose decisions shall be binding and final on either or both parties.

2. In the event the Labor-Management Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties, and the cost of arbitration will be borne equally between the Union and the Contractors.

B. The following procedures for settling grievances and disputes shall be followed without deviation to the end. Any Contractor or any employee of a Contractor will be duly represented in his grievance.

1. No work stoppages by any employees, or employee, except as noted in Article III, Section B, Paragraphs 1 and 2, will be recognized as a grievance unless the job or project is in operation. This paragraph is intended to mean, all employees are to work at their assigned duties and to follow the grievance procedures without interrupting the progress of the job. Common judgment is to be used in unsafe conditions and no subterfuges are to be employed by either employees or Contractor.

2. The first step toward settling a grievance or dispute will be between the Union Representatives and the authorized Representative of the Contractor. If a Job Steward is present on the job or project, such Steward may be requested to lend information as necessary.

3. In the event the issue is not settled in a meeting between the Union Representative and the Contractor, the Labor Relations Representative of the Contractor Association shall meet with the Contractor and the Union's Representative in an attempt to resolve the dispute.

a. At the conclusion of the aforesaid meeting, the Union Representative and the Association Representative shall make a written report of the dispute to their respective principals. Such report shall give all pertinent information and the disposition of their meeting.

4. In the event the issue was not resolved at this meeting, the issue shall immediately be referred to the Labor-Management Adjustment Board for its consideration and decision.

a. Either party may bring those involved in the dispute to the hearing of the Labor-Management Adjustment Board to assist in presenting their position.

b. After a full hearing has been held, the Labor-Management Adjustment Board in executive session, and after due consideration of the case, shall vote by secret ballot as a Board and not as Association members or Union members.

5. The Joint Chairmen of the Labor-Management Adjustment Board or Arbitrator shall render the decision of the Board, including penalties, reinstatements, discharges, etc., in writing to the parties involved. This decision is final and binding.

6. It is also agreed that no more than one (1) Staff Representative from the Association may represent the Contractor Board members who are absent so long as there are two (2) Contractor Board members present, provided that the Association which is a party to the Agreement shall be represented on the Board.

7. Minutes of all meetings of the Labor-Management Adjustment Board shall be recorded by one (1) of the Board members selected by the Board and shall be signed by all members of the Board. Minutes shall be a condensation and need not be verbatim.

C. In the event a dispute is referred to arbitration, said dispute shall be reduced to writing by the Board. The Board reserves the right to refer a dispute to the American Arbitration Association or the Federal Mediation and Conciliation Service and agrees to abide by their Rules of Procedure.

D. The Arbitrator shall have no authority to make recommendations or decisions which would add to, alter, vary or modify any of the terms or provisions of this Agreement. All decisions of the Arbitrator shall be based on the language of this Agreement and the intent of the Negotiating Committee. The Arbitrator shall render a decision within sixty (60) days of the final submission of all evidence and arguments by the Employer and the Union.

E. The time limit for all the steps in this Article shall be five (5) working days but may be extended by mutual agreement of the Board.

F. The Labor-Management Adjustment Board shall meet no less than quarterly, whether any grievances are to be acted on or not, to review any problems having arisen in connection with this Agreement.

G. The Labor-Management Adjustment Board shall draw up ground rules at its first meeting for the application of this Article.

H. There shall be no Attorneys, Court Reporters, Recording Devices of any type at the Labor-Management Adjustment Board hearings.

ARTICLE VI
Business Representative and Job Steward

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

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

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

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

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

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

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

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

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

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

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

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

9. In the event the Steward is off work for an extended period of time due to injury or illness and returns to work, the Contractor shall reinstate the Steward to the same job classification as when he left. If said classification is not available, then the Steward shall work in a classification he is qualified to perform.

10. The Job Steward shall not:

a. stop the Contractor's work for any reason, or

b. tell any workman or any employee covered by this Agreement that he cannot work on the job.

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

ARTICLE VII
Existing and Other Agreements

A. No Contractor, party hereto, shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workmen covered by the terms of this Agreement, performing similar work in the area covered by this Agreement with the exception as set forth in Section B, Article XVI.

B. The parties to this Agreement recognize and agree that this Agreement was negotiated with the understanding that its intent was to cover Employers (Contractors) that are primarily involved in the construction contracting business. It is also expressly understood that Employers shall not become signatory to this Agreement for the purpose of subterfuge of the terms and conditions of any other Agreement. Any violation or perceived violation is subject to the grievance procedure.

C. When any Contractor of any one of the Associations receives an award for a dredging job or project, the Contractors will be bound by all the terms and conditions of the Master Dredging Agreement between the International Union of Operating Engineers, Local Union No. 12 and the Dredging Contractors Association of California.

1. In the event any Contractor of any one (1) of the Associations fails to abide by the provisions of the above paragraph, Article III and Article V of this Agreement become null and void and the Union shall have the right to take any economic action it chooses and will not be in violation of this Agreement.

ARTICLE VIII
Health and Welfare Plan

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

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

1. The parties to this Agreement agree that if a majority of the participants in this Plan at the Semi-Annual Membership Meeting or a special called General Membership Meeting desire to increase the hourly contribution, as contained in this Article, to maintain or increase the level of benefits by allocating additional cents per hour from their existing hourly wage rate or from future agreed-to wage increases, they will amend this Article in accordance thereof.

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

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

D. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics and office engineers as they

are defined in the Exclusion Clause of Article I, Section B, Paragraph 6, in the amounts and manner to be determined by the Trustees.

ARTICLE IX
Pension

A. A pension fund known as the Operating Engineers Pension Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated December 13, 1960, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and further to make payments to the Fund in the amount designated in Appendix F of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewal or extension thereof or for the period workmen are employed under the terms of this Agreement.

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

C. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics and office engineers as they are defined in the Exclusion Clause of Article I, Section B, Paragraph 6, in the amounts and manner to be determined by the Trustees.

ARTICLE X
Defined Contribution Plan (Annuity)

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

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

C. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics and office engineers as they

are defined in the Exclusion Clause of Article I, Section B, Paragraph 5, in the amounts and manner to be determined by the Trustees.

ARTICLE XI
Vacation-Holiday Fund

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

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

ARTICLE XII
Joint Apprenticeship and Journeyman Retraining Fund

A. A joint apprenticeship and journeyman retraining fund known as the Southern Nevada Operating Engineers Apprentice and Journeyman Training Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated October 14, 1964, and subsequently amended by the parties to this Agreement on June 16, 1975. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make contributions in the amount designated in Appendix F of this Agreement for each hour worked or paid each employee under this Agreement.

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

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

ARTICLE XIII
Engineers Contract Compliance Committee (ECCC)

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

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

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

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

ARTICLE XIV
Contract Administration and Industry Advancement Fund

A. The Union recognizes that the Association needs to expend certain sums to administer the labor contract on behalf of signatory Employers and promote programs designed to improve the construction industry. Each individual Employer covered by this Agreement will contribute the sum of fifteen cents (15¢) per hour for each hour compensated to Operating Engineers employed by such individual Employer under this Agreement to the Contract Administration and Industry Advancement Fund.

B. For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Nevada Contractors

Association (NCA) to act as his agent in all matters concerning the Fund. The Nevada Contractors Association (NCA) shall receive all Contract Administration and Industry Advancement Funds contributed by NCA proxied members.

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

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

ARTICLE XV
Trust Funds and Delinquencies

A. Trust Funds:

Trust Funds named in this Agreement have been established and subsequently amended by the Contractors and the Union. The Contractors agree to abide by said Agreements and Declarations of Trust as they now exist or as they may be amended and, further to make payment to each Trust Fund in the amount designated in Appendix F of this Agreement on all hours of employment (hours worked or paid) of each employee who performs any work described in this Agreement.

B. Delinquencies:

1. In the event a Contractor is determined to be delinquent in performing any obligation to a Trust Fund by the Board of Trustees or authorized committee of trustees of that Trust Fund, the Trustees shall provide a written notice of delinquency to the Contractor. If the Contractor fails to finally resolve the delinquency dispute to the full satisfaction of the Trust Fund within ten (10) days after the date of transmittal of the written notice, the Union party to that Trust Fund may take economic action including, but not limited to, the right to withhold employees, refusal to dispatch workmen and strike action against such Contractor until satisfactory resolution of the delinquency dispute between the Trustees and the Contractor.

2. The respective Trustees of the Trust Funds shall furnish a list of delinquent Contractors each week to the Contractor Associations and Unions without charge. The respective Trustees of the Trust Funds shall be requested to make available

to all contributing Employers, upon subscription, at a charge to be determined by the Trustees as their actual cost, a list of delinquent Contractors each week. Because the furnishing of services by a Subcontractor who has not made the appropriate fringe benefit payments serves to undermine the standards of this Agreement and to deprive employees who would otherwise be having fringe benefit contributions paid on their behalf of the opportunity for employment, the Contractor agrees that it shall not subcontract any portion of his job to any such listed delinquent Contractor. The Contractor agrees he will not subcontract any portion of his job, including work covered by this Agreement, to any Employer whose name appears on the delinquent list of the Trust Funds until such Employer has paid all delinquent monies to the Trust Funds. In the event the Contractor subcontracts to any such delinquent Employer in violation of the foregoing, the Contractor shall remove such Subcontractor from the job immediately unless such delinquent Subcontractor immediately makes full payment of all amounts owed to the Trusts.

The terms "Employer" and "Subcontractor" shall include all present and prior entities of the delinquent Employer or Subcontractor regardless of any change of name, or change of entity, provided that the owner or shareholders of the delinquent Employer or Subcontractor holds at least ten percent (10%) ownership in the new entity.

This Section 2 shall be enforceable only through a lawsuit.

3. In the event the Contractor subcontracts work covered by this Agreement to an Employer named in the delinquent list most recently published by the Trust Funds before the date of subcontracting, the Contractor shall be liable to the Trustees of the Trust Funds for all accrued delinquencies of the delinquent Subcontractor. Further, the Contractor shall withhold sufficient funds from monies due or to become due such Subcontractor and shall pay the sums over to the Trust Funds. Should the Contractor subcontract to a Subcontractor who becomes delinquent and is named on the delinquent list after executing a subcontract document, the Contractor will be liable for only those delinquencies that occur on his labor project even though the Subcontractor commences work on the project after his name appears on the delinquent list.

If a Subcontractor becomes delinquent after commencing work for the Contractor, the Contractor shall be liable for all delinquencies incurred on the Contractor's jobs or projects. The Contractor shall remove the Subcontractor who fails to correct his delinquency within five (5) working days after notification of such delinquency. If the Contractor fails to remove such Subcontractor in accordance with this paragraph, the Contractor shall become liable for all past accrued delinquencies of such Subcontractor.

This Section 3 shall be enforceable only through a lawsuit.

4. The Employer shall make contributions to the appropriate Trust Funds for all employees covered by this Agreement for all hours of employment (worked or paid) of

such employees. The Union represents all employees who perform any work in the Union's jurisdiction and such employees shall be covered by this Agreement.

5. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine Contractor's Federal W-2 Forms and 1099 Forms. In addition, Cash Disbursement Records, individual time cards, individual payroll records and Employer reports to other trust funds, may be audited by the Trustees to verify total amounts due the Trust Funds. Upon demand of the Trustees, any Contractor shall immediately submit relevant payroll information for audit by the Trustees or their designated auditors. If litigation is required to compel such audits, then in addition to any sums found due, the Contractor shall pay all attorney fees, audit costs, interest and other costs incurred in connection therewith. In the event a Contractor or Subcontractor refuses to submit to such audit, the Union shall have the right to take economic action against any or all jobs of such Subcontractor or Contractor.

6. The Contractor has a duty to report to the Trust Funds as required by this Agreement. The Contractor shall maintain for a period of not less than five (5) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement. The Contractor shall furnish such records for audit by the Trust Fund representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligation, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for and frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly. For these reasons, if an audit by the Trust Funds discovers that the Contractor has failed to report and pay properly as required by this Agreement, the Trust Funds right to sue for the Contractor's failure to pay shall begin to run from the date of the audit in which the delinquent amounts are discovered.

7. Each individual Contractor found to be delinquent, in accordance with the Trustees determination, shall be liable to pay all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of Twenty-Five Dollars ($25.00) or ten percent (10%) of the delinquent amount, whichever is the greater, shall be due to each Trust Fund from the delinquent Contractor.

