

MASTER LABOR AGREEMENT

between

SOUTHERN NEVADA CRANE CONTRACTORS ASSOCIATION

and

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

THIS AGREEMENT, is entered into this 1st day of July, 2022, by and between the Southern Nevada Crane Contractors Association, party of the first part, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local Union No. 12, affiliated with the AFL-CIO, party of the second part, hereinafter referred to as the "Union."

ARTICLE I

General Provisions

A. Definitions:

The term "Employer" as used herein, shall refer to the Southern Nevada Crane Contractors Association for its members who have authorized through power of attorney, such representation (a list of such authorizations, certified to by an authorized person, is to be furnished to the "Union" at the signing of this Agreement for present members and upon acceptance of new members). The Members of the above named Southern Nevada Crane Contractors Association, parties to this Agreement, as provided for above, shall be and continue to remain covered by the terms and provisions of this Agreement during the term hereof even though said members shall resign from the Southern Nevada Crane Contractors Association prior to the date for the expiration of this Agreement. Such former or suspended members shall be bound by all successor Agreements, unless either the Union or the Employer gives written notice to the other not more than ninety (90) days prior to the termination date of this agreement. However, the terms and provisions contained in Article II-F, 1, and 2 and Article XV-E, F, and G, shall not apply when a member resigns from the Southern Nevada Crane Contractors Association or withdraws his power of attorney from the Southern Nevada Crane Contractors Association.

The term "Union" as used herein, shall refer to the International Union of Operating Engineers, Local Union No. 12, affiliated with the American Federation of Labor and Congress of Industrial Organizations and its Building and Construction Trades Department.

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(s)" as used herein, shall refer to the employed person(s), and owner-operators covered by this Agreement.

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

B. Work Coverage:

This Agreement shall apply to and cover all work on all cranes (including assembling and disassembling booms and changing and reeving cables), including transporting under their own power and operation.

This Agreement shall also apply to and cover maintenance and repair of equipment as defined in Article III-L.

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. Territorial Coverage:

This Agreement shall apply to and cover all work of the Southern Nevada Crane Contractors Association in the territory described as:

Clark County, Nevada
Esmeralda County, Nevada
Lincoln County, Nevada
Nye County, Nevada

ARTICLE II Union Recognition

A. The Southern Nevada Crane Contractors Association recognizes the Union as the exclusive representative of the employees covered by this Agreement for collective bargaining over whom the Union has jurisdiction.

B. 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 accumulatively 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 an Employer by name subject to the foregoing and confirmed in writing by the Employer no later than forty-eight (48) hours after the workman reports for work. There shall be no job soliciting.

b. Workmen shall have "A" Status extended for any period of incapacity or military service or for any period during which they are transferred by an Employer to a job or project outside the geographic area of this Agreement and are there employed by Employer or by a joint venture with which said Employer 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 a 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 (2½) years in conformity with Sub-paragraph (a). Workmen in this category, however, may be called by name by such former Employer.

2. Group "B" Status:

a. 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 with the Union and who are registered on the out-of-work list and are available for employment.

3. Group "C" Status:

a. 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.

C. Hiring -- Union Responsibility:

1. The Union shall establish and maintain open and non-discriminatory employment lists for workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to registration and dispatch subject to the provisions of this Article.

2. The District Dispatching Office will furnish, in accordance with the request of the Employer, such qualified and competent workmen from among those entered on said lists to the Employer by use of a written referral 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 and regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. Such requests for a referral may be made by telephone as soon as possible, not to exceed four (4) hours on the first business day following date of hire. After request has been made, this shall not preclude the right of the Employer to hire workmen on a temporary basis until the request has been fulfilled.

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

may reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Employer. All workmen shall be employed in accordance with the provisions of this Agreement.

b. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of, the Union, not interfering with the proper performance of his duties. Any discharge may be subject to the grievance procedure.

c. The Union will maintain District Dispatching Offices in the following cities to provide service to the Employers:

<u>DISTRICT OFFICE</u>	<u>TERRITORY COVERED</u>
Las Vegas, Nevada	Clark, Lincoln, Nye and Esmeralda Counties

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

D. Hiring -- Employer Responsibilities:

1. The Employer 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 Employer the required number of qualified and competent workmen of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article.

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

3. Reasonable advance notice (but no later than twenty [20] hours prior to the required reporting time) will be given by the Employer to the Dispatching Office upon ordering such workmen; and, in the event that forty-eight (48) hours after such notice, the Dispatching Office does not furnish such workmen, the Employer may procure workmen from any other source or sources. If workmen are so employed, the Employer will immediately report to the Dispatching Office each such workman by name.

4. Each Employer who employs fifteen (15) Operating Engineers shall have a minimum of one (1) Apprentice in his employment. Thereafter, he shall include an additional Apprentice for each fifteen (15) Operating Engineers employed. The

Employer will comply with all State and Federal Laws pertaining to Apprenticeship on projects.

E. As determined by the Grievance Procedure, or by a court in the case of an Employer not a member of a Group, an Employer found violating Article I-B "Work Coverage", or Article II-A and B, shall immediately pay compensatory damages in the amount of one (1) day's pay at the highest journeyman base 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 Employer shall immediately order another workman from the Union's out-of-work list, if required.

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

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

F. The Union agrees that if any dispute arises on account of jurisdiction, then it shall be settled without work stoppage or loss to the Southern Nevada Crane Contractors Association.

