



DAVID K. SIKORSKI
Business Manager

INTERNATIONAL UNION OF
OPERATING ENGINEERS

January 16, 2023

UPS GROUND

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

RE: SOUTHERN NEVADA SURVEY AGREEMENT/2023-2025

Dear Mr. Velasquez:

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

Very truly yours,

David K. Sikorski, Business Manager
I. U. O. E., Local Union No. 12

By: Perry Hawkins III, Financial Secretary
I. U. O. E., Local Union No. 12

DKS:PH:mr
Enclosure
cc: Agreement Department

**FIELD SURVEY AGREEMENT
FOR
SOUTHERN NEVADA**

This Agreement, made and entered into this 1st day of January, 2023, between Nevada Contractors Association (NCA), signatory hereto, hereinafter referred to as the "Employer Representative", and the International Union of Operating Engineers, Local Union No. 12, and its subdivisions, affiliated with the AFL-CIO, hereinafter referred to as the "Union".

The term "Employers" as used herein, shall refer to the Nevada Contractors Association for its members who have authorized, through power-of-attorney, such representation. A list of such authorizations from the above mentioned contractors association, certified by an authorized person is to be forwarded to the Union without delay at the signing of this agreement for present members and your 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 "Employer(s)" shall refer to a person, firm, limited liability company, or corporation, party to this agreement.

The term "Employee(s)", as used herein, shall refer to the employed person(s), excluding self-employed persons.

WITNESSETH:

WHEREAS, the Employer is engaged, as a part of his business, in land surveying work in Southern Nevada, and

WHEREAS, in the performance of his present and future operations, the Employer will utilize members of the Union, and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment, and working conditions for the members of the Union employed by the Employer, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstanding, disputes or grievances between the parties hereto to the end that the Employer is assured continuity of operation and the members of the Union are assured continuity of employment and industrial peace is maintained and the business of the industry efficiently increased,

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be interdependent, it is hereby agreed:

ARTICLE I
Coverage

This agreement shall apply to Civil Engineering and Land Surveying work including global positioning systems, 3D Scanner (including vehicular mobile scanners), Drones, Ground Penetrating Radar performed by the Employers covered by this Agreement in the following Southern Nevada Counties: Clark, Esmeralda, Lincoln and Nye.

ARTICLE II
Recognition

The Employer hereby recognizes the Union as the sole and exclusive Collective Bargaining Representative for all workmen in the classifications specified in Article XIV of this agreement, and all other workmen are specifically excluded from coverage by this Agreement.

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.

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 V and Article VI 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 Survey Industry except that he may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days' written notice, provided to the Union and shall be effective only upon receipt at the Union's main office addressed to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103 prior to September 30, 2025, (or September 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.

ARTICLE III
Management Rights

Any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, delegated or modified by this Agreement.

ARTICLE IV
Hiring Procedure

A. In the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions shall govern.

1. The Union shall establish and maintain open and nondiscriminatory 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.

The Employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of race, religion, color, sex, national origin or ancestry and hereby declare their respect and support of such laws.

This shall apply to hiring, placement for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination or application for admission to Union membership.

2. The Employer shall first call the Dispatch Office (as hereinafter referred to) for such men 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 directly in accordance with the provisions of the Article.

3. It shall be the responsibility of the Employer when ordering men to give the Union all the pertinent information regarding the workman's employment.

4. The Dispatch Office will furnish in accordance with the request of the Employer each such qualified and competent workmen from among those entered on said lists to the Employer by use of written referral in the following order of preference and selection of workmen for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by the Union membership, by-laws, rules,

regulations, constitutional provisions or any other aspect or obligation of Union membership policies or requirements.

The Employer recognizes that there are various rates of pay within the classifications of (1) Apprentice, (2) Chainmen, and (3) Chiefs of Party. In each classification that an employee is working, the employee shall be paid in the highest classification that he has been evaluated in by the Southern Nevada Operating Engineers Journeyman and Apprentice Training Committee for the work they are performing.

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

B. Hiring Additional Employees:

1. In hiring additional employees with the exception of Professional Civil Engineers or Professional Land Surveyors, the individual Employer shall have entire freedom to select the particular individuals whom he desires to employ provided they are on the Union's out-of-work list, subject to the provisions of Section C of this Article.

As of January 1, 2008, all workmen must have been evaluated and qualified by the Southern Nevada Operating Engineers Journeyman and Apprentice Training Committee. Workmen employed under the forty-eight (48) hour clause shall be evaluated by the Committee within (3) months of employment.

Any workmen re-classified by the Southern Nevada Operating Engineers Journeyman and Apprentice Training Committee shall be required to complete all directives of the Committee. This may include but not be limited to changing classification, and successfully completing classes to upgrade one's skill level.