8. If an employee of the Contractor performs any work covered by this Agreement and is paid by any method other than (or in addition to) hourly wages, including, but not limited to draws, bonuses, dividends, or equipment rental payments, the Contractor is obligated to pay contributions to each of the Operating Engineers Trusts on behalf of the employee at the specified hourly rates, based on a minimum of forty (40) hours per week of employment. This obligation shall commence on the date the employee first performs any work covered by this Agreement and shall continue for each week until the employee is terminated from all employment with the Contractor. The obligation shall not be diminished

by evidence that the employee worked or was paid for fewer than forty (40) hours in any week.

The obligation under this Paragraph 8 shall not apply with respect to a maximum of two (2) employees, each of whom owns at least ten percent (10%) of the issued and outstanding capital stock of the Contractor, provided that the Contractor has executed and has fully complied with the terms of a Principal Shareholder Program Participation Agreement with the Operating Engineers Trust covering such employee(s) for the term of employment involved.

The obligation under this Paragraph 8 shall not apply to a bona fide year-end or mid-year bonus which the Contractor establishes to the satisfaction of the Trusts is not a disguised attempt to pay wages or to pay a bonus in lieu of wages.

ARTICLE XVI
Qualifications

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution or By-Laws, or by contract or any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Union on whose behalf the said parties are signing the said Agreement.

B. It is understood by the Contractors and the Union that there may be other Agreements pertaining to the rental and use of construction equipment, and that the Contractors signatory to this Agreement may also be signatory to agreements between other organizations and the Union.

1. Nothing contained in any other agreement will change the conditions as set forth in this Agreement pertaining to the use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or Subcontractor.

2. Nothing contained in this Agreement shall relieve any Contractor or Subcontractor from his contractual obligations under such other agreements as referred to in Section B, except as specifically set forth in Paragraph 1 above.

C. Except in those cases when an individual member of the Contractor Association, on his own accord, has entered into another agreement with the Union, this Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has authority to make, and neither of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein. Any provisions in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work covered herein.

D. Neither party to this Agreement shall cancel this Agreement because of a claimed breach thereof or file any action for damages because of a claimed breach of this Agreement without first exhausting the grievance and arbitration procedure of this Agreement, and neither party shall file any action for damages because of a claimed breach of this Agreement without giving notice, in writing, to the other party and allowing ten (10) days thereafter to such party for redress or correction.

ARTICLE XVII
Supplemental Dues

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

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

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

ARTICLE XVIII
Working Rules

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

A. Single Shift:

1. Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours, Monday 6:00 A.M. through Friday 5:00 P.M., shall constitute a week's work.

2. The starting time of single shifts shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime for all time outside of the regular constituted shift.

3. All time worked before 6:00 A.M., and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

4. The Contractor, at his option, may start earlier than 6:00 A.M. when twenty-four (24) hours prior notification to the Union is provided in advance of starting of such shift and confirmed in writing. In order to qualify for this provision, such shift and employee(s) involved shall operate for three (3) days or more. Such shift shall work eight (8) hours at the straight-time rate of pay.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that workmen working on multiple shifts must work three (3) consecutive days and shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Section C, Special Shifts.

2. Where the Contractor performs field lubrication and/or repair on equipment outside of the regular single shift operation, employees performing such work

shall be considered as working on the multiple shift basis and receive the basic per hour rate for this eight (8) hour shift as designated in Appendix A-3. All time worked or hours paid for after eight (8) hours worked or paid for in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate rate.

3. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Appendix A through C. However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance with Appendix A-1, B-1, C-1 or E-1 and the second (2nd) shift shall be paid in accordance with Appendix A-3, B-3, C-3, or E-3. The third (3rd) shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday as designated in Appendix A-1, B-1, C-1 or E-1. All time worked or paid for eight (8) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate overtime rate.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours, shall be paid for at the overtime rate, except as provided in Paragraph 5 of this Section B.

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

C. Special Shifts:

1. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

2. A special starting time of an eight (8) hour shift, beginning no earlier than 11:00 A.M. and no later than 3:00 P.M. may be established by the Contractor for field lubrication or repair of equipment. Employees on this multi-shift shall receive the basic per hour rate as designated in Appendix A-3. The Union shall be notified, in writing, prior to the establishment of such shift for each job. In cases of deviation from the original established starting time and when the Union is not notified in writing, employees shall be paid overtime for all time worked or paid outside of the regular constituted shift.

3. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift, due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay as designated in Appendix A-3, B-3, C-3 or E-3, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid

for at the appropriate overtime rate. It is agreed, however, in the operations of this shift, no employee will lose a shift's work.

4. A Special Starting Time on Underground Utility Pipeline Jobs Only: The underground Contractor may start the Operator and oiler on backhoe and trenching machines, one (1) hour before the regular constituted starting time for an eight (8) hour shift.

5. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County or State and other contracting agencies, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift during the hours specified in Section B, Paragraph 4, of this Article (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed however, in the operation of this shift, no employee will lose a shift's work. Employees working this special shift shall receive the basic per hour rate as designated in Appendix A-2, B-2, C-2 or E-2.

6. Should any paving, paving maintenance jobs, or slurry seal projects, and only a paving, paving maintenance job or slurry seal project, by necessity and bid document, specification or solicitation require that the paving portion of the job be performed on a Saturday and/or Sunday, the overtime provisions of this Article shall not apply.

(a) For paving work performed between 6:00 A.M. and 5:00 P.M. employees performing that work shall be paid at their straight-time wage and fringe benefits.

(b) All paving work before 6:00 A.M. and/or after 5:00 P.M. or in excess of eight (8) consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½).

(c) At least one (1) day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union Representative an appropriate bid or other document sufficient to satisfy the Union that the paving and/or slurry seal work must be performed on a Saturday and/or Sunday.

7. A special shift may be utilized by the Contractor consisting of four (4), ten (10) hour days, Monday through Thursday.

Straight-time shall be paid for the first ten (10) hours of this special shift Monday through Thursday. All time worked after ten (10) hours shall be paid for at one and one-half (1½) times the regular rate. Any time worked after the twelfth (12th) hour shall be paid at two (2) times the regular rate Monday through Thursday. All time worked on Friday and Saturday shall be paid at the rate of one and one-half (1½) for the first twelve (12) hours. Any time worked after the twelfth (12th) hour and all time worked on Sunday shall be at two (2) times the regular rate of pay.

In the event Monday is a holiday, the established shift may be switched to Tuesday through Friday to insure a four (4) day work week for that work week only. Except in cases of a holiday, the Contractor shall not switch a Monday-Thursday shift to Tuesday-Friday shift.

The Contractor may utilize two (2), ten (10) hour shifts in a twenty-four (24) hour period. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour. Employees assigned to this second ten (10) hour shift of this multi-shift shall receive the basic per hour rate as designated in Appendix A-3.

The Union shall be notified in writing prior to the commencement of this special shift and shall also be notified at the conclusion of this special shift.

It is also agreed that all of the other provisions of this Article pertaining to starting times, show-up time, etc., shall apply and that an eight (8) hour shift cannot be worked in conjunction with the special shift.

Failure to notify the Union of the commencement of this special shift, the Contractor shall pay all employees in accordance with the overtime provision for a regular eight (8) hour shift.

An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's scheduled day(s) off.

If work is provided they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than eight (8) hours pay, and if more than eight (8) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's scheduled day(s) off.

D. Holidays:

The following days shall be recognized as holidays:

New Year's Day	Presidents' Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day After Thanksgiving Day
Christmas Day	

and the first (1st) Saturday, following the first (1st) Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. Double (2) time shall apply for work performed on all holidays. All time worked or paid for shall be subject to contributions to all Trust Funds contained in this Agreement.

E. Reporting Time and Minimum Pay:

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

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

3. Workmen referred under Article II to the Employer's job, who are not able to perform the job to which they are referred because of their own lack of qualifications, or for some other reason which is the workmen's own responsibility, shall not be paid show-up time. Workmen who misrepresent their qualifications when accepting a job referral to an Employer shall be paid only for the actual time worked. Whenever a workman reports for work on his first (1st) shift, he shall immediately advise the Employer if he is assigned to operate a piece of equipment not familiar to him. New employees, on their first (1st) day of hire, shall be paid for their actual time worked.

F. Job Security:

1. Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service, the I-9 Form required by the U.S.

Citizenship and Immigration Services, the authorization cards for dues check-off in the amount designated by the Union and procedure as defined in Article XV of this Agreement, authorization for release of Driver Record information for employees who drive company vehicles only, meal periods and rest breaks acknowledgement on timecards, safety training and tailgate meeting acknowledgement documents, and documents required by the Nevada Equal Rights Commission and Equal Employment Opportunity Commission. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

2. Any piece of unsafe equipment shall not be operated until the unsafe condition has been eliminated by repair so that it can be operated in a safe manner.

3. On all building jobs where hoists, forklifts or elevators are used, such employees shall not be replaced by any other Operator on the job or project, except regular employees, but shall continue to work so long as the piece of equipment to which he was dispatched remains in operation.

4. Any employee who is discharged or discriminated against shall be subject to the Grievance Procedure.

G. Meal Periods:

1. It is mandatory that all employees shall be given a full uninterrupted meal period. The meal period may be staggered between the fourth (4^{th}) and fifth (5^{th}) hours. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double (2) time rate. In addition to the minimum pay requirements, Article XVIII, Section E, when they are required to work overtime after 6:30 P.M., they shall be allowed a one-half (½) hour meal period for every five (5) hours thereafter they are required to remain on the job. Meal periods may be staggered to meet job requirements.

2. When employees working under this Agreement are required to work through the meal periods on Saturdays, Sundays and/or holidays, the employee shall receive an additional one-half (½) hour pay at the applicable wage rate for each meal period that is missed as defined in Section E, Paragraph 2 of this Article.

H. Payment of Wages:

1. All wages shall be paid by check or cash on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. Employees shall be paid prior to the ending of their regular shift. Should the Employer offer the option of automatic deposit of wages and the employee chooses such option, it will be an acceptable means of paying wages provided that the transfer of the funds will be made prior

to the ending of their regular shift. The Employer shall request no more information from the employee to activate an automatic deposit than that required by the financial institution for such activation. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his check or pay. At such time as an employee is paid, he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address.

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

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours. If an employee's final paycheck, which is mailed to his last known address, is returned, it may be mailed to the employee in care of the Local Union Hall, by certified mail, return receipt requested, or an employee shall be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

5. When an employee is injured while at work to the extent of being unable to work for the balance of his shift, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

I. Sanitation, Safety and Rest Periods:

1. The Contractor shall be required to furnish standard safety gear and suitable shelter to protect employees from falling materials and provide umbrellas for equipment being operated under desert heat conditions and foul weather gear if required.

2. All approved safety orders of the State Industrial Insurance System shall be observed by the Contractor and the employees.

3. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Contractor in accordance with Nevada State Law.

4. Heaters will be provided on all earth moving equipment when the outside temperature is below 40 degrees F during the shift.

5. Air-conditioned cabs shall be provided on all equipment working in temperature of 100 degrees F or more, in accordance with Appendix G.