1. The classifications contained in Article IV shall be recognized as the work of the Operating Engineers and shall be assigned accordingly.

2. Jurisdictional disputes shall be referred to the International Unions involved for determination and the work shall proceed as assigned by the Employer until such determination by the International Unions has been confirmed to the disputing Unions and the Employer.

3. The Employer stipulates herein in writing to have a jurisdictional dispute referred to the Plan for Settlement of Jurisdictional Disputes and in so doing agrees to be bound by such decision on the specific job in which the dispute arose and further agrees to put such decision into effect without delay.

G. Subcontracting Provisions -- Employee Rights, Union Standards and Work Preservation:

1. The purpose of this Section G is to preserve and protect the work opportunity normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen performing work covered by this Agreement negotiated over many years and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-Union workmen.

a. Definition of Subcontractor: A Subcontractor is defined as any person (other than an employee covered by this Agreement), firm, limited liability company or corporation who agrees orally or in writing to perform, or who in fact performs work for or on behalf of an individual Employer. This is not limited by the use of common carriers. An Employer may use common carrier methods when needed, provided that no employee covered by this agreement is displaced as long as the employee is qualified to perform such work and the Employer has sufficient equipment.

This shall apply on two (2) boom/counterweight loads in addition to the driven crane, and three (3) for crawler crane moves that require a CDL (Commercial Drivers License). However, this will not limit the Employer's ability to use additional operating engineers for boom/counterweight loads that require a CDL.

b. The Employer agrees that he shall employ one (1) or more employees who are represented by the Union, on each jobsite on which he or his Subcontractors perform work of the type covered by this Agreement, and that neither the Employer nor any of his Subcontractors on the jobsite will subcontract 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 or corporation, party to a current labor agreement with the appropriate AFL-CIO Building Trades Department or Teamsters Union.

c. The parties to this Agreement recognize and acknowledge that the foregoing provisions have been agreed upon in the context of the on-site construction industry uncertainty over applicable law, the bargaining history of the parties, particularly in the area of multi-Employer bargaining and the absence of strikes and lockouts growing out of the negotiating process. The absence of definitive legal criteria may make renegotiation or modification of this paragraph necessary or advisable and for these reasons it is agreed that, in the event this provision is determined unlawful by the NLRB or the U. S. District Court, or the District Court enjoins its enforcement or in the event the Court of Appeals for the Ninth Circuit or the Supreme Court permits a broader clause, then this entire paragraph shall be reopened for negotiation of amendments by either party giving fifteen (15) days notice, and upon the parties failing to agree on amendments, then Article III of this Agreement shall be suspended and the parties may take either strike or lockout action, upon sixty (60) days' prior written notice.

ARTICLE III Working Rules

The following working rules will govern the employment of employees performing any work covered by the terms of this Agreement in the area described in this Agreement.

A. Shifts:

1. Eight (8) consecutive hours shall constitute a day's work, between the hours of 5:00 A.M. and 4:00 P.M. Forty (40) hours, Monday through Friday, shall constitute a week's work at straight time. All overtime work performed outside of regular working hours shall not be less than one and one-half (1½) the regular hourly rate of pay, except that double (2) time shall apply on all Sundays and holidays except as provided in Section B of this Article III.

a. Double (2) time will be paid after twelve (12) consecutive hours worked.

2. Multiple Shifts: When so elected by the Employer, multiple shifts may be worked for three (3) or more consecutive days' provided that the Union is notified in advance by Certified Mail, Electronic Mail or FAX of the effective date of the starting of such multiple shift operations; provided, however, that employees working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one (1) hour, except when the Union has been notified twenty-four (24) hours in advance of a bona fide job requirement.

a. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Article IV. However, when the day shift starts at 5:00 A.M., that eight (8) hour shift shall be paid in accordance with Article IV and the second (2nd) shift shall be paid in accordance with Article IV. 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 Article IV. 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.

3. Special Shifts: 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 Article IV, 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. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement, a special shift may be utilized by the Contractor consisting of four (4), ten (10) hour days, Monday through Thursday or Tuesday through Friday if a holiday falls on a Monday or a Friday.

Straight-time shall be paid for the first ten (10) hours of this special shift. 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. All time worked on the nonscheduled weekday (Monday or 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.

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 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.

5. Employees required to suit up and work in 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 and Nevada OSHA Safety Standards shall apply. This premium shall apply only to Level "A" and Level "B" regulated work.

B. Holidays:

1. A minimum of eight (8) hours at double (2) time the regular rate of pay as herein provided shall be paid for all work performed under this Agreement on the following holidays:

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

2. If any of the above holidays shall fall on Sunday, the Monday following shall be considered a holiday.

3. No work shall be performed on Labor Day, except in cases of extreme urgency, when life or property is in imminent danger.

4. No work shall be performed on the first (1st) Saturday following the first (1st) Friday in the months of June and December of each year, except when life or property is in imminent danger, time worked shall be at the double (2) time rate. All time worked or paid for shall be subject to contributions to all Trust Funds contained in this Agreement.

C. When employees covered by this Agreement are eligible to receive overtime pay and subsistence under the provisions of this Agreement, they shall receive the same overtime pay and subsistence as the craft with which they are working if such provisions of that craft's agreement are more advantageous to the employee.