All members initiated prior to January 1, 2008, classified as a Surveyor with the International Union of Operating Engineers, Local Union No. 12, will be exempt from being evaluated by the Southern Nevada Operating Engineers Journeyman and Apprentice Training Committee.

2. The Employer may employ College Civil Engineering and/or Land surveying Students for summer work provide they present satisfactory evidence of their enrollment in college as a student prior to being dispatched. They shall not be used to supplant member of any survey party. They shall be re-dispatched each time they leave for college and subsequently return to covered employment.

3. An Employer who is found under the provisions of this Agreement to have hired workmen in violation of this Agreement shall immediately pay compensatory

damages in the amount of One Hundred and Seventy-Five Dollars (\$175.00) for each day or portion thereof the violation occurred, such damages to be made payable to the International Union of Operating Engineers, Local Union No. 12 and the Employer shall immediately order another workman from the Union's out-of-work list.

4. The Employer retains the right to reject any applicant for employment. Whenever the Employer rejects an applicant for employment or discharges a workman (as distinguished from layoff), he shall furnish a written notification of this fact to the Joint Apprenticeship Committee and a copy to the Union. If the reason for rejection or discharge was lack of technical qualifications, the Employer shall specify in what respects the workman is not qualified.

5. Should any dispute arise concerning the rights of the Employer, the Union, employees or applicants for employment under this Article IV, the dispute shall be submitted to and settled by the procedure specified in Article VI of this Agreement. Decisions reached under this grievance procedure shall be final and binding on the Employer, Union, Employees or applicants for employment.

C. The Employer shall have entire freedom of selectivity in hiring and discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against any workman, nor shall any employee be discharged by reason of any Union activity not interfering with the proper performance of his work. The Employer shall be the sole judge of the competency of his employees. In the event of a discharge, a report shall be filed in accordance with B-3 of this Article.

D. To ensure efficiency of the Survey Industry and to utilize the expertise of office employees of the employer in titles of Nevada Registered Civil Engineers (P.E.), Nevada Licensed Land Surveyor (P.L.S.) and Nevada Land Surveyors in Training (L.S.I.T.), Bachelor of Science Degree, Associate of Science Degree, Full-time Design Engineers and Survey Analysis and to further the training of field employees in the Employer's Office of procedures pertaining to Civil Engineering and Land Surveying, the Union and the Employer agree to an exchange of office personnel and field personnel, subject to the following conditions.

1. This exchange shall be limited to office employees who have passed the examinations required by the State of Nevada for the titles of "P.E.", "P.L.S.", "L.S.I.T.", or Bachelor of Science Degree, Associated of Science Degree or a full-time Design Engineer and Survey Analysis and field employees who are working in classification covered by the Agreement.

2. The exchange shall be on a one-to-one basis, and at all times when an office employee is working in the field, a field employee shall be working in the office of the Employer.

3. The Employer agrees that he shall notify the Union at its principal office, Shadow Lane, Las Vegas, Nevada, in writing, of the names and social security numbers of the employees whom he intends to exchange during the exchange training period.

4. The Employer agrees to furnish proof to the Union that the office employee selected by the Employer to work in the field, has met all the requirements of Section B, Paragraph 1 of the Article.

5. No employee covered by the Agreement shall suffer any reduction in Wages, contributions to Trust Funds, Vacation, or Holidays due to the implementation of the exchange program.

6. No office employee shall obtain preference status under Article IV, Section B, of this Agreement by virtue of working on a field survey crew.

ARTICLE V

Strikes, Lockouts and Jurisdictional Disputes

A. It is the purpose and intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedure set forth in Article VI hereof and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown or stoppage of the work of the Employer and during the term of this Agreement, the Employer shall not cause or permit any lockout of the members of the Union.

B. The Union agrees that there shall be no strikes, slowdowns or stoppage of work occasioned by jurisdictional disputes and all workmen covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations affiliated with the AFL-CIO without regard to past, present or future disputes based on jurisdictional claims.

ARTICLE VI

Grievance Procedure

A. In the event a grievance or dispute should arise during the term of this Agreement between the Employer and an employee covered by this Agreement, a representative of the Union, if requested by the employee, and the employer, or his representative, shall immediately meet to attempt settlement of said grievance or dispute. In the event no settlement is possible between these two (2) parties, said grievance or dispute shall be referred for settlement of an impartial arbitrator who is mutually acceptable to both parties.

B. In cases of violation, misunderstanding, or difference in interpretation or application of this Agreement by either party, there shall be no cessation or stoppage of

work. Both parties pledge their immediate cooperation to reach a mutually satisfactory settlement of the above, in accordance with the following procedure.