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

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

J. Crews:

1. Crew sizes shall be determined by the individual Contractor except as outlined in Appendix A through E and below:

a. Derrick Barges - Crews on derrick barges shall consist of an Engineer-Operator, Engineer-Oiler and Deck Engineer. When the crane or derrick barges exceed 300 tons M.R.C., the crew shall consist of two (2) Engineer-Operators and a Deck Engineer.

b. An Engineer-Operator and Engineer-Oiler or Fireman shall constitute a crew and shall be so present on the following equipment at all times: Power shovels, excavators, draglines, clamshells, backhoe (excluding Ford-Ferguson, Sherman and similar types), all cranes (except as excluded elsewhere in this Agreement), Whirleys or other types, excluding Tower Cranes, mucking machines over ¼ cu. yd. capacity, trenching machines (except Ford-Ferguson, jeeps and similar types), pile drivers, derrick barges, drill rigs (rotary churn or cable tool), and paving mixers. The Engineer-Oiler or Fireman shall be under the direct supervision of the Engineer-Operator. An Engineer-Operator or Journeyman-trainee may be utilized instead of Oiler or Fireman.

c. An Oiler shall not be required on backhoe or excavators with the following attachments: Hy ram or breaker, shear, vibratory or sheepfoot roller attachments, and grapple or magnet when used on demolition projects. It is also understood that an Oiler will not be required when the backhoe or excavator is being used to load trucks and is not cutting to grade. However, if someone other than an Operating Engineer is used to check grade, spot trucks, signal the Operator, oil, grease, or assist the Operator in any manner, then an Oiler shall immediately be requested from the hiring hall and shall remain in that classification for the duration of the job or until such time as the backhoe or excavator is no longer in operation on the job. It is further understood that a Grade Checker may be used instead of an Oiler but that Grade Checker shall be identified with the backhoe or excavator at all times. When two (2) backhoes or excavators are being used to excavate a ditch to

receive pipe and the machines are in close proximity to each other, then one (1) Oiler may be employed for both machines.

d. Stiff Leg or Guy Derrick shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

e. When three (3) Guy Derricks or Stiff Legs are utilized on a job or project, four (4) Operating Engineers shall be employed.

f. When four (4) Guy Derricks or Stiff Legs are utilized on a job or project, six (6) Operating Engineers shall be employed.

g. A Pedestal Crane or Pedestal Concrete Pump shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

h. When three (3) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, four (4) Operating Engineers shall be employed.

i. When four (4) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, six (6) Operating Engineers shall be employed.

j. Crawler Transporters (Neil F. Lampson or similar type) shall have a minimum crew of two (2) Operators.

k. Creter Cranes shall have a minimum crew of one (1) Crane Operator (Group VI) and one (1) Oiler (Group I).

l. Polar Crane - each Polar Crane on a job or project shall have no less than one (1) Operator (Group IX) and one (1) Signalman - manual signals or radio equipped (Group I).

m. Material Hoist/Manlift Operator - The recognized crews for the installation, erection and dismantling of Material Hoist/Manlift will be a minimum of one (1) Operator.

n. Tower Crane and Tower Gantry - When only one (1) Tower Gantry Crane is operating on a job or project the manning provision shall call for one (1) Operator. In addition, during erection and dismantling a Heavy Duty Repairman is required.

When two (2) Tower Crane or Tower Gantry Cranes are on one (1) project, the proper manning will be two (2) Operators and one (1) additional Operator or one (1) Step

5 or Step 6 Apprentice. When three (3) Tower Crane or Tower Gantry Cranes are operating the manning provisions shall be four (4) Operators.

Number of Tower Cranes/Tower Gantry	Number of Operators	Number of Relief Operators
2	3	1
3	4	1
4	6	2
5	7	2
6	8	2
7	9	2
8	11	3
9	12	3
10	13	3
11	14	3
12	16	4

When the number of Tower Cranes exceed the amount shown above, then the parties shall meet and decide the crew size.

If there is not any of the equipment described in the aforementioned Paragraph in use or being operated on the job or project for the benefit of the Contractor or Subcontractor, then the Tower Cranes may be operated by a single Operator. In the event the Contractor or Subcontractor violates any of the provisions relating to the operation and manning of the Tower Cranes, then two (2) Operators shall be employed and identified as the crew on the Tower Crane for the duration of the job and another Operator shall be assigned to operate the other equipment noted herein.

When the Contractor erects two (2) Tower Cranes on a building, then three (3) Operators shall be employed. If three (3) Tower Cranes are utilized on a building, then four (4) Operators shall be employed. When the number of Tower Cranes exceed three (3), then the parties shall meet and decide the crew size.

2. An Engineer-Oiler shall not be required on wheel type rough Terrain Cranes (center mount) up to and including eighty (80) ton M.R.C. used for hook work only.

3. Cranes in excess of eighty (80) ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for the purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed two (2) axles.

4. An Engineer-Oiler shall be required on all Snobble Unit (pin-n-go or similar types).

5. Wheel type Cranes, which are factory manufactured to be driven and operated by the same set of controls from the same seat, of forty (40) ton or less M.R.C., shall be operated by an Operating Engineer. Cranes in excess of forty (40) ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for the purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed three (3) axles.

6. When the above named crew requires assistance, another employee or employees covered by this Agreement shall be used.

7. At the option of the Contractor, any cranes, shovels, draglines, backhoes and clamshells which require an Operator and Oiler, may be manned by two (2) Operators.

8. All truck mounted auger type drilling machines require an Oiler.

9. The following track mounted drilling machines do not require an Oiler:

a. Drilling machines, track and truck mounted Watson 1000 through 3000, or similar type, and all Directional Boring Machines and Locators or any other attachments that are used for the assistance to the Operator.

b. Guided Boring Machine/Pilot Tube Machine.

c. Drilling machines, track mounted Texoma 330 through 900, or similar type.

d. Calweld Bucket type, 100 and 200B, or similar type.

When any assistance is needed on these drilling machines, it shall be by employees covered by this Agreement.

10. Portable Crushing Plants or similar types - Jobsite crews on portable crushing plants shall consist of a minimum of two (2) employees covered under the terms of this Agreement. One (1) Plant Operator and a minimum of one (1) Loader Operator will be required.

11. Asphalt Plants: Crews on manually operated jobsite asphalt plants shall consist of a Plant Engineer, Fireman and an Apprentice. On automated asphalt plants, the crew shall consist of a Plant Engineer and an Apprentice. The crews as required by this Section J shall be identified with the plant at all times. On small, portable plants, a Plant Engineer and a Fireman will be required.

12. Concrete Batch Plants:

a. Crews on jobsite concrete batch plants (dry) shall consist of a Batch Plant Operator. On multiple batch plants the crew shall consist of a Batch Plant Operator and an Oiler.

b. Crews on central mix concrete plants shall consist of a Plant Engineer, Mixerman and Oiler or Apprentice.

c. The crew on a small portable plant, mixer size of four (4) cubic yards or less, shall consist of one (1) Operator.

d. Volumetric Mixer Operator – Crews shall include Source (Central Batch Plant), Loader Operator (Group VIII), Cement Silo (Group VI), Heavy Duty Repairman (Group VIII) and Auger/Aggregate/Water Mixer Operator (Group VI) when running one or two volumetric mixers, only one (1) Operator is required per mixer.

13. On asphalt, CTB, concrete batch plants and central-mix concrete plants where commercial power is not available, the operating crew of such plants shall service and maintain units used for generating power for such plants. The same shall apply to rock crushing plants.

14. Cold Foamed Asphalt Recycler (2 Operators/1 Oiler required).

Manning provision for each Cold Foamed Asphalt Recycler Machine will consist of two (2) persons. One (1) Cold Foamed Asphalt Recycler Machine Operator and one (1) Cold Foamed Asphalt Recycler Machine Calibrator Operator.

The Cold Foamed Asphalt Recycler process will require a calibrator bulk product transportation distributor system that one (1) person operates.

When the above machines are hooked in tandem, the crew sizes above will apply for each machine.

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

16. The Employers and the Union agree that every reasonable effort shall be made to ensure the safety of employees, such as greasers, welders and repairmen by not requiring them to work alone during the hours of darkness or by remoteness of the project.

17. No employee shall be penalized in any respect for observing the Working Rules and By-Laws of this Local Union not in conflict with this Agreement.

K. Tools:

1. The individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the individual Employer to provide such a secure place, or by fire, flood or theft involving forcible entry, while in the secure place designated by the individual Employer, the individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of Fifty Dollars ($50.00) to a maximum of Twenty Thousand Dollars ($20,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the individual Employer with an inventory of his tools at the time he commences work and an additional inventory every sixty (60) days. The inventory must be signed by the Employer or Supervisor and a copy provided to the employee.

2. Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the individual Employer as needed, such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Testing and Measuring Devices, other than a hand rule, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxy-Acetylene Hoses, Gauges, Torches and Tips, twenty-four (24) inch Pipe Wrenches or Socket Wrenches and Sockets requiring over three-quarter (¾) inch drive. Heavy Duty Repairmen and/or the registered Apprentices shall be entitled to adequate tool pickup time before the end of each shift.

L. Journeyman-trainee:

1. It is agreed that a Journeyman-trainee may be employed by an individual Contractor, for a period of thirty (30) days, at fifty cents (50¢) per hour below the classification at which he will be performing. In the event the Journeyman-trainee is employed less than thirty (30) days by the individual Contractor, the Journeyman-trainee shall receive the full rate of the classification of the work he performed retroactive to his first day of work.

2. It is the intent of this section to provide a method of allowing present Journeymen to expand their capabilities in the industry. The maximum Journeyman-trainees allowed to any Contractor at any one time shall be two (2).

M. Use of Employees' Vehicles:

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

2. It is the intent of the parties that remedies fashioned under the grievance procedure (Article V of this Agreement) for violation of the provision shall include reasonable compensation for the use of the vehicle and the Labor-Management Adjustment Board or

Arbitrator shall, in addition thereto, assess monetary penalties for violation of this provision designed to discourage further violations and shall, in a subsequent case, deprive the violating Contractor of the benefits of the Union's no-strike commitment (Article III herein) and use of the grievance provisions of this Agreement (Article V) for additional violations of this paragraph.

N. Special Rules:

1. Employees shall receive not less than one-half (½) hour of pay, at the appropriate overtime rate, for firing up and/or starting and oiling and/or greasing or repairing of equipment or machinery when performed before or after the regular shift.

2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in cases of emergency. When the overtime work is assigned to anyone other than the employee assigned to such equipment or work, during the regular shift, the employee assigned during the regular shift shall be compensated at the applicable overtime rate.

3. When field repair is performed on overtime, the overtime shall be distributed equitably among the employees performing this work.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. Whenever free parking is not available on or within 440 yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees, and that parking area shall be considered the reporting point for those employees. The Contractor shall be responsible for payment of wages from the reporting point (parking area), to the jobsite and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For off-shore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Jobsite Transportation: Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for workmen within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

6. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

7. Combination Mixer and Compressor Operators on Gunite work shall be classified as Concrete Mobile Mixer-Operators.

8. The necessity for the use of an employee as a Signalman shall be determined by the Contractor. When used, he shall be an Engineer-Oiler as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work), directly to the Operator of hoisting equipment only.

9. When Operating Engineers are working with other trades or crafts they shall be compensated on the same overtime conditions as the trade or craft they are working with.

10. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

11. Water Control:

a. A Dewatering System is a combination of one (1) or more pumps of any type, size or motive power, including but not limited to wellpoint pumps, submersible pumps, well pumps, ejector or educator pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances, powered by diesel, electric, gasoline, or any other type of motive power to control water on any and all types of construction work.

b. During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement. However, a Pump Operator will not be required on the day shift provided there are other Operators on the jobsite assigned to service and maintain the pumps during said day shift. A Pump Operator will be required on the second (2nd) and third (3rd) shift personnel.

c. When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single, small unit which is used for the filling of a water tank or water trucks.

12. Effective July 1, 2001, employees required to suit up and work in a hazardous material environment, shall receive Two Dollars ($2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay. Employees

performing this work, shall not be required to work alone. All OSHA Safety Standards shall apply. This premium shall apply only to Level "A" and Level "B" regulated work.

O. Foreman:

1. If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Engineer-Oiler and Signalmen, Forklift Operators, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a project, an Operating Engineer Foreman shall be employed at the rate of not less than Two Dollars ($2.00) per hour over the hourly rate of the highest paid Operating Engineer on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular Operator is temporarily absent.

2. When less than seven (7) employees are working and the Employer assigns supervisory authority to one of the Journeymen, he may be required to work at the trade, but will be paid at the Foreman's rate, and the additional pay shall be added to the regular rate and become the base rate for the entire shift.

3. If a Contractor employs forty (40) or more employees covered by this Agreement on any oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, nuclear, oil, gas or coal power plants and desalination installations and appurtenances, excluding Engineer-Oiler and Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a project, an Operating Engineer General Foreman shall be employed at the rate of not less than Two Dollars ($2.00) per hour over the hourly rate of the highest paid Operating Engineer Foreman on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency.

P. Owner-Operator:

When a piece of equipment is driven or operated by its owner and used on work covered by this Agreement, the Owner-Operator of said piece of equipment shall be subject to the provisions of Article I, Section B, Paragraph 8, (Subcontracting Clause) of this Agreement.

Q. Zone Pay:

1. Zone pay shall apply as follows and shall become the base rate for the entire shift, for jobs that start on or after July 1, 2022.

From the City Hall of Las Vegas, Nevada
0 to 45 Miles – Free
45 Miles to 60 Miles - add $4.00 per hour to wage rates
60 Miles and over - add $4.50 per hour to wage rates

R. Special Working Rules and Conditions for Tunnels and Sealed Air Pressure Bores:

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project, unless otherwise specified in this Section R.

