

**MASTER AGREEMENT
FOR NORTHERN NEVADA**
between
**NEVADA CHAPTER, ASSOCIATED GENERAL
CONTRACTORS
OF AMERICA, INC.**
and
OPERATING ENGINEERS LOCAL 3
of the International Union of Operating Engineers, AFL-CIO

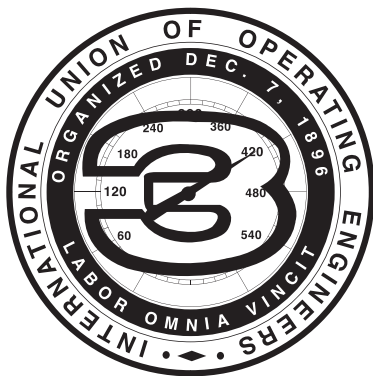


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**MASTER AGREEMENT
FOR NORTHERN NEVADA
BETWEEN NEVADA CHAPTER,
ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, INC.
and LOCAL UNION NO. 3
of the International Union
of Operating Engineers, AFL-CIO**

THIS AGREEMENT, made and entered into this 1st day of July, 2012, by and between the Nevada Chapter of the Associated General Contractors of America, Inc., as the Attorney in Fact (Proxy) (“Employer”) and Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO (“Union”).

01.00.00 ***WAGE SCALES AND
CLASSIFICATIONS***

01.01.00 *Employees Covered.* On all work covered by this Agreement when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with the provisions of the Job Placement Regulations, Addendum A, and they and each of them shall be employed in the classifications and at the wage scales set forth in 01.03.00, including such additions as may be made in accordance with Section 21.00.00.

01.01.01 Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no Employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on ALL said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

(1) First (1st) Violation: Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and manning on all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00, Classifications, Manning and Rates;

(2) Second (2nd) Violation: Same application as in (1) above for a period of six (6) consecutive months;

(3) Third (3rd) Violation: Same application as in (1) and (2) above for the duration of the Agreement.

NOTE: This Section shall not apply to any crane work and any manning requirements on crane work shall be in accordance with Section 01.03.00.

01.02.00 *Area Pay (Free Area and Remote Area Rates)*

AREA 1 PAY SCALE. All that area falling within seventy-five (75) road miles of either the Carson City Courthouse or the Washoe County Courthouse shall be considered a free area for the purpose of this Agreement.

AREA 2 PAY SCALE. All work falling between seventy-five (75) and one hundred and fifty (150) road miles of the Washoe County Courthouse shall be computed at an additional three dollars (\$3.00) per hour effective 7/1/12.

AREA 3 PAYSACLE. All work falling between one hundred and fifty (150) and three hundred (300) miles of the Washoe County Courthouse shall be computed at an additional four dollars (\$4.00) per hour effective 7/1/12.

AREA 4 PAY SCALE. Any work performed in excess of three hundred (300) road miles of the Washoe County Courthouse shall be computed at an additional five dollars (\$5.00) per hour effective 7/1/12.

Employees performing work outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose

of computing overtime hourly wage rates. Area 1 wages shall be paid for work on home building projects (which does not include camps but shall include neighborhood shopping centers).

01.02.01 If more than 50% of the physical (geographical) area of a job or project is located in Area 2, Area 3 or Area 4 then Area 2, 3 or 4 wages will be paid for the entire job or project. If less than 50% of the physical (geographical) area of a job or project is located in Area 2, 3, or 4 then Area 1, 2, 3 or 4 wages will be paid for the entire job or project whichever shall be applicable.

01.03.00 *Classifications, Manning and Rates*

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.06.01 of this Agreement.

Effective July 1, 2012 these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

CLASSIFICATIONS:

Straight-Time Hourly Wage Rates

GROUP 1 (1 classification)

Effective Dates

	7/1/12	7/1/13**
Area 1	\$26.26	\$26.26
Area 2	\$29.26	\$29.26
Area 3	\$30.26	\$30.26
Area 4	\$31.26	\$31.26

2701 1. Engineer Assistant

GROUP 1A (2 classifications)

	7/1/12	7/1/13**
Area 1	\$29.02	\$29.02
Area 2	\$32.02	\$32.02
Area 3	\$33.02	\$33.02
Area 4	\$34.02	\$34.02