1. All grievances must be brought to the attention of the Employer and/or the Union within ten (10) working days of the occurrence giving rise to the grievance or dispute, and in any event no retroactive adjustment, if required, shall exceed thirty (30) calendar days from the date the grievance is brought to the attention of the Employer. These time limits do not apply to any grievance concerning the payment of contributions to Health and Welfare, Pension or Apprenticeship Trusts.

2. 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 work.

3. The Union shall have the right to appoint Stewards. The Shop Steward shall be a working employee of the Employer. The Union shall notify the Employer in writing of the appointment of a shop Steward.

The Shop Steward duties are to promote harmony between the Union and the Employer and to work with the Employer or his designated representative to resolve disputes prior to the application of the Grievance Procedure. All Factors being equal, the designated shop steward shall remain as a working employee as long there is work available in a classification the he is qualified to perform.

The Shop Steward shall not;

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

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

4. In the event the Steward is off work for an extended period of time due to injury or illness and returns to work, the Employer 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.

ARTICLE VII

Existing or Other Agreements

All labor agreements between the Employer and the Union covering the type of work covered by this Agreement are automatically cancelled and superseded by this Agreement when properly executed.

The Employer shall not be required to pay higher wages and shall not be subject to less favorable working conditions than those applicable to other Employers employing workmen covered by another agreement to which the Union is a party in a particular County or Counties within the area defined by Article I of this Agreement. The Employer shall have the option of adopting all of the wages, fringe benefits, classifications, and working rules contained in such other agreement for work performed on projects within the area of such other agreement in lieu of those contained in this Agreement. All other provisions of this Agreement shall remain in effect if the Employer exercises the option provided in this Section.

ARTICLE VIII

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 adoption or amendment of any provision of its Articles of Incorporation, Constitution or By-Laws, or by contract, or by 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 the organization for which he 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 signatories purport to represent.

B. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein that any provisions in the working rules of the Union with reference to the relations between the Employer and their employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work hereunder.

C. A party to this Agreement shall not cancel this Agreement because of a claimed breach thereof or 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 other party for redress or correction. Nothing contained in this Section shall be deemed to limit the rights of either part of this Agreement in any action they may take against the other if it has failed, neglected, or refused to comply with or execute any settlement or decision reached through arbitration under the provisions of Article VI hereof.

ARTICLE IX
Sub-Employers

It is agreed, for the term of this Agreement, that should the Employer sublet any part or portion of work covered by this Agreement to any Sub-Employer, the Sub-Employer shall be required to become signatory to an Agreement with the Union covering survey work (including) global positioning systems, 3D Scanner (including vehicular mobile scanners), Drones, Ground Penetrating Radar, excluding technical advisors or suppliers of equipment and airborne surveying systems, performed by the subcontractor.

ARTICLE X
Working Rules

A. Except as provided in Section J of this Article, eight (8) consecutive hours, exclusive of lunch period, between 5:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours, Monday 5:00 A.M. through Friday 5:00 P.M., shall constitute a week's work. The first three (3) hours outside there 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 eleven (11) hours shall be at time and one-half (1½) and all additional hours at double (2) time. Sundays shall be at double (2) time. Holidays shall be at double (2) time.

B. 1. Where it is necessary to work two (2) shifts, the Employer may regulate the starting time of the two-shift operation to permit the maximum utilization of daylight hours and each shift shall work seven and one-half (7½) consecutive hours, exclusive of lunch period, for which employees on each shift shall receive eight (8) hours pay of straight-time rates, Mondays through Fridays.

2. On the three-shift operations, if the Employer elects to work the day shift between 8:00 A.M. and 5:00 P.M., that shift shall work eight (8) consecutive hours, exclusive of lunch period, and other shifts shall work seven (7) consecutive hours, exclusive of lunch period, for which employees on each shift shall receive eight (8) hours pay at straight time rates, Mondays through Fridays.

C. It is agreed that the starting and quitting times set forth in Sections A and B of this Article may be changed to meet special circumstances or conditions by mutual consent in writing by the parties hereto. In the event mutual consent is not given, the request shall be subject to the provisions of Article VI of this Agreement.

D. 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.

E. Employees shall not work more than five (5) consecutive hours without a one-half ($\frac{1}{2}$) hour meal period. When employees are required or directed by the Employer to work over five (5) hours without being provided with a one-half ($\frac{1}{2}$) hour meal period, they shall receive one-half ($\frac{1}{2}$) hour pay at the double (2) time rate. When an employee is required to work overtime for more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide an additional meal period at that time, and each five (5) hours thereafter and the employee shall have sufficient time to eat the meal without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half ($\frac{1}{2}$) hour at the double (2) time rate.