2. This Section covers jobsite work on construction, alteration, repair, modification or demolition of tunnels, shafts, tunnel shafts, adits, silos, raises, subways, chambers, underground power houses, including the lining of same, which falls within the jurisdiction of the Union. Where open cutwork is covered over or decked with wood, steel or other substitute materials, and workmen are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Agreement. For all excavation and work related to the excavation, without limiting the scope of the work covered hereby, it is agreed that this Agreement shall cover, but not be limited to, the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities used in connection with the performance of the aforementioned work and services and including, without limitation, the following types of classes of work:

3. The manning, running and/or handling of all boring equipment, mole machines, mining machines, mucking machines, heading shields, all drilling (except jackleg and jumbo), all diamond core drilling, grinding and sharpening of bits, slushers, tuggers (except in breast board or crown bar headings), all conveyors and conveyor belts, locomotives, rubber-tired equipment, including man trip vehicles, mobile power Jumbos, Athey Wagons and tractors, all concrete placing equipment such as Rex Pumpcrete and all pneumatic placers (flowcrete), Kemper, Hackley-Presswell, and all similar equipment. The jacking of pipe in tunnels, all ground support work, including cutting, welding, hauling and hoisting of all liner plate and other materials, and all work performed under compressed air (which falls within the jurisdiction of the Union). The manning of all hoisting equipment, including cherry pickers and/or carpassers, mobile powered heading switches, concrete screeds, agitator cars, the moving, raising and setting of forms, including slip forms, in tunnels and tunneling operations. The operation, tending and maintenance of all pumps, generators, compressors and ice plants, in or on tunnels and tunnel shaft projects.

4. Any and all emplacements commonly described as underground silos in which missiles are placed, housed, stored and/or their component parts, shall be covered by the terms of this Agreement. All power hoisting and jobsite hauling of all tools, equipment, material, workmen and other personnel, and the operation of all equipment primarily used

therefore, shall be considered the jurisdiction of the Union and shall be covered by the terms and conditions of this Agreement.

5. In addition to the above, this Section R shall also include: Work in the Contractor's portal yards and shops, tunnel survey work such as the placing, setting and adjusting of laser beams, gyroscopes, geodometer, electrotape and all other instruments used therefore, including Grade Checkers and/or shift Engineers.

6. Tunnels shall be defined as: An underground passageway, except for jacking operations under highways, railroads, embankments, etc., excavated by workmen and equipment working below the earth's surface, that provides subterranean route along which men, equipment or substances can move, other than passageways excavating by mine or quarry operations in connection with such operations.

7. All work of site preparation, mobilization and installation of plant and equipment and the removal of same, shall be performed under the terms of this Section R.

8. After tunnel work has begun, work outside the tunnel consisting of batch plant crews, the construction, repair and maintenance of the equipment outside the tunnel, subway, shaft, raise, etc., and the hauling and hoisting of the material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under the tunnel provisions and shall work under the tunnel shift conditions, either single or multiple.

a. Employees assigned to Batch Plant operations shall work under the terms and conditions of the tunnel provisions, except, when a Batch Plant is established in an area to provide material for a project consisting of a tunnel, or tunnels, and other outside concrete batching operations, and the Batch Plant crew, or any member of it, had not participated in the driving of the tunnel, such employees shall be covered by the regular jobsite concrete batch plant provisions of this Agreement.

9. The following working rules shall govern the employment of employees performing all work covered by this Section:

a. Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate shall be paid. Forty (40) hours, Monday, 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

b. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and all holidays worked, shall be paid for at the applicable overtime rate.

c. Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half (7½) hours of work shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate shall be paid. There shall be no split or staggered shifts.

d. The applicable overtime rate shall be paid for all time worked or paid in excess of seven and one-half (7½) hours, exclusive of meal period, in any one (1) shift, all time worked in excess of thirty-seven and one-half (37½) hours in any one (1) week, all time worked before the regularly established starting time and after the established quitting time on each shift, and all time worked from Friday midnight to Sunday midnight and holidays worked. Multiple shifts may be alternated, in conformance with the desire of a majority of the employees, on no less than two (2) week intervals. However, when multiple shifts are alternated, all employees on such shifts shall be entitled to alternate, if they so desire.

e. Compensation for Travel within Tunnel:

The Contractor shall pay employees covered by this Agreement, working within the tunnel, adits or shafts, on a portal-to-portal basis, as follows; the hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift, and shall end at such portal, except as provided in this Section R, Paragraph 9, Subparagraph g.

f. The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft, which shall include showers, toilet facilities, lockers and heating and drying facilities, in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to One Hundred Dollars ($100.00) in the event of the destruction of the change house by such fire, provided a claim form is filed, as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred feet (200') or less, such as under highways or railroad embankments.

g. If a change house is located more than one thousand two hundred and fifty (1,250) walkable feet from a portal, adit or shaft, then the time of work shall start and end, for pay purposes, at the change house. This shall not affect the well established practice of employees who are required to report before their regular starting time to fire up, grease or maintain equipment, or as directed by the Employer to report early or remain after their regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the half hour.

h. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and/or scrubbers.

i. Crews on power shovels and mucking machines over ¼ yard shall consist of an Engineer-Operator and an Engineer-Oiler or Apprentice who shall be under the direct supervision of the Engineer-Operator.

j. When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers, Heavy Duty Repairman Helpers, Apprentices and/or Firemen.

k. Employers shall be required to furnish rubber clothing, boots, safety hats, safety shoes, or special gear. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and the elements.

l. Any employee covered by this Tunnel Agreement who does any work underground on tunnel projects, including shafts or sealed air pressure bores, during any one (1) shift, shall receive the basic per hour rate as designated in Appendix D for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

m. Foreman: If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen, and Chief of Party on a project or on any one (1) shift, an Operating Engineer Foreman shall be employed who shall have supervision over all Operating Engineers and shall receive Two Dollars ($2.00) per hour over the highest rate (including premium pay) of any Operating Engineer under his supervision. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular Operator is temporarily absent.

(1) When more than one (1) heading is being worked (driven, concreted, etc.) and seven (7) or more Operating Engineers are employed at each individual heading and portal, there shall be an Operating Engineer Foreman employed at each heading and portal on each shift, under the provisions as noted above. However, when more than one (1) heading is being driven from a single adit or portal, only one (1) Engineer-Foreman need be employed. It is also agreed when more than one (1) adit or portal on a tunnel project is within a reasonable distance of each other, it may not be necessary to employ an Engineer-Foreman for each heading, but shall be agreed upon at a pre-job conference. Supervision shall be assigned to an Operating Engineer when there are more than three (3) and less than seven (7) employees on the project or shift. He may work at the trade or with his tools and be paid at the same rate and under the same provisions as outlined in this Article.

(2) It is further understood that on all projects involving a number of short length tunnels, the Contractor shall employ at least one (1) Foreman who shall not

work at the trade or operate equipment and shall employ additional Foremen if needed to adequately supervise all employees covered by this Agreement.

(3) If a Contractor desires to lessen the number of Foremen required in this Section R, he may request a decision in accordance with the procedures of Article V.

10. Minimum Crews:

a. The minimum crew for the operation of a heading shield, mole or mining machine shall be a Mole or Mining Machine Operator, Oiler and one (1) other employee. It is understood there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size on these types of machines, in which event, the Contractor and the Union shall agree at the pre-job conference upon the crew size to perform the operation and repair of said equipment.

b. On tunnel headings where the operating, repair or servicing of equipment is performed, the tunnel repairman or other employees covered by these tunnel provisions shall be utilized.

c. No one other than an Operating Engineer covered by this Agreement shall operate a locomotive on a tunnel project.

11. Meal Period:

a. It is mandatory that all employees shall be given a full, uninterrupted meal period. The meal period may be staggered between the third (3rd) and fourth (4th) and one-half (½) hours.

b. If an employee is not afforded a full, uninterrupted thirty (30) minute meal period, or if during his lunch period another Operating Engineer operates the equipment to which he is regularly assigned, he shall be paid double (2) time for his lunch period.

12. Safety:

a. It is mutually agreed that the current (or as may be revised) Nevada State Tunnel Safety Orders shall prevail in all safety matters and are herein incorporated by reference and made a part of these provisions. Recognizing that safety on the job is a primary concern to the Union and the Contractor and it is agreed that weekly tool box safety meetings shall be attended by the Contractor's Representative, his employees and may be attended by a representative of the Union.

b. The Contractor's Representative, the Union Representative and the State Safety Representative will make periodic safety inspections, or when any of them are of the opinion that an unsafe or detrimental situation exists.

c. In the event there is an accident of a serious nature, the Union Representative servicing the project shall be notified immediately. The Union Representative servicing the project shall furnish the Contractor with his work telephone number.

d. The Union shall cooperate with the Contractor and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees, promulgated by the State of Nevada. All employees shall perform their duties in each operation in such a manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

e. Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each Contractor. Each Contractor shall arrange for adequate and prompt medical attention in case of injury. This may be accomplished by: (1) on-the-job facilities or proper equipment for prompt transportation of the injured person to a physician, or (2) a communication system for contacting a doctor and/or ambulance, or a combination of these, that will avoid unnecessary delay in treatment. Each Contractor must post the name and address of its doctor and of the Workmen's Compensation Insurance Carrier on the jobsite. Where an ambulance is not available within ten (10) miles of the jobsite, an ambulance shall be made available on the project.

f. Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the Operator shall be installed.

g. No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule and regulation of the State of Nevada, or any political subdivision. Such determination shall be made in writing by a responsible agent of the State of Nevada or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

h. The Contractor and the Union agree that wage scales apply to classifications rather than to workmen. The Contractor shall not assign the operation of any equipment to any other workman not covered by this Agreement. An employee will not be required to transfer from his original piece of equipment and back to his original piece of equipment more than once in any one (1) shift. In the event he is required to transfer more times than stipulated herein, the Contractor shall be required to pay eight (8) hours at the

Group IX rate of pay to the Operating Engineers Health and Welfare Fund for each day, or portion thereof, the violation occurred. However, an employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off but shall be returned to the equipment to which he was originally dispatched. This Paragraph shall not apply to indentured Apprentices.

(1) It is agreed that one (1) employee may be required to transfer between two (2) designated pieces of equipment more times than stipulated herein. The transfer and the classifications shall be agreed upon at the pre-job conference.

i. In computing overtime, shift differential and premium pay shall be subject to overtime provisions.

j. All welding and/or repairs of equipment, fan lines, electrical installation, water and air lines, braces, forms, etc., shall be done by employees covered by this Agreement.

k. In the event the Contractor requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such request will be mailed to the Union at the same time such written request is mailed to the State Mine Inspector.

l. After blasting, the workmen must wait at least ten (10) minutes after a full round before returning to the point of blasting (a longer waiting period may be required to allow time for clearing of air by the ventilation system and wetting down of the muck pile).

m. Classifications and wage rates are designated in Appendix D.

S. Special Working Rules and Conditions for Field Survey Work:

1. All terms and conditions of this Agreement shall apply to all employees employed on field survey, unless otherwise specified in this Section S.

2. The following special working rules shall apply only to employees regularly employed in field survey work when the individual Contractor is required by contracting authority to furnish his own field survey work, or when the individual Contractor hires employees to perform survey work.

a. The operation and adjustment of micro-measuring instruments, including but not limited to Global Position Systems, Surveyors Transits, 3D Scanner, Drones, Ground Penetrating Radar, Levels, Laser Beams, Geodometers, Tellurometers, Electrotapes and tools used in establishing the exact location and measurements of points, elevations, lines, areas and contours on and beneath the earth's surface for the purpose of construction, map making, land evaluation, mining, tunnel excavation, or other purposes.

b. Work on building, heavy, highway and engineering construction, including without limitation the following types or classes of work in connection with the establishment of control points governing construction operations on commercial, industrial and institutional building construction.

c. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission lines and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, building foundations, pile driving piers, locks, river and harbor projects, breakwaters, jetties and dredging.

d. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries, power plants, desalination plants and incidental structures, solar energy installations and appurtenances and incidental structures, also including any grading, excavation or similar operations which are incidental thereto.

3. When required to report at the Contractor's office before going to work and after work, employee's time will start and end at the Contractor's office.

4. Any employee covered by these provisions who does any work on tunnel projects or hydrographic work during any one (1) shift, shall receive the basic per hour wage rate as designated in Appendix C or D for the entire shift.

5. There shall be a Party Chief as a member of each field survey crew. They shall receive the rate of pay as designated in Appendices C and D.