5161 1. Oiler (Construction)

5383 2. Partsman (heavy duty repair shop parts room
when needed)

All of the above are Assistant to Engineer

GROUP 2 (3 classifications)

	7/1/12	7/1/13**
Area 1	\$29.55	\$29.55
Area 2	\$32.55	\$32.55
Area 3	\$33.55	\$33.55
Area 4	\$34.55	\$34.55

- 1481 1. Compressor Operator
- 4601 2. Material Loader and/or Conveyor Operator
(handling building materials)
- 6041 3. Pump Operator

GROUP 3 (10 classifications)

	7/1/12	7/1/13**
Area 1	\$29.82	\$29.82
Area 2	\$32.82	\$32.82
Area 3	\$33.82	\$33.82
Area 4	\$34.82	\$34.82

- 0711 1. Bobcat or similar loader, 1/4 cu. yd. or less
- 1811 2. Concrete Curing Machines (streets,
highways, airports, canals)
- 1901 3. Conveyor Belt Operator (tunnel)
- 2991 4. Forklift (under 20 ft)
- 3161 5. Engineer Generating Plant (500 K.W.)
- 4811 6. Mixer Box Operator (concrete plant)
- 4931 7. Motorman
- 6311 8. Rodman/Chainman
- 6451 9. Rotomist Operator
- 8483 10. Oiler (truck crane)

GROUP 4 (6 classifications)

	7/1/12	7/1/13**
Area 1	\$30.56	\$30.56
Area 2	\$33.56	\$33.56
Area 3	\$34.56	\$34.56
Area 4	\$35.56	\$35.56

- 1631 1. Concrete Mixer Operator, Skip type
2321 2. Dinky Operator (Assistant to Engineer required)
2981 3. Forklift (20' and over) or Lumber Stacker
6401 4. Ross Carrier
7181 5. Skip Loader Operator (under one [1] cu. yd.)
7821 6. Tie Spacer

GROUP 5 (4 classifications)

	7/1/12	7/1/13**
Area 1	\$30.86	\$30.86
Area 2	\$33.86	\$33.86
Area 3	\$34.86	\$34.86
Area 4	\$35.86	\$35.86

- 1691 1. Concrete Mixers (over one [1] cu. yd.)
1781 2. Concrete Pumps or Pumpcrete Guns
2531 3. Elevator and Material Hoist (one [1] drum)
3233 4. Groundman for Asphalt Milling and similar

GROUP 6 (22 classifications)

	7/1/12	7/1/13**
Area 1	\$31.03	\$31.03
Area 2	\$34.03	\$34.03
Area 3	\$35.03	\$35.03
Area 4	\$36.03	\$36.03
0261	1.	Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c. (and assistance required will be performed by an Employee covered by this Agreement)
0761	2.	Boom Truck or Dual Purpose A-Frame Truck
0611	3.	B.L.H. Lima Road Pactor or similar
1331	4.	Chip Box Spreader (Flaherty type or similar)
1601	5.	Concrete Batch Plant (wet or dry)
1841	6.	Concrete Saws (highways, streets, airports, canals)
4301	7.	Locomotives (over thirty [30] tons)
4391	8.	Lubrication and Service Engineer (mobile and grease rack)
4451	9.	Maginnis International Full Slab Vibrator (airports, highways, canals, warehouses)
4631	10.	Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
4641	11.	Mechanical Berm, Curb and/or Curb and Gutter Machine (concrete or asphalt)
5531	12.	Pavement Breaker, Truck Mounted, with compressor combination (Assistant to Engineer required)

- 5561 13. Pavement Breaker or Tamper (with or without compressor combination)
- 5861 14. Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- 6341 15. Roller Operator (except asphalt)
- 6831 16. Self-Propelled Tape Machine
- 6911 17. Self-Propelled Compactor (single engine)
- 7041 18. Self-Propelled Power Sweeper Operator
- 7241 19. Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms)
- 7301 20. Small Rubber-Tired Tractors
- 7441 21. Snooper Crane, Paxton-Mitchell or similar
- 7551 22. Stationery Pipe Wrapping, Cleaning and Bending Machine Operator

GROUP 7 (30 classifications)

	7/1/12	7/1/13**
Area 1	\$31.28	\$31.28
Area 2	\$34.28	\$34.28
Area 3	\$35.28	\$35.28
Area 4	\$36.28	\$36.28