F. All wages must be paid on a designated weekly, bi-weekly or semi-monthly payday with a maximum hold back of seven (7) days. In the event the Employer elects to change the designated payday, the Employer will give thirty (30) days notice to his employees prior to such change. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge, in accordance with the provisions of the Nevada Revised Statutes. 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. 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 work day, seven (7) days per week until the time such payment has been made, for a maximum of thirty (30) days.

G. Whenever the Employer authorizes an employee to use his personal automobile to haul material, equipment, and/or men, the employee shall be reimbursed as follows: (current IRS rate) per mile, with a minimum payment of Fifty Dollars (\$50.00), said mileage to be computed to and from the office of the Employer on a daily basis. It is understood and agreed that no employee shall be required to use his personal automobile to haul material, equipment and/or men. It shall be completely voluntary on the part of the employee. Any employee who is now furnishing his automobile 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. When an employee uses his personal vehicle in accordance with this paragraph, the Employer shall provide adequate liability insurance and shall show proof to the employees affected, upon demand.

H. Employers shall furnish all equipment used by the employees in their normal duties, except pouch and belt, hand level and scabbard, plumb bob, gammon reel and scabbard, engineering hand tape and refills, and pocket scales. Employees shall be responsible for the loss of or damage to equipment furnished by the Employer while in the Employee's possession and which loss or damage is due to the employee's

carelessness or negligence. Carelessness or negligence shall be determined in accordance with Article VI. Wages earned by an employee shall not be withheld during adjudication of a claim arising under this Section.

I. Each survey party shall have a Chief of Party at the rate of pay stipulated under this Agreement, unless this function is being performed by any Professional Engineer or Professional Land Surveyor. Any registered or licensed employee owning twenty-five percent (25%) or more of the business shall be permitted to perform work under this Agreement.

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

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

J. On remote jobs where the Employer requires the employees to remain away from their permanent place of residence over night, they shall be provided;

1. Suitable room without cost on a seven (7) day per week basis, and

2. Effective with the execution of this Agreement, Sixty-Four Dollars (\$64.00) per working day or portion thereof. If this alternative is adopted, the Employer shall have the option of paying on a seven (7) day per week basis or providing free transportation and travel time to and from remote job area on non-working days.

3. In addition, employees shall be provided free transportation or common-carrier fare, or (current IRS rate) per mile if their own car is used, plus travel time at the designated hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period. Transportation and travel time is to be paid at the beginning and end of the job. If the Employer elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

4. Where it is mutually agreed between the Employer and the employees involved to work more than eleven (11) hours per day, or to work on Saturdays, the overtime rate shall be one and one-half (1½) times. On Sundays and holidays, the overtime rate shall be two (2) times the basic rate. If no agreement is reached, Article X, Section A shall apply.

K. 1. Where employees are required to report to the Employer's office before going to work and after work, their time will start and end at the Employer's office. However, time spent traveling from the Employer's office to the first jobsite of the day and time spent traveling from the last jobsite of the day to the Employers' office shall be

designated as travel time. Such travel time will be paid at the rate specified in section K, Paragraph 4 below and not in accordance with the Article XIV - Wage Rates.

2. Where employees are not required to report to the Employer's office, they shall receive travel time paid at the rate specified in Section K, Paragraph 4 below from the Employers office to the first jobsite of the day. In addition, they shall receive travel time from the last jobsite of the day to the Employer's office in excess of one-half ($\frac{1}{2}$) hour per day. Such travel time shall be paid at the rate specified in Section K, Paragraph 4 below.

3. The Employer's office, as used herein, shall mean either the Employer's principal office or a bona fide field office. A bona fide field office is defined as a permanent structure or a suitable mobile office (either a home type or office rental type). It shall have the following reasonable facilities; sanitary, lights, air-conditioning, water and a telephone. Telephone will not be required, if not available.

In addition;

(a) Union to be notified seven (7) days prior to the establishment of said office, and the Union to be provided with the permanent street address of said office.

(b) Employees shall be paid at the office of the Employer they were dispatched from on payday.

(c) The office the employee will report to for job assignments will be the office that is indicated on the Introduction Slip issued by the Union under Article IV, Section A, Paragraph 4.

4. Travel time required to be paid herein may be included in the regular day's pay, but shall be designated as such on the paycheck stub, provided total time, including travel time, shall exceed eight (8) hours in any one (1) day. Travel time shall be at two-thirds ($\frac{2}{3}$) the straight-time rate at time and one-half ($1\frac{1}{2}$) and shall be computed from the Employer's office to the jobsite, if a job is in a different county than the employers main office, and the employer establishes a bona fide field office, travel time shall be computed from the bona fide field office.