6. A Party Chief shall be qualified by training and experience to do the following work and will be employed to perform the following functions:

a. Determine the exact location and measurements of points, elevations, lines, areas and contours on and beneath the earth's surface for the purpose of construction, map making, land evaluation, mining or other purposes.

b. Determine the information needed to conduct a survey from notes, maps, deeds and other records.

c. Keep accurate notes, records and sketches of work performed or date secured.

d. Verify by calculation the accuracy of survey data secured.

7. When a Party Chief has successfully completed the prescribed related instruction and training required by the Surveyor's Joint Apprentice and Journeyman Training Committee, he shall be entitled to the rate of pay of Certified Party Chief as established by the Southern Nevada Master Survey Agreement.

T. Special Working Rules and Conditions for Permanent Asphalt Plants and Soil Cement Mix Plants:

In addition to all Articles of this Agreement, except for the following conditions, which prevail, and Appendices A through G, the following special working rules shall apply to and cover operations of asphalt plants and soil cement mix plants which are permanently located within the area defined in Article I except such plants set up especially for servicing a specific construction job:

1. Crews on manual asphalt plants shall consist of a Plant Engineer, Mixerman, Fireman and Oiler. Crews on fully automated asphalt plants shall consist of a Plant Engineer and one (1) additional employee covered under the terms of this Agreement and shall be identified with the plant at all times. Crews on semi-automated asphalt plants shall consist of a Plant Engineer and two (2) additional employees covered under the terms of this Agreement and shall be identified with the plant at all times.

2. a. Eight (8) consecutive hours exclusive of meal period shall constitute a day's work, between the hours of 6:00 A.M. and 4:00 P.M. and forty (40) hours, Monday through Friday, shall constitute a week's work at straight-time.

b. Regular straight-time working hours shall be between 6:00 A.M. and 4:00 P.M. Such straight-time working hours may be changed to earlier than 6:00 A.M. from time-to-time whenever a legitimate reason there for shall exist but shall not be needlessly changed.

c. When so elected by the Contractor, multiple shifts may be worked for five (5) or more days on maintenance work exclusively between the hours of 4:00 P.M. and 6:00 A.M. and such shifts shall work seven (7) consecutive hours, exclusive of meal period, for which working time employees shall receive eight (8) hours straight-time pay Monday through Friday.

3. All maintenance work performed on Sundays shall be paid for at double (2) the straight-time rate of pay.

4. The Union agrees to give signatory asphalt plant and soil cement mix plant Operators sufficient notice prior to the establishment of picket lines, upon projects to which the signatory Contractor may be delivering materials, to enable the asphalt plant and soil cement mix plant Operators to avoid undue loss of material in transit from plants.

5. a. The Contractor shall make an effort to train the workmen for other classifications under the Labor Agreement or transfer to another plant the workmen being replaced.

b. When workmen are displaced and the individual Contractor is unable to place the employee on other classifications, an effort shall be made by the industry to utilize the displaced workman.

6. Zone Pay - Hot Plant Supplemental Agreement:

a. When a plant is being erected or moved in or to a zone pay area as outlined in Article XVIII, Section Q, the workmen employed during the erection shall be paid zone pay as set forth in the Master Labor Agreement.

b. When the plant is put into operation, the operating crew shall receive zone pay for a period not to exceed forty-five (45) working days after the plant has been put into operation. Workmen who continue in the operation after erection shall be subject to the forty-five (45) days including erection and operation.

c. Operating crews at permanently located plants in a zone pay area that are operated on an intermittent basis shall receive zone pay as outlined in Article XVIII, Section Q, of the Master Labor Agreement.

d. Workmen hired through the Union or transferred from other facilities of the Contractor to a plant in a zone pay area that is operated on a non-intermittent basis shall receive zone pay for a period not to exceed forty-five (45) working days.

e. A plant in the zone pay area shall be considered intermittent when the services of a plant crew are not required for ten (10) days or more.

f. Workmen shall receive the zone pay rate as defined in Article XVIII, Section Q, under this Article if their home address is more than forty (40) miles from the plant.

g. Workmen who are employed at a permanent plant as permanent employees in a non-zone pay area shall not be eligible for zone pay, however, when employees are requested to report to another plant that is located more than forty (40) miles from their home address, they shall be entitled to zone pay as defined above.

U. Miscellaneous Provisions:

1. In the event that the Employer willfully violates the provisions of the foregoing Articles or willfully violates any provisions elsewhere in this Agreement relating to wages, hours of work, overtime differentials, any back pay owed to the employee because

of such violations, shall be paid by the Employer at the rate of two (2) times the standard straight-time and overtime rates in order to compensate the employee for the inconvenience and lost use of the monies that the employee suffered. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double (2) payment provision and in such case, the Employer shall be required to pay only the actual amount of back pay involved at the standard straight-time and overtime rate.

2. Either party to this Agreement shall have the right to reopen negotiations pertaining to Union Recognition and Hiring Procedures by giving the other party thirty (30) days' written notice when the laws pertaining thereto have changed by Congressional Amendment or State or Federal Government regulations.

3. Overtime: First four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1½). All additional hours shall be at double (2) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1½), and all additional hours at double (2) time. Sundays shall be double (2) time. Holidays shall be double (2) time, except as provided elsewhere in this Agreement.

4. Operators on hoists with three (3) drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. For each additional drum, he shall receive an additional fifty cents (50¢) per hour. The additional pay shall be added to the regular rate and become the base rate for the entire shift.

5. Pre-Apprentice Training: Recognizing that our industry can utilize minority manpower in our Apprenticeship Programs, Pre-Apprenticeship Training Programs shall be developed and such programs shall be implemented by the Apprenticeship Coordinator with the cooperation of both the Union and the Contractors.

6. It is agreed that an Engineer-Operator, Oiler or Apprentice, or at the option of the Employer, two (2) Operators, shall constitute an operating crew and shall be identified on all concrete truck mounted pumps when equipped with booms in excess of one hundred five feet (105') or 36 meters or any time the Engineer-Operator cannot see the point of pour from or at the pump.

7. All Heavy Duty Repairmen or Heavy Duty Repairmen Combinations shall receive a One Dollar and fifty cents ($1.50) per hour tool allowance. This tool allowance shall be added to his classification and shall become his base rate of pay.

8. In the event of litigation resulting from a jobsite accident, the Contractor will utilize the services of his counsel to represent an employee defendant.

9. All additional pay provisions of this Agreement such as long boom, tandem, push-pull, three drum hoists, shift differentials, etc., shall apply to all Apprentices in addition to their base rate of pay as provided by the Apprentice Standards.

10. Caliche: It is hereby agreed that because of prevalent amounts of caliche existing in and around the Las Vegas area, it may be necessary to operate more than one (1) "breaking ball rig" on a jobsite to break rock for streets and pads during grading operations for new subdivisions in order to maintain production at a reasonable cost to the Contractor.

It is therefore agreed that where this operation becomes necessary that only one (1) Oiler will be assigned to service two (2) breaking ball rigs.

In the event more than two (2) breaking ball rigs are utilized, only two (2) Oilers will be required to service all three (3) or four (4) such rigs.

It is also understood that this provision shall apply to housing tracts only and shall not interfere with or change the present requirement of an Oiler being required where only one (1) breaking ball rig is being used.

It is further agreed that to apply this provision the breaking ball rigs shall be in close proximity to each other.

11. In the event work covered by this Agreement is performed on behalf of a Contractor, on a building project jobsite only, by employees of the Contractor or his/her Subcontractor or by rental of manned equipment, the Contractor shall be responsible for insuring that such work is performed in accordance with this Agreement until all such covered work on the project has been completed. Such work shall not be deemed completed until the equipment utilized to perform such work has been permanently removed from the jobsite.

V. Special Working Rules and Conditions for Contractor's Permanent Shops and Yards:

1. The following special working rules shall apply to all work in the Contractor's yards and/or shops, except such yards and/or shops set up especially for servicing a specific construction job. In addition to all Articles of this Agreement and Appendices A through G, except for the following considerations which prevail, the following special rules shall apply to all work in the Contractor's yards and/or shops, except such yards and/or shops set up especially for servicing a specific construction job.

a. Where a single shift is worked, eight (8) hours of continuous employment between the hours of 6:00 A.M. and 5:00 P.M., except for lunch period of not less than thirty (30) minutes, to be taken within the fifth (5th) hour, shall constitute a day's work, beginning Monday and continuing through Friday of each week. Where work is required in excess of eight (8) hours in any one (1) day, or before 6:00 A.M. or after 5:00 P.M. or during the interval from 5:00 P.M. Friday to 6:00 A.M. Sunday, such work shall be

paid for at one and one-half (1½) times the basic rate of wages. Work performed on Sundays and holidays shall be at double (2) time.

b. Where two (2) or more shifts are worked five (5) days of seven and one-half (7½) hour shifts from Sunday midnight to Friday midnight shall constitute a regular week's work. Seven and one-half (7½) hours shall constitute a regular day's work, for which eight (8) hours shall be paid. Overtime pay rate on shift schedules shall begin after seven and one-half (7½) hours are worked.

c. The Employer shall establish a definite starting and quitting time for each shift and shifts shall run consecutively with no more than one (1) hour break between shifts. In no event shall the regular working hours of the regular shifts be staggered or overlap. The shift differential as indicated above shall apply whenever shifts are worked, including Saturdays, Sundays and holidays.

ARTICLE XIX
General Savings Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of this Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void or if the Impartial Jurisdiction Disputes Board for the Construction Industry is abolished, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days' following the beginning of such negotiations, the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article V of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to them and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article III shall not apply if either party fails to comply with the decision of the Arbitrator.

ARTICLE XX
Term, Termination and Renewal

This Agreement shall be effective as of the 1st day of July, 2022, and remain in effect through the 30th day of June, 2025, and shall continue from year-to-year thereafter, unless either of the collective bargaining representatives shall give written notice to the other of a desire to change, amend, modify or terminate this Agreement at least sixty (60) days' prior to the 30th day of June, 2025, or the 30th day of June of any succeeding year. Notice to the Union shall be sent Certified Mail Return Receipt Requested, to the attention of the Business Manager and effective only upon receipt at the Union's main office at 150 Corson Street, Pasadena, California 91103. In the event no agreement is reached between the parties, and a strike or lockout occurs, the parties will continue to negotiate with each other until an agreement is reached.

SOUTHERN NEVADA
APPENDIX A
CLASSIFICATIONS AND WAGE RATES

GROUP I

Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator (when more than five (5) 900 CFM or larger units, additional Operator required)
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Inertial Profiler
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

GROUP II

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Coil Tubing Rig Operator
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Heliostat Assembly System (Operator related work)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Profilograph
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

GROUP III

Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer, with all attachments)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)

Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP IV

All Terrain Placers/All Terrain Stone Slingers
Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine and/or Pilot Tube Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Direct Push Operator (Geoprobe or similar types)
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Equipment Greaser (Grease Truck)
Excavator Track/Rubber-Tired – with all attachments (Operating weight under 21,000 lbs., see crew size requirement)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 30' maximum)
Hydrovac Operator
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

GROUP V

Equipment Greaser (Grease Truck/Multi-Shift)

GROUP VI

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener

Concrete Joint Machine Operator (canal and similar type)
Concrete Placer Operator
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer
Derrickman (Oilfield type)
DeSanding Plant Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Force Feed Loader
High Rail Swivel Dump
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 45' maximum)
Hydro Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
MST 2200, Track Dumps
Pavement Breaker Operator (truck mounted, Oiler or Journeyman-trainee required)
Prentice High Rail Loader (or similar types)
Railcar Mover
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Rumble Strip Grinder (or similar types)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator
Volumetric Mixer Operator
Welder - General

GROUP VII
Welder - General (Multi-Shift)

GROUP VIII
Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type - one (1) Screedman required - if an additional Screedman is required, he shall be an employee covered by this Agreement)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar types
Backhoe Operator (over ¾ yd. and up to 5 cu. yds. M.R.C., see crew size requirement)
Barrier Rail Mover (BTM Series 200 or similar types - one (1) additional employee covered by this Agreement required)
Cable Bundling Machine Operator
Cable Trenching Machine Operator (Spider Plow or similar types)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler (two (2) Operators required, see crew size requirement)
Combination Mixer and Compressor Operator (Gunite Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving (Oiler or Journeyman-trainee required)
Crushing Plant Operator (Non Portable) (Oiler or Journeyman-trainee required)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired – with all attachments (Operating Weight 21,000 lbs. – 100,000 lbs., see crew size requirement)
Global Positioning System/GPS (or Technician)
Grade Checker
Gradall Operator (Oiler or Journeyman-trainee required)
Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement – drilling depth of 60' maximum)
Hydraulic Operated Grout Plant (excludes hand loading)
Kalamazoo Ballast Regulator or similar type