D. All time, including overtime, shall be reckoned on the one-half ($\frac{1}{2}$) hour.

E. Rest Periods:

1. Employees shall have a rest period of not less than six (6) hours between the end of any overtime period and the beginning of another straight-time shift. 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.

2. Effective July 1, 2020, employees shall have a rest period of not less than seven (7) hours between the end of any overtime period and the beginning of another

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

3. Effective July 1, 2021, employees shall have a rest period of not less than eight (8) hours between the end of any overtime period and the beginning of another straight-time shift. If employees do not receive the required eight (8) hours rest period, they shall be paid at the applicable overtime rate for each hour worked until they have received eight (8) hours rest off the job or project.

F. Meal Periods:

1. No employee shall be required to work more than five (5) hours consecutively without a minimum of one-half ($\frac{1}{2}$) hour meal period. If meal periods are worked, they shall be paid at double (2) time the straight hourly rate. Meal periods may be staggered to meet the job requirements.

2. When employees working under this agreement are required to work through the meal periods on Saturday, Sundays and/or Holidays, the employee shall receive an additional one-half ($\frac{1}{2}$) hour pay at the applicable wage rate for each meal period that is missed as defined in F.1 of this article.

G. Reporting Time and Minimum Pay:

1. The employee shall furnish the Employer with his current address and telephone number, if any. Any employee reporting for work at his 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:

a. He has been notified before the end of his last preceding shift not to report, or

b. The Employer has notified the employee, prior to leaving home, not to report; such notification to be given a minimum of two (2) hours before the regular starting time, or

c. The Employer has established a written policy and notified his employees that there will be no work in case of inclement weather. In such case, the employee shall not report to the job until called by the Employer.

2. All time required by the employees to meet the Department of Transportation Drug Testing and Pre-Trip Inspections shall be considered work time and all employees shall be paid in accordance with this Agreement.

3. An employee who reports for work and for whom work is provided, shall receive not less than four (4) hours pay.

4. Any employee who works more than four (4) hours in any one (1) day, including Saturday and Sunday, shall be compensated at the applicable hourly rate for actual time worked.

5. When the crane is left on the job to be worked on days following the first (1st) day, employees shall receive not less than eight (8) hours' pay at the applicable hourly rate unless the Employer is required to cease operations because of inclement weather (rain or wind only) and employees are not requested to remain on the job or project, employees shall receive not less than four (4) hours' pay at the applicable hourly rate. If more than four (4) hours are worked, employees shall receive not less than six (6) hours' pay at the applicable hourly rate. If more than six (6) hours are worked, employees shall receive not less than eight (8) hours' pay at the applicable hourly rate.

a. In instances where employees are not requested to remain on the job or project because of inclement weather as noted above, the Employer shall make every effort to provide work or make work available in order for the employees to receive a full day's pay (eight [8] hours) in accordance with Paragraph 4. The employee shall call the Employer's dispatcher immediately when shut down by wind or rain.

6. There will be no eight (8) hour minimum guarantee if only traveling, assembling, or preparing the crane. This applies to the first (1st) day on the job only. If the employee performs work for the customer on the first (1st) day and he has less than eight (8) hours worked, he shall immediately call the dispatcher for further work in order to qualify for the eight (8) hour guarantee as defined in Paragraph G-5 of this Article. On cranes where an extra workman is required to assemble booms, he shall be an employee covered by this Agreement.

7. Any employee who reports for work and who is either not qualified to perform the work or is unable to perform the work due to his own condition, shall not receive reporting time.

H. Special Rules:

1. When equipment is operated before or after shift or on Saturdays or Sundays and holidays, the employee operating such equipment during the regular shift shall work the overtime, except in cases of emergency, provided he was available for such work or call out by verified call. If the above provisions are not met, the employee regularly assigned to such equipment during the regular shift shall be compensated at the applicable overtime rate.

2. Any classification not shown herein shall take the Master Labor Agreement wage rates and working conditions in the area in which the work is performed. Employees covered by the terms of this Agreement may be utilized on a temporary basis to operate such equipment.

3. As determined by the Grievance Procedure, or by a court in the case of an Employer not a member of the Southern Nevada Crane Contractors Association, an Employer found using other than employees covered by Operating Engineers' Agreements shall immediately pay compensatory damages in the amount of one (1) day's pay (eight [8] hours) at the highest Journeyman base rate under this Agreement for each day the violation occurs, such damages to be made payable to the Operating Engineers' Health and Welfare Fund.

I. Payment of Wages:

1. All wages shall be paid by check or cash on the job on a designated weekly payday, and in no event shall the Employer withhold more than five (5) working days. 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. 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. The Employer shall have the payday on or before Friday of every week, provided that the employee's have submitted hours worked to the Employer on a day designated by the Employer. In the event a holiday falls during the week, the payroll may be Friday.

2. When employees are laid off or discharged, they must be paid all wages due at the time of 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, eight (8) hours per day, seven (7) days per week, until the time such payment has been made. An employee who quits shall be mailed his pay in full by certified mail to the last known address within seventy-two (72) hours or be paid prior to leaving the job or yard. In the event these stipulations are not met, he shall receive waiting time as noted above, unless the employee has given seventy-two (72) hours previous notice of his intention to quit, in which case the employee is entitled to his wages at time of quitting.

3. If an Employer pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Employer has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Employer shall be required to issue only Certified Checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued and shall reimburse the employee immediately by Certified Check for the insufficient fund check issued and for the bank charges assessed.