(a) If an employee elects to leave work early for personal reasons, they shall receive actual time worked and contributions required by Articles XV, XVI, XVII, XVIII, XIX, and XX of this Agreement shall not be required on travel time within the eight (8) hour day.

5. Contributions required by Articles XV, XVI, XVII, XVIII and XIX of this Agreement are required on travel time within the normal eight (8) hour work day. Travel time prior to or after the normal eight (8) hour work day will not require these contributions.

ARTICLE XI
Disability Pay

An employee who becomes affiliated with a job connected disability shall receive the daily rate as established by the State of Nevada Compensation Insurance for each day he is so disabled, as verified by a doctor's certificate. This shall be limited to four (4) working days, unless the State of Nevada Compensation Insurance goes back and picks up coverage from the first day of disability. There shall not be any dual coverage.

ARTICLE XII
Holidays

A. The following days are recognized as holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day; and the first Saturday following the first Friday in the months of June and December.

1. No work shall be required on Labor Day or the first Saturday following the first Friday in the months of June and December, except in case of extreme emergency and then only to protect life and property. If an employee is required to work on Labor Day, or the first Saturday following the first Friday in the months of June and December, the employee shall receive three (3) times the straight-time hourly wage rate, and two (2) times the straight-time hourly wage rate for all other holidays listed above when worked.

B. If any of the holidays set forth in Section A of this Article should fall on Sunday, the Monday following shall be considered a legal holiday.

ARTICLE XIII
Vacations

After one (1) year of employment and each one (1) year thereafter, each employee shall be entitled to two (2) weeks time off without pay for a vacation. Vacations shall be scheduled by mutual consent of the Employer and employee.

ARTICLE XIV
Wage Rates

A. The following hourly wage rates shall apply to the following classifications on the dates shown on all work (excluding travel time) covered by the terms of this Agreement, subject to Section B below:

	<u>1-01-22</u>	<u>1-01-23</u>	<u>1-01-24</u>	<u>1-01-25</u>
		*\$5.00	*\$4.00	*\$4.00
Certified Chief of Party	\$49.23	\$52.43		
Chief of Party	47.90	51.10		
	<u>1-01-22</u>	<u>1-01-23</u>	<u>1-01-24</u>	<u>1-01-25</u>
		*\$5.00	*\$4.00	*\$4.00
Senior Chainman	\$43.37	\$46.57		
Chainman	40.97	44.17		
Apprentice -Step 8-80%	38.32	40.88		
Apprentice -Step 7-75%	35.93	38.33		
Apprentice -Step 6-70%	33.53	35.77		
Apprentice -Step 5-65%	31.14	33.22		
Apprentice -Step 4-60%	28.74	30.66		
Apprentice -Step 3-55%	26.35	28.11		
Apprentice -Step 2-50%	23.95	25.55		
Apprentice -Step 1-45%	19.16	23.00		

Future fringe benefits allocations will apply to the Chief of Party hourly wage rate, then all apprenticeship classifications percentages will be calculated on the Chief of Party Wage Rate.

B. *The Union shall have the option of distributing all or any portion of the above straight-time hourly wage rates to the Pension Trust Fund, the Health and Welfare Trust Fund, the Vacation-Holidays Trust Fund, the Apprenticeship Trust Fund or the Defined Contribution Plan (Annuity) Trust Fund. The Union will notify the Employer at least sixty (60) days prior to the effective date of the allocation to any trust fund contribution. In the absence of such notification, the straight-time hourly wage rate shall remain as reflected in Section A above.

C. A Certified Chief of Party is one who has been certified by the Joint Apprenticeship Committee and shall be entitled to the rate of pay for his classification only when he is working on the type of work for which he has been certified.

D. A Senior Chainman is defined as a workman who has completed the prescribed related instruction as required by the Surveyors Joint Apprenticeship

Committee, for Chief of party, and who has worked within the Group of Employers signatory to a Southern Nevada Survey Agreement for a period of six (6) years for a period of two (2) years after the completion of the Chief of Party Program.

E. There shall be an increase of fifty cents (50¢) per work hour throughout the day on all classifications and rates for all work performed in a tunnel. On hydrographic work performed on water for one (1) or more hours in any one (1) working day, there shall be an increase of twenty cents (20¢) per work hour for the entire day.

F. There shall be an increase of twenty-five cents (25¢) per work hour throughout the day on all classifications and rates for employees who are required by the Employer to work from a helicopter.

G. A Chief of Party supervising a total of two (2) crews or more in addition to his own crew shall receive Two Dollars (\$2.00) per work hour above his regular rate of pay.

ARTICLE XV

Health and Welfare Fund

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by certain employers and the Union by an Agreement and Declaration of Trust dated November 23, 1954. During the term of this Agreement, the Employer agrees to abide by said Agreement and Declaration of Trust.