Klemm Drill Operator or similar types
Kolman Belt Loader and similar type (additional employee required on two (2) or more)
Le Tourneau Blob Compactor or similar type
Lo Drill
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator (One (1) Plant Operator and a minimum of one (1) Loader Operator will be required)
Prentice 721E Hydro-Ax
Pumpcrete Gun Operator
RCM Cementing Unit Operator
Rail/Switch Grinder Operator (Harsco or similar types)
Rock Drill or similar types
Rotary Drill Operator (excluding Caison type - Oiler or Journeyman-trainee required)
Roto Mill Operator
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group II)
Soil Stabilizer and Reclaimer
Somero SXP Laser Screed
Speed Swing Operator
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating - Oiler or Journeyman-trainee required)
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating - Oiler or Journeyman-trainee required)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

GROUP IX
Heavy Duty Repairman (Multi-Shift)

GROUP X
Backhoe Operator (over 5 cu. yds., M.R.C., see crew size requirement)
Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual Drum Mixer (Oiler or Journeyman-trainee required)
Heavy Duty Repairman Welder Combination
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 105' maximum)
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with hoisting and placing materials)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

GROUP XI
Dynamic Compactor LDC350 (or similar types - two (2) Operators required)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

GROUP XII

Auto Grader Operator (Grade Checker and one (1) additional employee required)
Automatic Slip Form Operator (Grade Checker and one (1) additional employee required)
Backhoe Operator (over 7 cu. yds, M.R.C., see crew size requirement)
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
Excavator Track/Rubber-Tired – with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs., see crew size requirement)
Hoe Ram or similar with Compressor
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 175' maximum)
Mass Excavator Operator - Less than 750 cu. yds. (two (2) Operators and Oiler or Journeyman-trainee required)
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator (two (2) Operators required)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
Vermeer Rock Trencher (or similar type)

GROUP XIII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP XIV

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)
Canal Trimmer Operator (Operator, Oiler, and two (2) other employees covered by this Agreement required)
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 300' maximum)
Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour - two (2) Operators and one (1) Oiler or Journeyman-trainee, and two (2) Heavy Duty Repairmen required)

GROUP XV

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

GROUP XVI

Excavator Track/Rubber-Tired – with all attachments (Operating Weight exceeding 200,000 lbs., see crew size requirement)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP XVII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP XVIII

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP XIX

Rotex Concrete Belt Operator (or similar types)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP XX

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP XXI

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP XXII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

GROUP XXIII

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

GROUP XXIV

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP XXV

Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)

Pedestal Concrete Pump Operator (see crew size requirement)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Spyder Excavator Operator, with all attachments

SOUTHERN NEVADA
APPENDIX
A-1 THROUGH A-3
CLASSIFICATIONS AND WAGE RATES

	INCREASE EFFECTIVE DATES		
	7-01-22	7-01-23	7-01-24
	*$5.00	*$4.00	*$4.00

CLASSIFICATIONS	EFFECTIVE 10-01-22, HOURLY WAGE RATES		
		**SS	***MS
Appendix	A-1	A-2	A-3
GROUP I	$ 52.94	$ 53.44	$ 53.94
GROUP II	53.89	54.39	54.89
GROUP III	54.18	54.68	55.18
GROUP IV	55.67	56.17	56.67
GROUP V	---	---	56.77
GROUP VI	55.89	56.39	56.89
GROUP VII	---	---	56.99
GROUP VIII	56.00	56.50	57.00
GROUP IX	---	---	57.10
GROUP X	56.12	56.62	57.12
GROUP XI	---	---	57.22
GROUP XII	56.29	56.79	57.29
GROUP XIII	56.39	56.89	57.39
GROUP XIV	56.42	56.92	57.42
GROUP XV	56.50	57.00	57.50
GROUP XVI	56.62	57.12	57.62
GROUP XVII	56.79	57.29	57.79
GROUP XVIII	56.89	57.39	57.89
GROUP XIX	57.00	57.50	58.00
GROUP XX	57.12	57.62	58.12
GROUP XXI	57.29	57.79	58.29
GROUP XXII	57.39	57.89	58.39
GROUP XXIII	57.50	58.00	58.50
GROUP XXIV	57.62	58.12	58.62
GROUP XXV	57.79	58.29	58.79

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

**Special Shift ***Multi-Shift
Zone Pay (Refer to Article XVIII, Section Q)

SOUTHERN NEVADA
APPENDIX B
CRANES, PILEDRIVING AND HOISTING EQUIPMENT
CLASSIFICATIONS AND WAGE RATES

GROUP I
A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

GROUP II
Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

GROUP III
Hydraulic Boom Truck (Pitman)
Knuckleboom
Spyder Crane (or similar type)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

GROUP IV
Bridge Crane Operator
Creter Crane Operator (Oiler required)
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator (Oiler required)
Lift Slab Mobile Operator (Vagtborg and similar type)
Material Hoist/Manlift Operator
Ojjo Earth Truss Driver Machine Operator or similar types
PD10 Pile Driver (or similar types)
Polar Gantry Crane Operator
Prentice Self-Loader
Self-Climbing Scaffold (or similar type)
Shovel, Dragline Clamshell Operator (over ¾ yd. and up to 5 cu. yds. M.R.C., Oiler required)
Silent Piler
Snobble Unit (pin-n-go or similar types, see crew size requirement)
Tugger Hoist Operator (2 drum)

GROUP V
Pedestal Crane Operator
Shovel, Dragline, Clamshell Operator (over 5 cu. yds., M.R.C., Oiler required)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

GROUP VI
Crawler Transporter Operator (Track or Rubber-Tired, Goldhofer or similar type)
Derrick Barge Operator (up to and including 25 ton capacity, see crew size requirement)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity, see crew size requirement)
Rotational Telehandler Operator (when Crane Certification is required)
Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types)
Shovel, Dragline, Clamshell Operator (over 7 cu. yds., M.R.C., Oiler required)

GROUP VII
Derrick Barge Operator (over 25 ton M.R.C., up to and including 50 ton M.R.C., see crew size requirement)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C., see crew size requirement)
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) ton (One (1) Operator)

GROUP VIII
Oilers (40 tons up to and including 200 ton M.R.C.)

GROUP IX
Oilers (Over 200 tons)

GROUP X
ABI/Fundex Machine
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C., see crew size requirement)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C., see crew size requirement)
Vibrocat Stone Column Operator or similar types (Oiler required)

GROUP XI
Crane Heavy Duty Repairman

GROUP XII
Crane Operator (up to and including 40 ton capacity, see crew size requirements)

GROUP XIII
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C., see crew size requirement)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C., see crew size requirement)

GROUP XIV
Luffing Boom Oiler

GROUP XV

Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C., see crew size requirement)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 tons, see crew size requirement)

GROUP XVI

Crane Operator (over 40 tons, up to and including 79 ton M.R.C, see crew size requirement)

GROUP XVII

Crane Operator (Including 80 tons, up to and including 150 ton M.R.C, see crew size requirement)

GROUP XVIII

Derrick Barge Operator (over 300 tons, see crew size requirement)
Helicoptor Pilot
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons, see crew size requirement)
Tower Crane Operator (see crew size requirement)

GROUP XIX

Crane Operator (over 150 tons, up to and including 200 ton M.R.C, see crew size requirement)

GROUP XX

Crane Operator (over 200 tons, up to and including 250 ton M.R.C, see crew size requirement)

GROUP XXI

Crane Operator (over 250 tons, up to and including 300 ton M.R.C, see crew size requirement)

GROUP XXII

Crane Operator (over 300 tons up to and including 350 tons M.R.C, see Crew Size Requirement)

GROUP XXIII

Crane Operator (over 350 tons up to and including 500 tons M.R.C, see Crew Size Requirement)

GROUP XXIV

Crane Operator (over 500 tons M.R.C, see Crew Size Requirement)

SOUTHERN NEVADA
APPENDIX
B-1 THROUGH B-3
CRANES, PILEDRIVING AND HOISTING EQUIPMENT
CLASSIFICATIONS AND WAGE RATES

	INCREASE EFFECTIVE DATES		
	7-01-22	7-01-23	7-01-24
	*$5.00	*$4.00	*$4.00

CLASSIFICATIONS	EFFECTIVE 10-01-22, HOURLY WAGE RATES		
		**SS	***MS
Appendix	B-1	B-2	B-3
GROUP I	$ 55.53	$ 56.03	$ 56.53
GROUP II	55.67	56.17	56.67
GROUP III	55.89	56.39	56.89
GROUP IV	56.00	56.50	57.00
GROUP V	56.12	56.62	57.12
GROUP VI	56.29	56.79	57.29
GROUP VII	56.46	56.96	57.46
GROUP VIII	56.62	57.12	57.62
GROUP IX	57.30	57.80	58.30
GROUP X	57.46	57.96	58.46
GROUP XI	57.76	58.26	58.76
GROUP XII	58.09	58.59	59.09
GROUP XIII	58.46	58.96	59.46
GROUP XIV	59.30	59.80	60.30
GROUP XV	59.46	59.96	60.46
GROUP XVI	59.51	60.01	60.51
GROUP XVII	60.01	60.51	61.01
GROUP XVIII	60.46	60.96	61.46
GROUP XIX	62.04	62.54	63.04
GROUP XX	62.65	63.15	63.65
GROUP XXI	63.26	63.76	64.26
GROUP XXII	64.02	64.52	65.02
GROUP XXIII	64.48	64.98	65.48
GROUP XXIV	64.98	65.48	65.98

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

Special Shift*Multi-Shift
Zone Pay (Refer to Article XVIII, Section Q)

TRUCK CRANE
CRANE AND HOISTING EQUIPMENT OPERATORS

Qualifications and Certification:

1. The parties signatory hereto have established a Certification Program for all Operators of cranes in excess of a 7.5-ton lifting capacity or 25 feet of boom length. A committee of not less than three (3) management representatives and three (3) union representatives selected by established program procedures will manage and oversee the program's operations.

2. Testing shall be conducted at training sites operated by the Training and Retraining Trust. In addition, testing sites may be designated at employer's places of business or other locations designated by the committee to give a test to all Operators. Irrespective of the test site, testing is to be conducted by an independent and impartial testing organization and/or independent contractor(s) selected by the committee. With thirty (30) days' written notice, the committee will have the unqualified right to terminate the current independent testing organization and/or independent Contractors and select others in accordance with established program procedures. The cost associated with the testing is the sole responsibility of the Training and Retraining Trust.

3. All Operators must initially participate in the written and practical test with no exception. In the event the Operator is applying for certification of more than one (1) type and size of crane, each Operator must pass the written and practical "hands on" test for each specific crane separately. All Operators at a minimum must pass a physical and a substance abuse test as specified in the American Society of Mechanical Engineers (ASME) B30.5 standard before making an application for testing. At the end of the five (5) calendar years, each Operator must take a current written exam, and provide current proof of passing the aforementioned physical and substance abuse tests. A practical exam would also be required if the Operator is unable to document at least 1000 hours of experience during the immediately preceding certification period, operating the specific crane-type or hoisting equipment for which recertification is sought.

a. An Operator applying for recertification and not wishing to take the practical exam must provide a complete employment record 1000 hours of work history on cranes or hoisting equipment that recertification is sought within the previous five (5) year period. The employment record must include but is not limited to the following items:

(1) Name, address, telephone number, verifying supervisors at past and present employment covering the past five (5) calendar years.

(2) Make and model of cranes or hoisting and equipment operated.

(3) Total hours of operation for this employee.

b. Waiver of the practical examination will only be granted after review and verification of the employment record.

4. Trainees possessing current, valid provisional certifications may be authorized to operate crane and hoisting equipment provided they are under the supervision of an Operator possessing a current, valid Certification of Competence for the specific crane-type or hoisting equipment being operated by the trainee.

5. It is also agreed between the parties that if any public or private authority should enact or impose any statute, law, regulation or specification that this testing program does not accommodate, then the committee shall meet to resolve such issues.

6. If the above procedures are not followed, then it will be deemed a violation of this Agreement. This includes instructions to employees to take any other test or certification unless agreed upon by the Union.