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 on that job during that day.

5. The Employer shall not discharge or discriminate against an employee under this Agreement because they filed a claim for workers' compensation benefits.

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

7. When the employee requests to use their personal cell phone for company business and the individual Employer approves such use, the individual Employer shall pay the employee Thirty Dollars (\$30.00) per month for such business use. Employees receiving cell phone reimbursement under this Section shall be required to download application program(s) directed by the individual Employer necessary for the performance of company directed work responsibilities. The individual Employer shall not track the employee during non-work time through the application program. Should the employee end employment with the individual Employer, the Individual Employer may pay the employee a pro-rated amount based on the number of days of the month prior to separation of employment.

8. Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service and the I-9 Form required by the U. S. Citizenship and Immigration Services, authorization for release of Driver Record information for employees who drive company vehicles, FMCSA records search authorization, Direct Deposit of paycheck forms, and acknowledgement of receipt of company property.

J. Safety:

1. All approved safety orders of the Nevada OSHA Industrial Safety Commission are incorporated herein and made a part of this Agreement. Special attention is emphasized on the use of boom-type equipment under or near high tension wires.

2. Heaters shall be provided as necessary on all truck crane type equipment when temperatures average forty degrees (40°) Fahrenheit or lower during the working hours, such heaters to be provided in both upper and lower cabs.

3. Air-conditioned cabs shall be provided on all cranes working in temperatures of one hundred degrees (100°) Fahrenheit or more. Such units to be provided in both upper and lower cabs. This shall apply to new cranes purchased after January 1, 1982, when available from the original manufacturer.

In addition to the above, all new cranes purchased after October 1, 2001, will be equipped with air-conditioning if available from the original manufacturer.

4. The Employer shall provide all safety gear if required.

5. Sanitary water cans shall be provided for by the Employer on all equipment. The water cans shall be maintained on a daily basis by the employees. Ice shall be made available upon request by the employees.

6. Adequate toilet facilities shall be provided at the Employer's yard.

7. In the event that an Employer receives a bona fide written request from the Employer's insurance carrier requiring employees to sign Safety Meeting attendance lists, employees covered by this Agreement shall sign an attendance list whenever they attend a Safety Meeting conducted by the Employer. Upon receipt of such a request from an Employer's insurance carrier, the Employer shall send a copy to the Union. The employees' signature will only signify that he was in attendance at a meeting.

K. 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 re-certification and not wishing to take the practical exam must provide a complete employment record of 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.

L. All maintenance and repair of equipment in the field, yards and shop, operated under the terms of this Agreement shall be performed by employees covered by this Agreement, except where bona fide agreements have existed in the past. It shall be the sole discretion of the Employer whether the crew or other qualified employees covered by this Agreement perform such work, except when regular employees are not qualified to perform specialty work.

M. Use of Employee's Vehicle:

1. Employees shall not be required or permitted to work out of or use their own vehicles for the transportation of employer materials or other conveyances to be used for work covered by this Agreement.

2. When required to use a personal vehicle for transportation, to escort or pilot cranes from yard to job, job to job, job to yard, or any time an employee's vehicle is used for transportation, the employee shall be compensated at the rate of sixty cents (60¢) per mile.

3. The use of the employee's vehicle shall be completely voluntary on the part of the employee. Any employee who is furnishing his own vehicle under this clause and desires to discontinue the practice, shall give the Employer reasonable advance notice of his desire, but not less than one (1) week.

a. It is the intent of the parties, that remedies fashioned under the grievance procedure (Article XVI) of this Agreement for violation of the provision shall include reasonable compensation for the use of the vehicle and the Joint Adjustment Board or arbitrator shall, in addition thereto, assess monetary penalties for violations of this provision designed to discourage further violations and shall, in a subsequent case, deprive the violating contractor of the benefits of the grievance provisions (Article XVI) of this Agreement for additional violations of this paragraph.

4. The Employer shall furnish all transportation needed in the performance of the employees' duties.

**ARTICLE IV
Classifications and Wage Rates**

A. Minimum straight-time Rates of Pay:

<u>CLASSIFICATIONS</u>	INCREASE EFFECTIVE DATES		
	<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
	*\$5.00	*\$4.00	*\$4.00
	HOURLY WAGE RATES		
CRANES, PILEDRIVING AND HOISTING EQUIPMENT		*SS	***MS
GROUP I	\$ 54.03	\$ 54.53	\$ 55.03
GROUP II	54.17	54.67	55.17
GROUP III	54.39	54.89	55.39
GROUP IV	54.50	55.00	55.50
GROUP V	54.62	55.12	55.62
GROUP VI	54.79	55.29	55.79
GROUP VII	54.96	55.46	55.96
GROUP VIII	55.12	55.62	56.12
GROUP IX	55.80	56.30	56.80
GROUP X	55.96	56.46	56.96
GROUP XI	57.26	57.76	58.26
GROUP XII	58.01	58.51	59.01
GROUP XIII	56.96	57.46	57.96
GROUP XIV	57.80	58.30	58.80
GROUP XV	57.96	58.46	58.96
GROUP XVI	58.01	58.51	59.01
GROUP XVII	58.51	59.01	59.51
GROUP XVIII	58.96	59.46	59.96
GROUP XIX	60.54	61.04	61.54
GROUP XX	61.15	61.65	62.15
GROUP XXI	61.76	62.26	62.76
GROUP XXII	62.52	63.02	63.52
GROUP XXIII	62.98	63.48	63.98
GROUP XXIV	63.48	63.98	64.48

****Special Shift***Multi-Shift**

Effective July 1, 2022, the Crane Heavy Duty Repairman (Group XI), received an additional One Dollar (\$1.00) per hour which is included in their Hourly Wage Rate.