- 0271 1. Auger type drilling equipment over 30 ft. depth capacity m.r.c. (Assistant to Engineer Mechanic/Welder required)
- 1511 2. Compressor (over 2)

- 1611 3. Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply
- 1621 4. Concrete Conveyor, Building Site (any assistant shall be an Employee covered by this Agreement)
- 2441 5. Drilling and Boring Machinery vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers) (Assistant to Engineer or Mechanic/Welder required)
- 2621 6. Crusher Plant Engineer
- 3131 7. Generators
- 3761 8. Instrument Man
- 3941 9. Kolman Loader
- 4571 10. Material Hoist (two [2] or more drums)
- 4691 11. Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar) (Screedman required)
- 4751 12. Mine or Shaft Hoist
- 5621 13. Pipe Bending Machines (pipeline only)
- 5651 14. Pipe Cleaning Machines (tractor-propelled and supported)
- 5681 15. Pipe Wrapping Machines (tractor-propelled and supported)
- 5771 16. Portable Crushing and Screening plants (Assistant to Engineer required)
- 5781 17. Post Driller and/or Driver
- 6071 18. Pumps (over 2)

- 6381 19. Roller Operator (Asphalt)
- 4692 20. Shuttle Buggy
- 6791 21. Screedman (except asphaltic or concrete paving)
- 6821 22. Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- 6881 23. Self-propelled Boom-type Lifting Device (center mount) (on ten [10] ton capacity or less)
- 7271 24. Slusher Operator
- 7491 25. Soil Tester (Certified)
- 7501 26. Soils and Materials Tester
- 7641 27. Surface Heater and Planer Operator
- 8371 28. Trenching Machine (maximum digging capacity three [3] feet depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- 8511 29. Truck-Type Loader
- 8931 30. Welding Machines (gasoline or diesel)

GROUP 8 (33 classifications)

	7/1/12	7/1/13**
Area 1	\$31.87	\$31.87
Area 2	\$34.87	\$34.87
Area 3	\$35.87	\$35.87
Area 4	\$36.87	\$36.87

- 0160 1. Articulated On-Site Dump Trucks
- 0191 2. Asphalt Plant Engineer

- | | | |
|------|-----|---|
| 0201 | 3. | Asphalt Milling Machine |
| 1121 | 4. | Cast-in-Place Pipe-Laying Machine |
| 1451 | 5. | Combination Slusher and Motor Operator |
| 1571 | 6. | Concrete Batch Plant (multiple units) |
| 2361 | 7. | Dozer Operator |
| 2461 | 8. | Drill Doctor |
| 2561 | 9. | Elevating Grader Operator |
| 3261 | 10. | Grooving and Grinding Machine
(highways) |
| 3821 | 11. | Ken Seal Operator |
| 4040 | 12. | Marination Plant |
| 4121 | 13. | Loader (up to and including two and
one-half [2-1/2] cu. yds.) |
| 4721 | 14. | Mechanical Trench Shield |
| 4901 | 15. | Mixermobile |
| 6081 | 16. | Push Cats |
| 6281 | 17. | Road Oil Mixing Machine Operator
Wood-Mixer (and other similar Pugmill
equipment) |
| 6611 | 18. | Rubber-Tired Earthmoving Equipment (up
to and including thirty-five [35] cu. yds.
"Struck" m.r.c., Euclids, T-Pulls, DW10, 20,
21 and similar) |
| 6612 | 19. | Water Pull |
| 7011 | 20. | Self-Propelled Compactor with Dozer;
Hyster 450 or Cat 825 or similar |
| 7021 | 21. | Sheepfoot |
| 7431 | 22. | Small Tractor (with boom) |

- 7461 23. Soil Stabilizer (P & H or equal)
- 7841 24. Timber Skidder (rubber-tired) or similar equipment
- 7915 25. Track Loader
- 7931 26. Tractor-Drawn Scraper
- 7941 27. Tractor Operator
- 8121 28. Tractor-Mounted Compressor Drill Combination (Assistant to Engineer required)
- 8391 29. Trenching Machine Operator (over three [3] feet depth) (Assistant to Engineer required)
- 8421 30. Tri-Batch Paver (Assistant to Engineer required)
- 8571 31. Tunnel Badger or Tunnel Boring Machine Operator (Assistant to Engineer required)
- 8601 32. Tunnel Mole Boring Machine (Assistant to Engineer required)
- 8831 33. Vermeer T-600B Rock Cutter