The new Health and Welfare increase to One Thousand Four Hundred Ninety-Seven (\$1,497.00) per month for the Flat Rate and the new Hourly Rate of Twelve Dollars and forty-five cents (\$12.45) will become effective on January 1, 2023.

The Employer will submit to the Union and Health and Welfare Trust a list of employees who perform work covered by this Agreement, who the Employer will pay One Thousand Four Hundred Ninety-Seven (\$1,497.00) (or the amount as determined by the Trustees per month for Health & Welfare coverage). For all other employees covered by this Agreement, the Employer agrees to pay Twelve Dollars and forty-five cents (\$12.45) per hour for each hour worked or paid to the Health and Welfare Fund, travel time outside of the eight (8) hour day shall be excluded. The employer shall have the option of paying the flat rate or the Twelve Dollars and forty-five cents (\$12.45) per hour on all new employees, the Employer will submit the names of new employees within thirty (30) days that are put on the flat rate.

Upon termination of an employee on the "flat rate" list, the Employer will pay the flat rate through the end of the reporting period covering the last date of employment. If an employee who is on the flat rate list resigns, the Employer is not responsible to continue paying the flat rate for that employee through the end of the current reporting period. Instead, the Employer will have the option of paying Twelve Dollars and forty-five

cents (\$12.45) rate for the hours worked in that period or the flat rate. Travel time hours excluded.

If the Employer desires to change the flat rate list of employees, the employer shall give the Union and Health and Welfare Trust a thirty (30) day notice in writing of any change.

B. The participation of the Employer 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.

C. The Employer further agrees that he does irrevocably designate and appoint the persons mentioned in said Agreement and Declaration of Trust as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided in said Agreement and Declaration of Trust.

D. If found delinquent in the payments required by the foregoing parts of this Article, the Employer shall not be entitled to the benefits of Article V, and Sections A and B of Article VI, for and during the period of such delinquency.

Any increase in the cost of Health and Welfare benefits will come out of wages or the negotiated wage package. It is agreed that the formula used to compute the amount needed per hour, for the Health and Welfare Flat Rate will be the amount of increase per month, divided by one hundred seventy-three (173) hours per month.

ARTICLE XVI

Pension Fund

A. A pension fund known as the Operating Engineers Pension Trust has been established by certain Employers and the Union by an Agreement and Declaration of Trust dated December 13, 1960. During the term of this Agreement, the Employer agrees 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 per hour for each hour worked by (or Paid) each employee in a classification covered by this Agreement, excluding travel time, subject to possible increases as provided by Article XIV, Section B. Participation of the Employer 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 Employer further agrees that he does irrevocably designate and appoint the persons mentioned in said Agreement and Declaration of Trust as his attorneys-in-fact for the selection, removal and substitution of Trustees as provided in said Agreement and Declaration of Trust.

C. Hours worked or paid Apprentice 1 (first 999 hours) are excluded from the Pension contribution.

D. If found delinquent in the payments required for the foregoing parts of this Article, the Employer shall not be entitled to the benefits of Article V, and Sections A and B of Article VI, for and during the period of such delinquency.

ARTICLE XVII

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 XVIII

Vacation-Holiday Trust Fund

A. The Employer shall contribute the sum in the amount designated in Appendix "A" of this Agreement per hour for all hours worked or paid to employees in the classifications covered by this Agreement, excluding travel time to the Southern California Operating Engineers Vacation-Holiday Trust Fund.

B. A vacation-holiday fund known as the Southern California Operating Engineers Vacation-Holiday Savings Trust has been established by the Employers and the Union by an Agreement and Declaration of Trust dated the 10th day of July, 1963 and subsequently amended by the parties to that Agreement. The Employer agrees to abide by and be bound by said Agreement and Declaration of Trust, including such amendments as may be adopted from time-to-time by the parties hereto except that the Employer shall only be obligated to make payments to the Fund in the amount designated in this Agreement.

C. The participation of the Employer 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

D. The Employer further agrees that he does irrevocably designate and appoint the persons mentioned in said Agreement and Declaration of Trust as his

attorneys-in-fact for the selection, removal and substitution of Trustees as provided in said Agreement and Declaration of Trust.

ARTICLE XIX
Supplemental Dues

Subject to the following condition, the Employer agrees that they shall contribute the sum in the amount designated in Appendix "A" of this Agreement for each hour worked or paid each employee in a classification covered by this Agreement excluding travel time, as supplemental dues. Contribution shall be made to the Southern California Operating Engineers Vacation-Holiday Trust Fund. It is understood that these contributions are included in the Vacation-Holiday contributions total amount.