*The Union may elect at its option, upon at least sixty (60) days' written notice to allocate an increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Defined Contribution Plan (Annuity), (5) Vacation-Holiday and/or Supplemental Dues, (6) Joint Apprenticeship and Journeyman Retraining Trust, (7) Engineers Contract Compliance Committee and/or (8) P.A.C.

**SOUTHERN NEVADA
CRANES, PILEDIVING AND HOISTING EQUIPMENT
CLASSIFICATIONS**

GROUP I

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

GROUP II

Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

GROUP III

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

GROUP IV

Bridge Crane Operator
Bucket Truck 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/Man-lift Operator
Polar Gantry Crane Operator
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 requirements)
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
Derrick Barge Operator (up to and including 25 ton capacity, see Crew Size
Requirements)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton
capacity, see Crew Size Requirements)

Material Manipulator
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 tons 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 ton up to and including 200 ton MRC)

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)

GROUP XI

Crane Heavy Duty Repairman

GROUP XII

Crane Operator (up to 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 ton, see Crew Size Requirement)

GROUP XVI

Crane Operator (over 40 tons up to and including 79 tons M.R.C, see Crew Size Requirements)

GROUP XVII

Crane Operator (Including 80 tons up to and including 150 tons M.R.C, see Crew Size Requirements)
Volvo PL4809E Pipelayer (or similar type)

GROUP XVIII

Derrick Barge Operator (over 300 tons M.R.C., see Crew Size Requirements)
Helicopter Pilot
Hoist Operator, Stiff, Guy Derrick or similar type (over 300 ton, see Crew Size Requirements)
Tower Crane Operator (see Crew Size Requirements)

GROUP XIX

Crane Operator (over 150 tons up to and including 200 tons M.R.C, see Crew Size Requirements)

GROUP XX

Crane Operator (over 200 tons up to and including 250 tons M.R.C, see Crew Size Requirements)

GROUP XXI

Crane Operator (over 250 tons up to and including 300 tons M.R.C, see Crew Size Requirements)

GROUP XXII

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

GROUP XXIII

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

GROUP XXIV

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

APPRENTICESHIP WAGE RATES

Based on Group III rate of this Agreement

0000 - 1000 hours - Step I	@ 60%
1000 - 2000 hours - Step II	@ 65%
2000 - 3000 hours - Step III	@ 70%
3000 - 4000 hours - Step IV	@ 75%
4000 - 5000 hours - Step V	@ 80%
5000 - 6000 hours - Step VI	@ 90%

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

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.

<u>Number of Tower Cranes/Tower Gantry</u>	<u>Number of Operators</u>	<u>Number of Relief Operators</u>
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.

B. It is understood and agreed that an Engineer-Operator and Engineer-Oiler shall constitute an operating crew and shall be so identified on the equipment at all times and shall be paid not less than minimum rates of pay herein for all time the equipment is in operation, including oiling, greasing, fueling, and readying the equipment

for transporting, also, moving equipment under its own power from yard to job, job to job, job to yard, and all time employees are required to remain on job or in the yard by Employer or his agent.

1. The Engineer-Oiler shall be under the direct supervision of the Engineer-Operator.

2. An Engineer-Oiler shall not be required on wheel-type rough Terrain Cranes and Telescopic Boom Crawler Cranes up to and including 90 ton M.R.C. Cranes in excess of 90 ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for purposes of utilizing only one (1) Operating Engineer.

3. Wheel-type truck cranes of 75 ton or less M.R.C. shall be operated by an Operating Engineer. Cranes 75 ton and under M.R.C. shall be allowed to operate with one (1) Operating Engineer provided if any crane accessory truck is required or assistance is required to set-up the crane for operation, then such assistance shall be provided by an Operating Engineer covered by this Agreement and the Engineer-Oiler shall remain for the duration of the job. There shall be no de-rating of equipment.

4. If assistance is required by the Operator, another Operating Engineer will be employed..

C. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimums established herein, during any one (1) calendar day, the higher rate of pay shall apply on all time worked during that day.

D. Mobile Tower Crane:

The operating crew shall consist of two (2) Journeymen Engineer Operators. When erecting or dismantling mobile tower cranes, the operating crew and two (2) additional employees covered by this Agreement shall be used, except when erecting or dismantling is automatic, (Model 5400 G.C.I. or similar types).

E. When a crawler crane is configured with a luffing boom, working boom or similar attachment, the operating crew shall consist of two (2) Journeyman Engineer Operators.

When erecting or dismantling such booms or attachments, the operating crew and two (2) additional employees covered by this Agreement shall be used, except when erecting or dismantling is automatic.

F. Tools normally furnished by the employee which are worn out or broken on the job, shall be replaced by the Employer with tools of comparable quality. Evidence of tools worn out or broken on the job shall be furnished to the Employer before replacement can be made. Tool insurance shall be provided and the employee must submit complete inventory.