GROUP 9 (9 classifications)

	7/1/12	7/1/13**
Area 1	\$32.19	\$32.19
Area 2	\$35.19	\$35.19
Area 3	\$36.19	\$36.19
Area 4	\$37.19	\$37.19

- 1241 1. Chicago Boom

- 1361 2. Combination Backhoe and Loader (up to and including 3/8 cu. yd.) (Assistant to Engineer required when more than two hundred degrees [200°] on swing)
- 1391 3. Combination Mixer and Compressor (gunite)
- 3401 4. Heavy Duty Repairman and/or Welder
- 4431 5. Lull Hi-Lift (twenty [20] feet or over)
- 5111 6. Mucking Machine (Assistant to Engineer required)
- 7581 7. Sub-Grader (Gurries or other types) (Assistant to Engineer required)
- 8061 8. Tractor (with boom) (D6 or larger)
- 8301 9. Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

GROUP 10 (22 classifications)

	7/1/12	7/1/13**
Area 1	\$32.54	\$32.54
Area 2	\$35.54	\$35.54
Area 3	\$36.54	\$36.54
Area 4	\$37.54	\$37.54

- 0791 1. Boom-Type Backfilling Machine (Assistant to Engineer required)
- 0941 2. Bridge Crane
- 1091 3. Caryl-Lift or similar
- 1181 4. Chemical Grouting Machine (Assistant to Engineer required)
- 1301 5. Chief of Party

- 2261 6. Derricks (two [2] Group 10 Operators required when swing engine remote from hoist)
- 2291 7. Derrick Barges (except excavation work) (Deck Engineer and Assistant to Engineer required)
- 2771 8. Euclid Loader and similar types (Assistant to Engineer required when not controlled from the Pullcat)
- 3221 9. Gradesetter, Grade Checker
- 3461 10. Heavy Duty Rotary Drill Rigs (any assistance required shall be performed by an Employee covered by this Agreement)
- 4031 11. Lift-Slab (Vagtborg and similar types)
- 4181 12. Loader (over two and one-half [2-1/2] cu. yds. up to and including four [4] cu. yds.)
- 4331 13. Locomotive (over one hundred [100] tons) (single or multiple units)
- 4981 14. Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- 6011 15. Pre-Stress Wire Wrapping Machine
- 6471 16. Rubber-Tired Scraper, Self-Loading
- 6671 17. Single-Engine Scraper (over thirty-five [35] cu. yds.)
- 7061 18. Shuttle Car (Reclaim Station)
- 8331 19. Train Loading Station
- 8341 20. Trenching Machine (Assistant to Engineer required) multi-engine with sloping attachments (Jefco or similar)

- 8841 21. Vacuum Cooling Plant
 9001 22. Whirley Crane (up to and including twenty-five [25] tons) (Assistant to Engineer required)

GROUP 10A (10 classifications)

	7/1/12	7/1/13**
Area 1	\$32.73	\$32.73
Area 2	\$35.73	\$35.73
Area 3	\$36.73	\$36.73
Area 4	\$37.73	\$37.73

- 0351 1. Backhoe (up to and including one [1] cu. yd. hydraulic) (Assistant to Engineer required)
 0371 2. Backhoe (up to and including [1] cu. yd.) (Cable) (Assistant to Engineer required)
 0961 3. CMI dual lane auto-grader SP30 or similar (Assistant to Engineer required)
 1961 4. Cranes (not over twenty-five [25] tons) (hammerhead and gantry) (Assistant to Engineer required)
 2811 5. Finish Blade
 3171 6. Gradalls (up to and including one [1] cu. yd.) (Assistant to Engineer required)
 4961 7. Motor Patrol Operator
 5891 8. Power Shovels, Clamshells, Draglines, Cranes (up to and including one [1] cu. yd.) (Assistant to Engineer required)
 6541 9. Rubber-Tired Scraper, Self-Loading (twin engine)

- 6891 10. Self-Propelled Boom-type Lifting Device
(center mount) (over ten [10] tons up to and
including 25 tons)