B. Said Supplemental Dues shall be transmitted monthly with respect to his employees covered by this Agreement to the Operating Engineers Vacation-Holiday Fund. All sums transmitted by Employers pursuant to the above provisions for which authorizations for each employee have not been timely obtained shall be deemed vacation contributions to the Vacation-Holiday and held by it for the account of the employee. The Union shall bear the entire responsibility for obtaining the written authorization. All costs, expenses, and fees incident to the receipt, administration, and remittance to the Union of the Supplemental Dues payments from the Employer's payments to the Vacation-Holiday fund shall be borne solely and entirely by the Union. This provision shall not reduce the obligation of the Employer to pay the full amount for holidays and vacation wages specified in this Agreement.

C. All written authorization 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 each of the Employers for whom he was employed and upon 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.

ARTICLE XX
Apprenticeship Program

A. The Employer shall make contributions in the amount designated in Appendix "A" of this Agreement per hour for each hour worked or paid, excluding travel time, for each employee in a classification covered by this Agreement. This contribution shall be paid into the Nevada Joint Apprenticeship Trust under the terms of the Trust Agreement dated October 14, 1964, and as subsequently amended. The funds of said trust are to be used solely and exclusively for the cost of operations of the Apprenticeship and Journeyman training Program and activities incidental to the qualification of field personnel. Said Trust shall be operated in accordance with all applicable laws.

B. If found delinquent in the payments required by the foregoing parts of this Article, the Employer shall not be entitled to the benefits of Article V, and Section A and B of Article VI, for and during the period of such delinquency.

C. The wage rates and classifications of Apprentices, as defined in the Collective Bargaining Agreement are restricted to those Employers certified by the Joint Apprenticeship Committee as eligible to train Apprentices.

D. The Employer agrees that when they have a total of Five (5) employees covered by a classification in this Agreement, one (1) of the employees shall be an Apprentice. The employer agrees employees thereafter. If an Employer is not in compliance with this provision as of the execution of this Agreement, this provision will not apply until, the first vacancy occurs on a crew of the Employer after the execution of this Agreement.

1. An employee may be indentured at any time during the year, however, if he is employed between the months of October and January, he must be indentured, enroll and regularly attend the prescribed related instruction classes beginning February 1st. If he is employed between the months of March and September inclusive, he must be indentured, enroll and regularly attend the prescribed related instruction classes beginning September 1st or as directed by the Joint Apprenticeship Committee as a condition of continuing employment.

2. The Apprenticeship Program shall have eight (8) steps as follows:

Apprentice 1	0 - 999 hours
Apprentice 2	1000 - 1999 hours
Apprentice 3	2000 - 2999 hours
Apprentice 4	3000 - 3999 hours
Apprentice 5	4000 - 4999 hours
Apprentice 6	5000 - 5999 hours
Apprentice 7	6000 - 6999 hours
Apprentice 8	7000 - 8000 hours

E. The Employer shall have the right, when hiring an apprentice, to call by name any apprentice who is then on the out-work list.

F. The Apprenticeship Committee shall have no authority to direct or order an apprentice employed by the Employer to terminate his employment with the Employer for the purpose of working for another Employer and shall have no authority to direct or order the Employer concerning which apprentice is to be hired.

G. The provisions of this Article shall supersede any conflicting provisions of the Apprenticeship Standards. Any provisions of the applicable Apprenticeship Standards in conflict with this Article shall not be effective against the Employer.

ARTICLE XXI
General Savings Clause

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

ARTICLE XXII
Audits

A. The Trustees through their administration may request an audit of the Employer's applicable payroll records only to determine if all monies due the Health and Welfare, Pension and Apprenticeship Trust Funds have been properly reported and paid. Such notice of an audit shall be in writing ten (10) days prior and complied with by the Employer within thirty (30) days after such notice. All audits shall be performed during normal business hours by a person(s) designated by the Trustees. Cost of an audit to be paid by the Fund unless underpayment of five percent (5%) or more is discovered. If due to honest mistake or clerical error, audit costs will be paid by Fund.

B. All signatory Employers found to be delinquent shall pay for legal and auditing costs in connection with such delinquency, plus liquidated damages in the amount of Twenty-Five Dollars (\$25.00) or ten percent (10%) of the total sum of the contributions, whichever is greater, to the Operating Engineers Health and Welfare Fund.