G. Parking:

The Employer shall provide, or pay for, parking facilities for employees where free parking is not available within three (3) blocks of the job. Where payment is applicable, payment shall be made to the Operating Engineer employee who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

ARTICLE V

Subsistence/Zone Pay Allowance

1. All cost associated with the use of Toll Roads, regardless of transportation, shall be paid by the Employer when Toll Roads are used. The pay will include to job and return.

2. 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

60 Miles and over– if the employee is required to stay overnight, the \$4.50 zone pay will not apply, but will be paid \$200/day subsistence pay.

ARTICLE VI Vacation

A. Beginning December 30, 1974, each employee who has completed one (1) year of continuous work after December 30, 1974, or after his anniversary date, whichever comes first, with an individual Employer under this Agreement, and during that year has worked at least twelve hundred (1200) hours, shall be entitled to one (1) week's vacation with pay for forty (40) hours at the employee's regular rate of pay.

B. Any employee who is laid off in excess of ten (10) consecutive working days, shall upon written demand receive prorated vacation pay for the period of service from the last anniversary date of hire to date laid off, provided he worked an average of one hundred (100) hours per month prior to date of layoff. If paid and then called back, a new anniversary year shall start. The above shall also apply when an employee quits.

C. Hours of vacation required to be paid under this Article VI shall not be subject to the obligations to pay fringe benefit contributions arising under Articles VII, VIII, IX, X, XI and XII of this Agreement. This provision shall not affect the obligation of the Employer to pay such contributions on all hours of employment worked or paid, except hours of vacation paid under this Article VI.

D. Vacations shall be taken at a time mutually agreed to between the Employer and the employee.

E. Employee referred to an Employer and assigned to equipment which is leased or rented to that Employer where the employee is on the lessee's or renter's payroll, all time worked shall be credited toward vacation under this Article VI, titled "Vacation."

ARTICLE VII Health and Welfare Plan

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

of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

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 conclusion 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 a 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 Paragraph B-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.

ARTICLE VIII

Pension

A. It is hereby agreed between the parties hereto that a pension fund has been established, known as the Operating Engineers Pension Trust.

B. The Employers shall pay into said Pension Trust, as designated in Appendix "A" of this Agreement. The Employers acknowledge receipt of a copy of the Agreement establishing the Operating Engineers Pension Trust dated December 13, 1960. Participation of the Employers in said Trust shall be for the duration of this Agreement and any renewal or extensions thereof or for the period workmen are employed under the terms of this Agreement.

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 IX
Defined Contribution Plan (Annuity)

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

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

ARTICLE X
Vacation-Holiday Fund

A. It is hereby agreed between the parties hereto that a vacation-holiday fund has been established, known as the Operating Engineers Vacation-Holiday Fund.

B. The Employers shall pay into said Vacation-Holiday Fund, as designated in Appendix "A" of this Agreement. The Employers acknowledge receipt of a copy of the Agreement establishing the Operating Engineers Vacation-Holiday Fund dated July 10, 1963.

C. The participation of the Employers in said Trust shall be for the duration of this Agreement and any extension or renewals thereof or for the period workmen are employed under the terms of this Agreement.

D. 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 XI

Joint Apprenticeship and Journeyman Retraining Fund

A. A joint apprenticeship and journeyman retraining fund known as the Southern Nevada Operating Engineers Apprenticeship and Journeyman Retraining Trust has been established by the Employers 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 Employers agree to abide by said Agreement and Declaration of Trust and, further, to make contributions in the amount designated in Appendix "A" of this Agreement for each hour worked or paid each employee under this Agreement.

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

Supplemental Dues

A. Subject to the following conditions, the Employers agree 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 allocated as Supplemental Dues held by the Trustees on his behalf the sum designated in Appendix "A" for each hour of his 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 Employers and Union agree to amend the Agreement and Declaration of Trust of the Operating Engineers Vacation-Holiday Trust for the purpose of authorizing, allocating and distributing the foregoing sums. The provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

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

ARTICLE XIII

Contract Administration/Promotion Fund

Each Employer covered by this Agreement shall pay into a Contract Administration/Promotion Fund, the sum of twelve (12¢) cents per hour for all hours worked.

This Fund has been established by the Employers party to this Agreement to administer the contract and to promote stabilization in the Truck Crane Industry.

ARTICLE XIV

ENGINEERS CONTRACT COMPLIANCE (ECCC)

Effective July 1, 2007, the Contractor shall make contributions in the amount of seventeen cents (17¢) per hour 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 12. The purpose of the ECCC shall be to improve job security and organizational effectiveness, and involve workers in decisions affecting their jobs.

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.

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.

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 XV

Trust Funds and Delinquencies

A. Trust Funds:

Trust Funds named in this Agreement have been established and subsequently amended by the Employer and the Union. The Employers 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 the Fund articles in 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 an Employer 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 delinquencies to the Employer. If the Employer 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 Employer until satisfactory resolution of the delinquency dispute between the Trustees and the Employer.

2. The respective Trustees of the Trust Funds shall furnish a list of delinquent Employers each week to the Employer Group 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 Employers 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 Employer agrees that it shall not subcontract any portion of his job to any such listed delinquent Employer. The Employer 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 Employer subcontracts to any such delinquent Employer in violation of the foregoing, the Employer 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 Paragraph 2 shall be enforceable only through a lawsuit.