GROUP 11 (21 classifications)

	7/1/12	7/1/13***
Area 1	\$32.97	\$32.97
Area 2	\$35.97	\$35.97
Area 3	\$36.97	\$36.97
Area 4	\$37.97	\$37.97
0281	1. Automatic Asphalt or Concrete Slip-Form Paver (Gradesetter, Screedman and Assistant to Engineer required)	
0341	2. Automatic Railroad Car Dumper	
1031	3. Canal Trimmer (two [2] Assistants to Engineer required)	
1091	4. Cary Lift, Campbell or similar	
1991	5. Cranes (over twenty-five [25] tons) (Assistant to Engineer required)	
2751	6. Euclid Loader when controlled from the Pullcat	
3581	7. Highline Cableway Operator	
4211	8. Loader (over four [4] cu. yds. up to and including twelve [12] cu. yds.)	
4991	9. Multi-Engine Earthmoving Equipment (up to and including seventy-five [75] cu. yds. “struck” m.r.c.)	
5061	10. Multiple Engine Scrapers (when used to push pull)	

- 5921 11. Power Shovels, Clamshells, Draglines, Backhoes, Gradalls (over one [1] cu. yd. and up to and including seven [7] cu. yds. m.r.c.) (Assistant to Engineer required) (Two [2] Assistants to Engineer required on 120B, similar or larger)
- 6901 12. Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- 6921 13. Self-propelled Compactor (with multiple-propulsion power units)
- 7151 14. Single-Engine Rubber-Tired Earthmoving Machine (with Tandem Scraper)
- 7211 15. Slip-Form Paver (concrete or asphalt) (one [1] Operator and two [2] Screedmen)
- 7731 16. Tandem Cats and Scraper
- 7881 17. Tower Crane Mobile (Assistant to Engineer required) (including rail-mounted)
- 8451 18. Truck mounted hydraulic crane when remote control equipped (over 10 tons up to and including 25 tons)
- 8721 19. Universal Liebherr and Tower Cranes (and similar types) (in the erection, dismantling and moving of equipment there shall be an additional Operating Engineer at Group 8 rates)
- 8961 20. Wheel Excavator (up to and including seven hundred fifty [750] cu. yds. per hour) (Assistant to Engineer required)

- 9011 21. Whirley Cranes (over twenty-five [25] tons)
(Assistant to Engineer required)

GROUP 11A (7 classifications)

		7/1/12	7/1/13**
	Area 1	\$34.61	\$34.61
	Area 2	\$37.61	\$37.61
	Area 3	\$38.61	\$38.61
	Area 4	\$39.61	\$39.61
0461	1.	Band Wagons (in conjunction with Wheel Excavators)	
3491	2.	Operator of Helicopter (when used in construction work)	
4221	3.	Loader (over twelve [12] cu. yds.)	
5011	4.	Multi-Engine Earthmoving Equipment (over seventy-five [75] cu. yds. “struck” m.r.c.)	
5951	5.	Power Shovels, Clamshells, Draglines, Backhoes and Gradalls (over seven [7] cu. yds. m.r.c.) (Assistant to Engineer required; an additional Assistant to Engineer is required if the shovel or dragline is electrically powered)	
6231	6.	Remote-Controlled Earthmoving Equipment	
8991	7.	Wheel Excavator (over seven hundred fifty [750] cu. yds. per hour) (two [2] Group 11A Operators and one [1] Assistant to Engineer required; any additional assistance shall be an Assistant to Engineer)	

GROUP 11B (1 classification)

	7/1/12	7/1/13**
Area 1	\$35.42	\$35.42
Area 2	\$38.42	\$38.42
Area 3	\$29.42	\$39.42
Area 4	\$30.42	\$30.42

4081 1. Holland Loader or similar or Loader (over 18 cu. yds.)