ARTICLE XXIII
Termination and Renewal

This Agreement shall be effective as of January 1, 2023, and shall remain in effect through the 30th day of September, 2025, and for additional periods of one (1) year thereafter unless sixty (60) days prior to September 30, 2025, or the end of any subsequent yearly period, either party shall give notice to the other of its desire to modify, amend and/or terminate, this Agreement. Notice to the Union shall be sent to the attention of the Business Manager and effective only upon receipt at the Union's main office at 150 Corson Street, Pasadena, California 91103. In the event notice is given of a desire to modify, amend and/or terminate, the parties shall negotiate and make every effort to reach an agreement prior to the anniversary date. In the event no agreement is reached prior to the anniversary date, either party may thereafter terminate this Agreement by the giving of an additional notice of intention to terminate fifteen (15) days hence and the parties shall continue to negotiate until agreement is reached or until the Agreement has been terminated on the date specified.

If the Local Union negotiates a lesser Agreement with the Employers in Southern Nevada, then the Employer may elect to adopt the lesser Agreement for the same term and renewal procedure.

APPENDIX "A"

<u>FRINGE BENEFIT CONTRIBUTIONS:</u>	<u>EFFECTIVE DATES</u>			
	<u>1-01-22</u>	<u>1-01-23</u>	<u>1-01-24</u>	<u>1-01-25</u>
Health & Welfare (Local 12, Flat Rate)	\$1,437.00	\$1,497.00		
Health & Welfare (Local 12, Hourly Rate) ...	11.95	12.45		
Pension (Local 12)	9.65	9.65		
Defined Contribution Plan (Annuity)	3.50	4.50		
Vacation-Holiday (\$2.15) and Supplemental Dues (\$1.70)	3.55	3.85		
Apprenticeship	0.90	0.90		

IN WITNESS WHEREOF the parties hereto have hereunto set their hands as seals
this 6th day of JAN, 2023.

NEVADA CONTRACTORS ASSOCIATION INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 12

Patrick Velasquez
Signature

David K. Sikorski
David K. Sikorski, Business Manager

PATRICK VELASQUEZ Director
Print Name Title

David Garbarino
David Garbarino, President

150 N. DURANGO DR.
Address

Ken Hunt
Ken Hunt, Vice President

LAS VEGAS NV 89145
City State Zip

Shawn Kinsey
Shawn Kinsey, Rec-Corres. Secretary

(702) 373-4215
Area Code Number

Perry Hawkins III
Perry Hawkins III, Financial Secretary

Robert J. Ninteman
Robert J. Ninteman, Treasurer

Business Representative

Business Representative

MEMORANDUM OF UNDERSTANDING

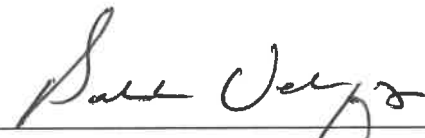
Whereas the parties recognize the critical need to protect signatory Professional Land Surveyors due to non-union competitiveness, infringement by other Unions and to protecting our jurisdictional covered work, as technological advancements impact Land Surveying within the construction industry.

The parties agree to address the competitiveness by non-union survey companies and jurisdictional infringement by other Union crafts. The parties agree and are committed to collaborating to determine scope, manning provisions, and economic guidelines for new and emerging technology, including, but not limited to, Robotic Total Stations, Data Collectors and Survey Grade GPS, 3D Scanner (including vehicular mobile scanners), Drones and Ground Penetrating Radar.

The parties hereby agree to form a joint Labor-Management committee to address Professional Land Surveying enforcement. The purpose of the committee is to ensure enforcement of existing NRS statues and the jurisdictional boundaries as it relates to the Principals of Professional Land Surveying. The joint Labor-Management committee shall meet no less than once per quarter of any given year that this Memorandum of Understanding (MOU) 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 September 30, 2025.

NEVADA CONTRACTORS ASSOCIATION INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12



Patrick Velasquez, Labor Relations Director



David K. Sikorski, Business Manager

Date: 1-6-2023

Date: 1-12-23

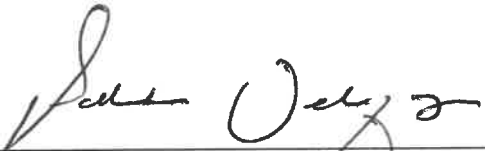
MEMORANDUM OF UNDERSTANDING

Whereas the parties recognize the critical need to recruit and train for Professional Land Surveyors, both agree to temporarily amend Article IV Hiring Procedure for a period of one (1) year pertaining to the five (5) to one (1) ratio. The ratio of two (2) to one (1) will be applicable, provided there are no journeyman on the out-of-work list.

After a period of one (1) year, the apprentice ratio will be re-evaluated by the Union and the Association.

This Memorandum of Understanding will be in effect until December 31, 2023.

**NEVADA CONTRACTORS ASSOCIATION INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL UNION NO. 12**



Patrick Velasquez, Labor Relations Director



David K. Sikorski, Business Manager

Date: 1-6-2023

Date: 1-12-23