7. Exemptions:

If the Employer has chosen some other program to certify his or her employees it shall not be recognized by the Union and the employer shall be in violation of this Agreement if they instruct their employees to take any other test or certification requirement unless agreed upon by the Union.

a. The operation of a crane or hoisting equipment with a lift capacity or boom length dimension below that stipulated in Paragraph 1 will not require the Operator to be certified.

b. The operation of a crane or hoisting equipment solely for testing, inspection, and/or maintenance of the crane or hoisting equipment will not require the Operator to be certified.

8. A Contractor found violating any portion of this Article, as determined by the grievance procedure, shall immediately pay compensatory damages in the amount of one (1) day's pay at the highest journeyman rate under this Agreement for each day or portion thereof the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund.

SOUTHERN NEVADA
APPENDIX C
SURVEYOR
CLASSIFICATIONS AND WAGE RATES

GROUP I
Chainman

GROUP II
Rodman

GROUP III
Ground Penetrating Radar Operator (when used in conjunction with survey work)
Instrumentman
Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with survey work)

GROUP IV
Global Position Systems Chainman and Rodman
Hydrographic Engineering Technician I (Chainman)
Wild Gyroscope Instrumentman

GROUP V
Party Chief

GROUP VI
E.D.M. or Fathometer Instrumentman

GROUP VII
Certified Party Chief

GROUP VIII
Hydrographic Engineer Party Chief

GROUP IX
Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

GROUP X
Chief of Parties
Two (2) or more crews

SOUTHERN NEVADA
APPENDIX
C-1 THROUGH C-3
SURVEYOR
CLASSIFICATIONS AND WAGE RATES

	INCREASE EFFECTIVE DATES		
	7-01-22	7-01-23	7-01-24
	*$5.00	*$4.00	*$4.00

CLASSIFICATIONS	EFFECTIVE 10-01-22, HOURLY WAGE RATES		
		**SS	***MS
Appendix	C-1	C-2	C-3
GROUP I	$ 54.86	$ 55.36	$ 55.86
GROUP II	55.67	56.17	56.67
GROUP III	55.89	56.39	56.89
GROUP IV	56.17	56.67	57.17
GROUP V	56.29	56.79	57.29
GROUP VI	56.39	56.89	57.39
GROUP VII	56.42	56.92	57.42
GROUP VIII	56.79	57.29	57.79
GROUP IX	56.92	57.42	57.92
GROUP X	57.42	57.92	58.42

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

Special Shift*Multi-Shift
Zone Pay (Refer to Article XVIII, Section Q)

SOUTHERN NEVADA
APPENDIX D
TUNNEL
CLASSIFICATIONS AND WAGE RATES

GROUP I
Heavy Duty Repairman Helper

GROUP II
Skiploader (wheel type up to ¾ yd. without attachment)

GROUP III
Chainman
Power - Driver Jumbo Form Setter Operator

GROUP IV
Dinkey Locomotive or Motorman (up to and including 10 tons)
Rodman

GROUP V
Bit Sharpener
Equipment Greaser (Grease Truck)
Instrumentman
Multi Service Vehicle (MSV) Operator
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tugger Hoist Operator (1 drum)
Tunnel Locomotive Operator (over 10 tons, up to and including 30 tons)
Welder - General

GROUP VI
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
Drill Doctor
Grouting Machine Operator
Heading Shield Operator
Heavy Duty Repairman
Jumbo Pipe Carrier
Loader Operator (Athey, Euclid, Sierra and similar types)
Mucking Machine Operator (¼ yd. - Oiler or Journeyman-trainee required - Rubber-Tired, rail or track type)
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Pneumatic Heading Shield (tunnel)
Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator
Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)

GROUP VII
Heavy Duty Repairman-Welder Combination

GROUP VIII
Party Chief

GROUP IX
Certified Chief of Party
Tunnel Mole Boring Machine Operator

SOUTHERN NEVADA
APPENDIX D-1
TUNNEL
CLASSIFICATIONS AND WAGE RATES

	INCREASE EFFECTIVE DATES		
	7-01-22	7-01-23	7-01-24
	*$5.00	*$4.00	*$4.00

CLASSIFICATIONS	EFFECTIVE 10-01-22, HOURLY WAGE RATES
Appendix	D-1
GROUP I	$ 54.79
GROUP II	55.74
GROUP III	56.03
GROUP IV	56.17
GROUP V	56.39
GROUP VI	56.50
GROUP VII	56.62
GROUP VIII	56.79
GROUP IX	56.92

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

Zone Pay (Refer to Article XVIII, Section Q)

APPRENTICE WAGE RATES

Based on Appendix A, Group VI, A-1, A-2 and A-3 of this Agreement

Apprentices operating equipment set forth in Group XIII through XXV of Appendix A will receive the applicable wage rate for that Group.

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

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

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

SOUTHERN NEVADA
APPENDIX E
FIELD SOILS AND MATERIAL TESTER
BUILDING/CONSTRUCTION INSPECTOR
CLASSIFICATIONS AND WAGE RATES

GROUP I

Field Soils and Material Tester
Field Asphaltic Concrete (Soils and Material Tester)
Field Earthwork (Grading Excavation and Filling)
Hazardous Materials Soils and Material Tester
Profilograph
Roof Inspector
Water Proofer

GROUP II

AWS-CWI Welding Inspector
Building/Construction Inspector
Firestopping Inspector
Ground Penetrating Radar Operator (when used in conjunction with field soils and material testing - building/construction inspection)
Licensed Grading Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Glue-Lam and Truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete Batch Plant
Spray-Applied Fireproofing
Structural Masonry

GROUP III

Nondestructive Testing (NDT)
Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with field soils and material testing – building/construction inspection)

The above classifications shall be recognized as the jurisdiction of the Operating Engineers. It is further understood that these classifications noted herein shall not apply to laboratory work but be defined as jobsite work only.

There may be instances where an Inspector is required by the Employer to do both laboratory and field testing in which event they will be covered by the Agreement.

When a question arises as to the duties of an Inspector or Field Soils and Material Tester, the International Union of Operating Engineers, Local Union No. 12 Inspection Handbook will be referred to which contains all duties pertaining to Inspectors and Field Soils and Material Testers and will be supplied by Local Union No. 12 upon request, and shall be recognized as an addendum to this Agreement.

The employer shall furnish all special material testing equipment and equipment requiring calibration to the employee as needed. The inspectors shall furnish their own hand tools.

When required to report at the Contractor's office before going to work and after work, employee's time will start and end at the contractor's office.

SOUTHERN NEVADA
APPENDIX
E-1 THROUGH E-3
FIELD SOILS AND MATERIAL TESTER
BUILDING/CONSTRUCTION INSPECTOR
CLASSIFICATIONS AND WAGE RATES

	INCREASE EFFECTIVE DATES		
	7-01-22	7-01-23	7-01-24
	*$5.00	*$4.00	*$4.00

CLASSIFICATIONS	EFFECTIVE 10-01-22, HOURLY WAGE RATES		
		**SS	***MS
Appendix	**E-1**	**E-2**	**E-3**
GROUP I (Old Group 2)	$ 53.89	$ 54.39	$ 54.89
GROUP II (Old Group 4)	55.67	56.17	56.67
GROUP III	57.67	58.17	58.67

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

APPRENTICE WAGE RATES
Based on Appendix E, Group II, E-1, E-2 and E-3
(Building/Construction Inspector)

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 Apprenticeship wage rates exceed the Group I and Group II rates of this Appendix E.

Special Shift*Multi-Shift
Zone Pay (Refer to Article XVIII, Section Q)

SOUTHERN NEVADA
APPENDIX F
CONTRIBUTIONS PAYABLE TO TRUST FUNDS

	EFFECTIVE DATES				
	10-01-21	7-01-22	10-01-22	7-01-23	7-01-24
Health & Welfare Plan (Article VIII)	$11.95	$12.45	$12.45		
Pension Trust (Article IX)	$9.65	$9.65	$9.65		
Defined Contribution Plan (Annuity) (Article X)	$3.50	$4.00	$4.00		
Vacation-Holiday Fund ($1.65) & Supplemental Dues ($1.70) (Article XI & Article XVII)	$3.10	$3.35	$3.35		
Joint Apprenticeship Training Trust Joint Journeyman Retraining Fund (Article XII)	$0.90	$0.90	$0.90		
Industry Fund (Article XIV)	$0.15	$0.15	$0.15		
Engineers Contract Compliance Committee Fund - (ECCC) (Article XIII)	$0.14	$0.14	$0.14		

The Apprenticeship Standards will be modified as follows and shall apply to all Step I Apprentices indentured after July 1, 1992. No pension contributions will be required for the first 2,000 hours. After completing 2,000 hours, fringe benefit payments will include Pension Fund.

The above contributions will be made on the basis of straight-time or overtime hours worked or paid each employee under the terms of this Appendix. The Contractor shall pay fringe benefit contributions to the Operating Engineers Trust at the specified hourly rates on all hours of employment (worked or paid) of each employee who performs any work whatsoever of the nature covered by this Agreement.

The Memorandum of Understanding on Drug Abuse Prevention and Detection which became effective on July 1, 1992, is included herein by reference.

The Contractors or Association Members, signatory to this Agreement shall recognize that the Retirees of the Operating Engineers Union are in need of a periodic increase in their benefits to keep abreast of economic factors such as inflation and normal cost of living increases.

Therefore, we are proposing the hourly pension contribution reflect a One Dollar ($1.00) per hour increase over the term of the Agreement to be allocated as follows:

Effective July 1, 2007, fifty cents (50¢) per hour
Effective July 1, 2008, twenty-five cents (25¢) per hour
Effective July 1, 2009, twenty-five cents (25¢) per hour

This One Dollar ($1.00) per hour increase is over and above the existing contribution rate of Four Dollars and five cents ($4.05) per hour.

The increased amount shall be utilized as set forth hereafter to increase benefits and improve the funding condition to the Pension Plan. Within sixty (60) days' of adoption of this Agreement the Board of Trustees shall adopt a Plan Amendment which: (1) Effective July 1, 2007, increases pension benefits, in accord with past practice, for Active Plan Participants by Three Dollars ($3.00) per pension credit. (2) Effective July 1, 2007, provides that pensioners on the rolls as of June 30, 2007, and on the rolls as of December 1, 2007, shall receive a thirteenth (13th) check in December 2007 and further provides an identical benefit increase for pensioners on the rolls as of June 30, 2008, June 30, 2009, June 30, 2010, June 30, 2011 and June 30, 2012, if they are on the rolls as of December 1, of the same calendar year.

It is further agreed that in the event there is insufficient margin existing in the Pension Fund to increase the benefits as noted herein, the Union shall have the option of allocating a portion of their negotiated increase to pay for the increase, or foregoing the increase. However, the margin that may be created during the life of this Agreement shall first be used before any further allocations are made.

PROCEDURE FOR RESOLVING TRUST FUND DISPUTES

1. Pending amendment of the Trust Agreements, by all of the parties to the Trust Agreement, the following procedure shall be used to resolve any Trust Fund dispute in the event there is a deadlock in implementing the increases noted above.

a. The deadlocked dispute shall be submitted to the Labor-Management Adjustment Board consisting of three (3) persons from the Contractors Negotiating Committee and three (3) persons from the Operating Engineers Negotiating Committee, all of whom participated in the negotiations, for a determination of the deadlocked motion. The parties' Trustees shall also be present as observers. There shall be no alternates appointed by either party. In the event of a deadlock, the parties shall select an arbitrator in accordance with Article V of this Agreement. The arbitrator shall rule only on the provisions outlined in this Appendix F. The Trustees shall be obligated to carry out the instruction resulting from this process with respect to Appendix F of the Collective Bargaining Agreement.

b. If either party fails to meet with the Labor-Management Adjustment Board within thirty (30) days of submission of the dispute, or if the Labor-Management Adjustment Board fails to meet within thirty-nine (39) days of the submission to it of the dispute, the decision of the Labor-Management Adjustment Board shall be against the party that failed to meet, or whose members of the Labor-Management Adjustment Board failed to meet.