3. In the event the Employer 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 Employer shall be liable to the Trustees of the Trust Funds for all accrued delinquencies of the delinquent Subcontractor. Further, the Employer shall withhold sufficient funds from monies due or to become due each Subcontractor and shall pay the sums over to the Trust Funds. Should the Employer subcontract to a Subcontractor who becomes delinquent and is named on the delinquent list after executing a subcontractor document, the Employer 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 Employer, the Employer shall be liable for all delinquencies incurred on the Employer's jobs or projects. The Employer shall remove the Subcontractor who fails to correct his delinquency within five (5) working days after notification of such delinquency. If the Employer fails to remove such Subcontractor in accordance with this paragraph, the Employer 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 Employer records to determine the appropriate contributions and shall have specific authority to examine Employer's Federal W-2 Forms and 1099 Forms and their Quarterly State Tax Returns. In addition, Cash Disbursement Records, individual time cards, individual payroll records, State of California DE-3 Returns, 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 Employer 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 Employer shall pay all attorney fees, audit costs, interest and other costs incurred in connection therewith. In the event an Employer 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 Employer.

6. The Employer has a duty to report to the Trust Funds as required by this Agreement. The Employer 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 Employer shall furnish such records for audit by the Trust Fund representative upon written request. The Employer and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Employer, but the Trust Funds otherwise have no way of knowing the full extent of the Employer's obligation, since the records showing the related employment are in the possession and control of the Employer. In order to minimize the need for and frequency of such audits, the Employer agrees that the Trustees and the Union place trust and confidence in the Employer to report and pay contributions properly. For these reasons, if an audit by the Trust Funds discovers that the Employer has failed to report and pay properly as required

by this Agreement, the Trust Fund's right to sue for the Employer's failure to pay shall begin to run from the date of the audit in which the delinquent amounts are discovered.

7. Each individual Employer 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 Employer.

8. If an employee of the Employer 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 Employer is obligated to pay contributions to each of the Operating Engineer 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 Employer. 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 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 Employer, provided that the Employer has executed and has fully complied with the terms of a Principal Shareholder Program Participation Agreement with the Operating Engineer Trusts covering such employee(s) for the term of employment involved.

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

9. Any disputes between the parties concerning the performance of obligations to the Trust Funds are not subject to Article XVI of this Agreement. The Trustees of the Trust Funds are not regarded as parties to this Agreement and are not obligated by this Agreement to arbitrate any of their rights under this Agreement.

ARTICLE XVI
Grievances
Business Representatives and Job Stewards

A. The Business Representative of the Union shall have access to the jobs during working hours for the purpose of performing his assigned duties.

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

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

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

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

2. Work with the Employer'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 Employer's designated representative any employee covered by this Agreement who works for less than the overtime rate or who goes to work without a job referral.

4. Report to the Employer's designated representative any work belonging to the Operating Engineers being done by non-dispatched workmen or by workmen of another craft.

5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Employer'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 Steward prior notice.

8. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Employer'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 Employer's work for any reason.

(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.

E. There is hereby established a Joint Adjustment Board, to be composed of three (3) representatives from the Southern Nevada Crane Contractors Association and

three (3) representatives from the Union. The Joint Adjustment Board shall have authority to make such procedures consistent with the terms of this Agreement as necessary for the conduct of the Board's hearings. This Board shall have authority to perform the functions set forth herein, except that they shall not have authority to make decisions which would add to, alter, vary or modify any of the terms or provisions of this Agreement. Each of the parties hereto, shall, within ten (10) days after the execution of this Agreement, appoint its representatives and at once notify the other party, in writing, of the name and business address of each representative appointed. They shall meet within ten (10) days and select a Chairman and a Secretary, and thereafter the Board shall meet at the call of the Chairman.

F. In cases of violation, misunderstanding or difference in interpretation of this Agreement by either party, there shall be no stoppage of work. No dispute or grievance shall be recognized unless called to the attention of the Southern Nevada Crane Contractors Association, and the Union, in writing, within thirty (30) days' after the alleged violation has occurred. Both parties pledge their immediate cooperation to reach a mutually satisfactory settlement of the above, in accordance with the following procedures:

1. If the aggrieved employee or the Steward fails to effect a settlement of a grievance or dispute with the Employer, or his agent, same shall be reported to the Business Representative of the Union, who will immediately attempt to adjust same with the Employer or his agent.

2. In the event no mutual settlement can be reached under the above step within two (2) working days, then the same shall be referred by the Union to the Labor Relations Department of the Group for settlement. If a settlement is reached, same shall be final and binding upon both parties hereto. It shall be paid by the end of the second (2nd) pay period based on the date of settlement, just as if work had occurred. If not paid within said period, Article XV, Paragraphs E, F-1, 2 and 3 shall not apply.

3. If no settlement can be reached within two (2) working days, then the same shall be referred to the Joint Adjustment Board referred to above. The Joint Adjustment Board shall meet and act upon such matters referred to it within three (3) working days and a decision shall be rendered within three (3) working days after the Joint Adjustment Board meets. In the event no decision can be reached within three (3) working days, they shall, within two (2) working days select a seventh (7th) person to act as Impartial Chairman. In case no mutual agreement on the selection of the Impartial Chairman can be reached by the Board, then they shall immediately request the American

Arbitration Association to furnish the names of five (5) persons qualified to act as Impartial Chairman. When said list has been presented to the Joint Adjustment Board, the Board shall meet and each shall have the choice of rejecting two (2) names of the five (5) persons listed. The remaining or fifth (5th) person shall be selected as Impartial Chairman. The Joint Adjustment Board and the Impartial Chairman shall meet within two (2) working days and render a decision within five (5) working days thereafter. The time limitations may be waived by mutual agreement between the Southern Nevada Crane Contractors Association and the Union. Any and all decisions made by either the regularly constituted Joint Adjustment Board or the Joint Board and Impartial Chairman, shall be final and binding upon both parties to this Agreement.