Special Single Shift Wage Rates

(Refer to Sections 06.04.02 and 06.04.03)

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

	7/1/12	7/1/13**
Group 1		
Area 1	\$29.54	\$29.54
Area 2	\$32.54	\$32.54
Area 3	\$33.54	\$33.54
Area 4	\$34.54	\$34.54

Group 1A

Area 1	\$32.65	\$32.65
Area 2	\$35.65	\$35.65
Area 3	\$36.65	\$36.65
Area 4	\$37.65	\$37.65

Group 2

Area 1	\$33.24	\$33.24
Area 2	\$35.24	\$35.24
Area 3	\$36.24	\$36.24
Area 4	\$37.24	\$37.24

Group 3

Area 1	\$33.55	\$33.55
Area 2	\$37.55	\$37.55
Area 3	\$38.55	\$38.55
Area 4	\$39.55	\$39.55

Group 4

Area 1	\$34.38	\$34.38
Area 2	\$37.38	\$37.38
Area 3	\$38.38	\$38.38
Area 4	\$39.38	\$39.38

Group 5

Area 1	\$34.72	\$34.72
Area 2	\$37.72	\$37.72
Area 3	\$38.72	\$38.72
Area 4	\$39.72	\$39.72

Group 6

Area 1	\$34.91	\$34.91
Area 2	\$37.91	\$37.91
Area 3	\$38.91	\$38.91
Area 4	\$39.91	\$39.91

Group 7

Area 1	\$35.19	\$35.19
Area 2	\$38.19	\$38.19
Area 3	\$39.19	\$39.19
Area 4	\$40.19	\$40.19

Group 8

Area 1	\$35.85	\$35.85
Area 2	\$38.85	\$38.85
Area 3	\$39.85	\$39.85
Area 4	\$40.85	\$40.85

Group 9

Area 1	\$36.21	\$36.21
Area 2	\$39.21	\$39.21
Area 3	\$40.21	\$40.21
Area 4	\$41.21	\$41.21

Group 10

Area 1	\$36.61	\$36.61
Area 2	\$39.61	\$39.61
Area 3	\$40.61	\$40.61
Area 4	\$41.61	\$41.61

Group 10A

Area 1	\$36.82	\$36.82
Area 2	\$39.82	\$39.82
Area 3	\$40.82	\$40.82
Area 4	\$41.82	\$41.82

Group 11

Area 1	\$37.09	\$37.09
Area 2	\$40.09	\$40.09
Area 3	\$41.09	\$41.09
Area 4	\$42.09	\$42.09

Group 11A

Area 1	\$38.93	\$38.93
Area 2	\$41.93	\$41.93
Area 3	\$42.93	\$42.93
Area 4	\$43.93	\$43.93

Group 11B

Area 1	\$39.85	\$39.85
Area 2	\$42.85	\$42.85
Area 3	\$43.85	\$43.85
Area 4	\$44.85	\$44.85

Second Shift Wage Rates

(Refer to Section 06.06.00)

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

	7/1/12	7/1/13**
Group 1		
Area 1	\$28.10	\$28.10
Area 2	\$31.10	\$31.10
Area 3	\$32.10	\$32.10
Area 4	\$33.10	\$33.10
Group 1A		
Area 1	\$31.05	\$31.05
Area 2	\$34.05	\$34.05
Area 3	\$35.05	\$35.05
Area 4	\$36.05	\$36.05
Group 2		
Area 1	\$31.62	\$31.61
Area 2	\$34.62	\$34.62
Area 3	\$35.62	\$35.62
Area 4	\$36.62	\$36.62

Group 3

Area 1	\$31.91	\$31.91
Area 2	\$34.91	\$34.91
Area 3	\$35.91	\$35.91
Area 4	\$36.91	\$36.91

Group 4

Area 1	\$32.70	\$32.70
Area 2	\$35.70	\$35.70
Area 3	\$36.70	\$36.70
Area 4	\$37.70	\$37.70

Group 5

Area 1	\$33.02	\$33.02
Area 2	\$36.02	\$36.02
Area 3	\$37.02	\$37.02
Area 4	\$38.02	\$38.02

Group 6

Area 1	\$33.20	\$33.20
Area 2	\$36.20	\$36.20
Area 3	\$37.20	\$37.20
Area 4	\$38.20	\$38.20

Group 7

Area 1	\$33.47	\$33.47
Area 2	\$36.47	\$36.47
Area 3	\$37.47	\$37.47
Area 4	\$38.47	\$38.47

Group 8

Area 1	\$34.10	\$34.10
Area 2	\$37.10	\$37.10
Area 3	\$38.10	\$38.10
Area 4	\$39.10	\$39.10