TRUST AMENDMENT

The Union and the Association shall jointly propose and support the following amendment to the Agreement establishing the Operating Engineers Pension Trust:

ARTICLE V, SECTION 2

The following shall be inserted after the third sentence of Article C, Section 2:

The Board of Trustees shall amend or modify the plan of benefits in effect on July 1, 1989, to include the schedule of benefit modifications set forth in Appendix F of the Nevada Contractors Association Master Labor Agreement adopted July 1, 1995. Should the Trustees be unable to agree on implementing the increases, the questions raised shall be referred to the parties for clarification as to the intent of the Collective Bargaining Parties. Should the Collective Bargaining Parties be unable to agree, they shall process the matter in the following manner:

a. The deadlocked dispute shall be submitted to the Labor-Management Adjustment Board of any of the Collective Bargaining Agreements consisting of three (3) persons from the Contractors Negotiating Committee and three (3) persons from the Operating Engineers Negotiating Committee, all of whom participated in the negotiations, for a determination of the deadlocked motion. The parties' Trustees shall also be present as observers. There shall be no alternates appointed by either party. In the event of a deadlock, the parties shall select an arbitrator other than a permanent arbitrator in

accordance with Article V of the Collective Bargaining Agreement. The arbitrator shall rule only on the provisions outlined in this Trust Agreement. The Trustees shall be obligated to carry out the instruction resulting from this process with respect to Appendix F of the Collective Bargaining Agreement.

b. If either party fails to meet with the Labor-Management Adjustment Board within thirty (30) days of submission of the dispute, or if the Labor-Management Adjustment Board fails to meet within thirty-nine (39) days of the submission to it of the dispute, the decision of the Labor-Management Adjustment Board shall be against the party that failed to meet, or whose members of the Labor-Management Adjustment Board failed to meet.

APPENDIX G

A. Air-conditioned cabs shall be provided on all equipment working in temperatures of 100 degrees F or more. This shall only apply to new equipment purchased after January 1, 1982, when air-conditioning is available from the original manufacturer. Such new equipment is defined and limited to CAT 14 Blade or larger or equivalent, D-9 or larger or equivalent, and self-loading scraper 623 or equivalent or larger and 992 loader or larger or equivalent.

B. It is also understood that it is not practicable to equip certain machines with air-conditioning because of the types of work or access of work such as housing tracts or when it is not practicable because of the safe operation of the equipment due to the restriction of view. In these instances, air-conditioning is not required.

Signature page of the SOUTHERN NEVADA MASTER LABOR AGREEMENT between the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12** and the **NEVADA CONTRACTORS ASSOCIATION** that became effective **July 1, 2022.**

NEVADA CONTRACTORS ASSOCIATION

Signed by: PATRICK VELASQUEZ

PATRICK VELASQUEZ — Dir. Labor Relations

Print Name — Title

Signed by:

Print Name — Title

Signed by:

Print Name — Title

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Ronald J. Sikorski, Business Manager

David Garbarino, President

Ken Hunt, Vice President

Shawn Kinsey, Rec-Corres. Secy.

David Sikorski, Financial Secy.

Perry Hawkins III, Treasurer

MANAGEMENT NEGOTIATING COMMITTEE
NEVADA CONTRACTORS ASSOCIATION

Nevada Contractors Association
Patrick Velasquez, Labor Relations Director
Aggregate Industries – SWR, Inc.
Bob Winningham
Dielco Crane Service Inc.
David Dieleman
Richard Dieleman
Las Vegas Paving Corp.
Lance Metha
Clark Webster
Tab Contractors, Inc.
Brady Stevens
Wells Cargo, Inc.
Trent Scarlett

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12
NEGOTIATING COMMITTEE

Ronald J. Sikorski, Business Manager
Larry Davison,, President
David Garbarino, Vice President
Shawn Kinsey, Rec-Corres. Secy.
David Sikorski, Financial Secy.
Perry Hawkins, III, Treasurer
Nick DiFranco, District Rep.
Daniel Davison, Business Agent
Ray Gort, Business Agent
Deon Neal, Business Agent
Scott Reeves, Business Agent

AMENDMENT TO THE AGREEMENT

The application of Davis-Bacon on all totally federally or state funded projects only, specifically state that the wage rates at the time of bidding shall prevail for the duration of the project.

Contractors who are signatory to a Local Union No. 12 Agreement are placed at a distinct disadvantage as they are required to pay any increases in wage rates that have been negotiated between the parties. To place the signatory Contractor in a more advantageous position, Local Union No. 12 hereby agrees that the wage rate in effect at the time job is bid shall continue for the duration of the job. However, if the parties to the Agreement negotiate any increases in the contribution rate to the various Trusts, then those increases shall become payable on the same day and in the same amount as noted in the Agreement regardless of the requirements of the Davis-Bacon Rules for that particular job.

In the event the Davis-Bacon Rules are changed that would allow any increases in the wage rate for the members employed, then those increases shall be extended to all employees working in the Operating Engineers classification.

It is further agreed that any signatory Contractor desiring to take advantage of this provision shall notify the Business Manager at 150 Corson Street, Pasadena, California 91103 and the notice shall be effective only upon receipt at the Union's Main Office, Certified Mail Return Receipt Requested, of their award on a particular job stating the location of the job and the Engineers' estimate.

Failure to notify within thirty (30) days' prior to work commencing shall cause this understanding to be null and void and the Employer will be required to pay the rates prevailing for wage and contributions to the Union Trusts.

If the Federal Davis Bacon Act or state prevailing wage is repealed or amended, the contract may be reopened for affected sections.

NEVADA CONTRACTORS ASSOCIATION

Date:_____

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Date: 10/3/22

ADDENDUM I
TRAVEL EXPENSE AND SUBSISTENCE

1. Employees covered by this Agreement shall be entitled to receive the following sums on jobs limited to twenty (20) miles or more from the City Hall of Las Vegas, Nevada, as of the effective dates indicated below:

	July 1, 2022
Mileage	
0 to 45 Miles	Free Zone
45 Miles to 60 Miles	$40.00
60 Miles and over	$60.00

2. Effective July 1, 2022, on a job or project which is located over sixty (60) miles from the City Hall of Las Vegas, Nevada, it shall be the Contractor's responsibility to provide for and maintain acceptable board and room seven (7) days per week or make a subsistence payment of Sixty Dollars ($60.00) per day for days worked.

3. The radius within five (5) miles of Boulder City, City Hall shall be considered a Free Zone.

4. Employees at campsite shall receive travel allowance at the straight-time rate from the campsite to jobsite and back to campsite with safe and suitable transportation furnished by the Contractor in compliance with Nevada State Laws.

5. No subsistence will be paid on any construction when the legal residence of any workmen at the time a job is bid or commitment made on non-bid jobs is located within a fifteen (15) mile radius of the center of the job.

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

7. Where subsistence is applicable, when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employees, subsistence shall be payable for days that work is discontinued.

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

ADDENDUM II

This document will serve as an addendum to the Master Labor Agreement covering Southern Nevada. It is drafted specifically for the purpose of making the signatory contractors in Southern Nevada more competitive in the housing industry.

This agreement shall cover single family dwellings and/or townhouses, apartment buildings and condominiums of three stories or less.

An employer desirous of becoming signatory to this agreement shall be required to meet the following criteria:

It is understood between the parties signatory hereto that it will be necessary to enter into a Project Labor Agreement for each project approved by Local Union No. 12.

In the event Local Union No. 12 cannot furnish members under the terms of the agreement, the contractor may seek employees from other resources to perform the work needed by the Employer.

The signatory contractor seeking to bid work covered by this Agreement shall, prior to submitting bids, consult with the Business Manager of the Union or his designee. Upon obtaining approval from the Union, the signatory contractor may bid work covered by this Agreement. If the bid is successful, the following types of work shall be performed in accordance with the terms and conditions of the Master Labor Agreement, except as otherwise set forth herein: Housing pads, paving work and underground utilities.

It is further recognized that, inasmuch as work awarded and covered by this Addendum is to be performed by contractor's signatory to the Master Labor Agreement in addition to this Agreement, the hiring provisions of the Master Labor Agreement apply to such work. However, workmen and/or employees dispatched by the Union shall have the right to refuse work under this Addendum and shall suffer no discipline or other retaliation by the signatory contractors as a result of such refusal.

In consideration thereof, the Union agrees for all work covered by this Addendum to reduce the current wage rate for all classifications listed in the Master Labor Agreement by 10 percent. Benefit contributions, however, shall remain at the rate (100 percent) as noted in the Master Labor Agreement.

This agreement shall have the lifespan of one (1) year and run in conjunction with the Master Labor Agreement, however, it may be renewed automatically unless either party gives a 60-day notice prior to the expiration date of the Master Labor Agreement. This applies only to jobs bid after July 1, 2004.

NEVADA CONTRACTORS ASSOCIATION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

ADDENDUM III
LIGHT COMMERCIAL LANGUAGE

The Employer and the Union agree for the period of the 2022-2025 Master Labor Agreement, the Employer shall be allowed to bid light commercial work at a reduced rate. The light commercial rate shall apply to contracts where the total project cost is 20 million or less which is not subject to prevailing wage and a Nevada unlimited gaming license or live gaming is not in effect. The wage rate shall be 80% of the union base rate with payment of full fringe benefits.

In order to utilize the reduced light commercial rate, the Employer must notify the Union District Representative by telephone or in person, followed by a Certified Letter, addressed to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103, no later than ten (10) days' prior to the start of the job.

The Employer and the Union agree to meet and discuss any issues either party may have concerning use of this rate. The parties agree that hours worked under the light commercial rate will not be submitted as part of the prevailing wage survey. The parties agree that this 20% reduction in the union base rate does not apply to Apprentices.

The Employer and the Union also agree that if the Employer is found to have violated this Addendum III, the Employer will be required to pay the full union rate for the entire project.

This Addendum will be in effect through June 30, 2025.

NEVADA CONTRACTORS ASSOCIATION

Date: 9-22-2022

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Date: 10/3/22

ADDENDUM IV
DISADVANTAGE BUSINESS ENTERPRISES

In the event that a public works project contains a Disadvantage Business Enterprise (DBE) goal as a requirement, the Employer shall be allowed to contract with needed DBE participants as long as the DBE participant is willing to sign a project specific labor agreement with the Union for work covered under the Union's Master Labor Agreement.

This Addendum will be in effect through June 30, 2025.

NEVADA CONTRACTORS ASSOCIATION

Date: 9-22-2022

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Date: 10/3/22

ADDENDUM V
PREVAILING WAGE SURVEYS

All signatory contractors shall complete State and Federal Davis-Bacon Prevailing Wage Survey forms and file them with both the governing body and the Southern Nevada Contract Compliance (SNCC) Office by the due date. Those contractors not complying with these requirements will be in violation of this Agreement.

NEVADA CONTRACTORS ASSOCIATION

Date: 9-22-2022

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Date: 10/3/22

MEMORANDUM OF UNDERSTANDING
TIMELY RESOLUTION OF DISPUTES

In recognition of the need to process grievances timely and efficiently and because of the costly delays incurred by the Union when forced to compel arbitration as a result of an individual Contractor's failure to respond to the filing of grievances under this Article, the parties agree that any delays by Contractors in processing or responding to grievances of more than fifteen (15) days shall trigger the Union's ability to withhold services from the individual Contractor or Contractors causing this delay. Upon such trigger, the Union will be allowed to withhold services to resolve the underlying labor dispute. After a fifteen (15) day delay by the Contractor, and prior to the Union withholding services, a notice that the Union intends to withhold services shall be sent by electronic mail/certified mail to the Association and the involved Contractor no less than ten (10) days prior to such engagement. If the involved Contractor is retained as a subcontractor, a notice shall also be provided to the Prime Contractor on any such project.

This Memorandum of Understanding will be in effect until June 30, 2025.

NEVADA CONTRACTORS ASSOCIATION

Date: 9-22-22

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Ronald J. Sikorski, Business Manager

Date: 10/3/22

MEMORANDUM OF UNDERSTANDING

Whereas the parties recognize the critical need for signatory contractor competitiveness and Union jurisdictional retention as technological advancements impact labor needs in the construction industry, the parties are committed to collaborating to determine scope, manning provisions, and economic guidelines for new and emerging technology, including, but not limited to, autonomous equipment.

The parties hereby agree to form a Labor-Management group to discuss new and emerging technology as advancements are realized. This Labor-Management group shall meet no less than each quarter of any given year this Memorandum of Understanding remains in effect. However, either party to this Agreement may request an interim meeting and the responding party shall provide available dates within 30 days. Time limits may be extended upon mutual agreement.

This Memorandum of Understanding will be in effect until June 30, 2025.

NEVADA CONTRACTORS ASSOCIATION

Date: 9-22-2022

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

Ronald J. Sikorski, Business Manager

Date: 10/3/22