G. All expenses incurred and approved by the Joint Adjustment Board, excluding the fees and expenses of the Impartial Chairman, necessary for the consideration and decision of grievances and disputes submitted to it, shall be borne equally between the Union and the Employer. The Impartial Chairman's fee shall be paid for by the losing party.

ARTICLE XVII
Term of Agreement

This Agreement shall be effective July 1, 2022, and remain in full force and effect to June 30, 2025, and from year to year thereafter, unless either party gives sixty (60) days' written notice to the other prior to any annual expiration date, of its desire to terminate, amend or modify this Agreement. 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.

APPENDIX "A"
Contributions Payable to Trust Funds

	<u>EFFECTIVE DATES</u>			
	<u>7-01-21</u>	<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
Health and Welfare Plan (Article VII)	\$11.95	\$12.45		
Pension Trust (Article VIII)	\$9.65	\$9.65		
Defined Contribution Plan (Annuity) (Article IX)	\$3.50	\$5.50		
Vacation-Holiday Fund (Article X)	\$1.65	\$1.65		
Joint Apprenticeship and Journeyman Retraining Fund (Article XI)	\$0.90	\$0.90		
Supplemental Dues (Article XII)	\$1.40	\$1.65		
Contract Administration/Promotion Fund (Article XIII)	\$0.12	\$0.12		
Engineers Contract Compliance Committee Fund (ECCC) (Article XIV)	\$0.17	\$0.17		

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 Agreement.

It is further understood that the contributions to the Joint Apprenticeship Training Trust may be raised to a maximum of five cents (05¢) per hour at the recommendation of the Trustees of the Joint Apprentice Training Trust.

The Contractors 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

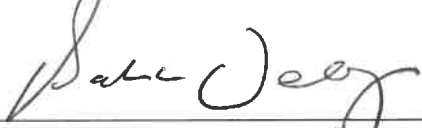
This One Dollar (\$1.00) per hour increase is over and above the existing contribution rate of Four Dollars and five cents (\$4.05) per hour.

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.

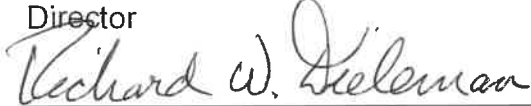
It is further agreed that in the event there is insufficient margin existing in the Pension Fund to increase the benefits as noted herein, the Union shall have the option of allocating a portion of their negotiated increase to pay for the increase, or foregoing the increase, however, the margin that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

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

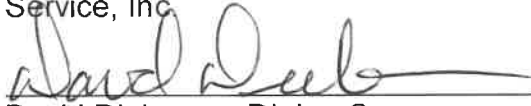
**SOUTHERN NEVADA CRANE
CONTRACTORS ASSOCIATION**



Patrick Velasquez, Labor Relations
Director



Richard Dieleman, Dielco Crane
Service, Inc.



David Dieleman, Dielco Crane
Service, Inc.

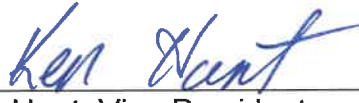
**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 12**



Ronald J. Sikorski, Business Manager



David Garbarino, President



Ken Hunt, Vice President



Shawn Kinsey, Recording-Corres. Secy.



David Sikorski, Financial Secretary



Perry Hawkins III, Treasurer

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

Ronald J. Sikorski

David Garbarino

Shawn Kinsey

David Sikorski

Nick DiFranco

Deon Neal

**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

<u>Mileage</u>	
0-45	Free Zone
45-60	\$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 Two Hundred (\$200.00) 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.

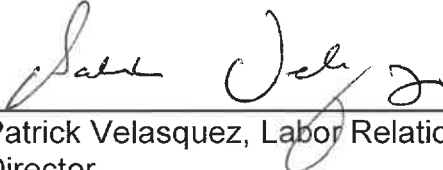
8. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

**LETTER OF UNDERSTANDING
HIRING**

The Employer shall not discriminate on the basis of an employee's vaccination status; provided, however, that customer requirements or jobsite access requiring vaccinated employees shall be recognized by the Union and the individual Employer and shall not be used as a basis for a claim of discrimination by an employee or applicant for employment.

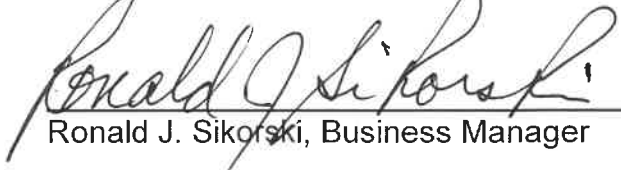
This Letter of Understanding will be in effect through June 30, 2025.

**SOUTHERN NEVADA CRANE
CONTRACTORS ASSOCIATION**



Patrick Velasquez, Labor Relations
Director

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



Ronald J. Sikorski, Business Manager