Group 9

Area 1	\$34.44	\$34.44
Area 2	\$37.44	\$37.44
Area 3	\$38.44	\$38.44
Area 4	\$39.44	\$39.44

Group 10

Area 1	\$34.82	\$34.82
Area 2	\$37.82	\$37.82
Area 3	\$38.82	\$38.82
Area 4	\$39.82	\$39.82

Group 10A

Area 1	\$35.02	\$35.02
Area 2	\$38.02	\$38.02
Area 3	\$39.02	\$39.02
Area 4	\$40.02	\$40.02

Group 11

Area 1	\$35.28	\$35.28
Area 2	\$38.28	\$38.28
Area 3	\$39.28	\$39.28
Area 4	\$40.28	\$40.28

Group 11A

Area 1	\$37.03	\$37.03
Area 2	\$40.03	\$40.03
Area 3	\$41.03	\$41.03
Area 4	\$42.03	\$42.03

Group 11B

Area 1	\$37.90	\$37.90
Area 2	\$40.90	\$40.90
Area 3	\$41.90	\$41.90
Area 4	\$42.90	\$42.90

01.03.01 *Classifications and Rates for Steel Erectors and Fabricators*

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

GROUP 1 (3 classifications)

		7/1/12	7/1/13**
1951	1.	\$41.56	\$41.56
2105	2.		

6915 3. Self Propelled Boom Type Lifting Devices
over 100 tons

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$35.39	\$35.39

5173 ** *Oiler*

7/1/12	7/1/13**
\$33.43	\$33.43

GROUP 2 (4 classifications)

7/1/12	7/1/13**
\$40.05	\$40.05

1981 1. Cranes over 45 tons up to and including 100
tons (Assistant to Engineer required)

2261 2. Derrick, 100 tons and under

6901 3. Self Propelled Boom Type Lifting Device,
over 45 tons

8721 4. Tower Crane

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$ 35.14	\$35.14

5173** *Oiler*

7/1/12	7/1/13**
\$33.22	\$33.22

GROUP 3 (2 classifications)

7/1/12	7/1/13**
\$38.81	\$38.81

- 1961 1. Cranes, 45 tons and under (Assistant to Engineer required)
- 6881 2. Self Propelled Boom Type Lifting Device, 45 tons and under

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$34.92	\$34.92

*5173** Oiler*

7/1/12	7/1/13**
\$33.00	\$33.00

*5183** Hydraulic*

7/1/12	7/1/13**
\$34.59	\$34.59

GROUP 4 (3 classifications)

7/1/12	7/1/13**
\$37.08	\$37.08

- 1241 1. Chicago Boom
- 2941 2. Forklift, 10 tons and over
- 3401 3. Heavy Duty Repairman/Welder

GROUP 5 (1 classification)

7/1/12	7/1/13**
\$35.98	\$35.98

0701 1. Boom Cat

Steel Erectors and Fabricators, Special Single Shift Wage Rates

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

Group 1

7/1/12	7/1/13**
\$46.75	\$46.75

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$39.81	\$39.81

5173** *Oiler*

7/1/12	7/1/13**
\$37.61	\$37.61

Group 2

7/1/12	7/1/13**
\$45.05	\$45.05

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$39.53	\$39.53

5173** *Oiler*

7/1/12	7/1/13**
\$37.37	\$37.37

Group 3

7/1/12	7/1/13**
\$43.66	\$43.66

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$39.28	\$39.28

5173** *Oiler*

7/1/12	7/1/13**
\$37.12	\$37.12

5183** *Hydraulic*

7/1/12	7/1/13**
\$38.91	\$38.91

Group 4

7/1/12	7/1/13**
\$41.71	\$41.71

Group 5

7/1/12	7/1/13**
\$40.48	\$40.48

Steel Erectors and Fabricators, Second Shift Wage Rates

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

Group 1	7/1/12	7/1/13**
	\$44.47	\$44.47

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$37.87	\$37.87

*5173 ** Oiler*

7/1/12	7/1/13**
\$35.77	\$35.77

Group 2	7/1/12	7/1/13**
	\$42.85	\$42.85

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$37.60	\$37.60

5173** *Oiler*

	7/1/12	7/1/13**
	\$35.54	\$35.54

Group 3	7/1/12	7/1/13**
	\$41.53	\$41.53

5183** *Truck Crane Oiler*

	7/1/12	7/1/13**
	\$37.36	\$37.36

5173** *Oiler*

	7/1/12	7/1/13**
	\$35.31	\$35.31

5183** *Hydraulic*

	7/1/12	7/1/13**
	\$37.01	\$37.01

Group 4	7/1/12	7/1/13**
	\$39.67	\$39.67

Group 5	7/1/12	7/1/13**
	\$38.50	\$38.50

01.03.02 *Classifications and Rates for
Piledrivers*

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

GROUP 1 (4 classifications)

7/1/12	7/1/13**
\$41.03	\$41.03

- | | | |
|------|----|---|
| 2115 | 1. | Derrick Barge Pedestal mounted over 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required) |
| 5951 | 2. | Clamshells over 7 cu. yds. |
| 6915 | 3. | Self Propelled Boom Type Lifting Device over 100 tons |
| 8425 | 4. | Truck Crane or Crawler, land or barge mounted over 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required) |

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$35.57	\$35.57

5173** *Oiler*

7/1/12	7/1/13**
\$33.65	\$33.65

GROUP 2 (4 classifications)

7/1/12	7/1/13**
\$39.49	\$39.49

- 2155 1. Derrick Barge Pedestal mounted 45 tons up to and including 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
- 5921 2. Clamshells up to and including 7 cu. yds.
- 6901 3. Self Propelled Boom Type Lifting Device over 45 tons
- 8455 4. Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$35.36	\$35.36

5173** *Oiler*

7/1/12	7/1/13**
\$33.45	\$33.45

GROUP 3 (4 classifications)

7/1/12	7/1/13**
\$38.04	\$38.04

- 2135 1. Derrick Barge Pedestal mounted under 45 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
- 6881 2. Self Propelled Boom Type Lifting Device 45 tons and under
- 7171 3. Skid/Scow Piledriver, any tonnage (Any assistance required shall be by an Employee covered by this Agreement)
- 8445 4. Truck Crane or Crawler, land or barge mounted 45 tons and under (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$35.14	\$35.14

*5173** Oiler*

7/1/12	7/1/13**
\$33.22	\$33.22

GROUP 4 (3 classifications)

7/1/12	7/1/13**
\$36.53	\$36.53

- 0221 1. Assistant Operator in lieu of Assistant to Engineer
- 2941 2. Forklift, 10 tons and over
- 3401 3. Heavy Duty Repairman/Welder

GROUP 5 (0 classifications)

7/1/12	7/1/13**
\$35.42	\$35.42

No current classification (subject to Section 21.00.00, Additional Work or Classifications)

GROUP 6 (1 classification)

7/1/12	7/1/13**
\$34.31	\$34.31

- 2111 1. Deck Engineer

GROUP 7 (0 classifications)

7/1/12	7/1/13**
\$33.35	\$33.35

No current classification (subject to Section 21.00.00, Additional Work or Classifications)

GROUP 8 (2 classifications)

7/1/12	7/1/13**
\$32.39	\$32.39

- 2153 1. Deckhand
- 2863 2. Fireman

Piledrivers, Special Single Shift Wage Rates

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

Group 1	7/1/12	7/1/13**
	\$46.16	\$46.16

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$40.01	\$40.01

*5173** Oiler*

7/1/12	7/1/13**
\$37.85	\$37.85

Group 2	7/1/12	7/1/13**
	\$44.42	\$44.42

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$39.78	\$39.78

*5173** Oiler*

7/1/12	7/1/13**
\$37.63	\$37.63

Group 3	7/1/12	7/1/13**
	\$42.79	\$42.79
<i>5183** Truck Crane Oiler</i>		
	7/1/12	7/1/13**
	\$39.53	\$39.53
<i>5173** Oiler</i>		
	7/1/12	7/1/13**
	\$37.37	\$37.37
Group 4	7/1/12	7/1/13**
	\$41.09	\$41.09
Group 5	7/1/12	7/1/13**
	\$39.85	\$39.85
Group 6	7/1/12	7/1/13**
	\$38.60	\$38.60
Group 7	7/1/12	7/1/13**
	\$37.52	\$37.52
Group 8	7/1/12	7/1/13**
	\$36.44	\$36.44

Piledrivers, Second Shift Wage Rates

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation

and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

Group 1	7/1/12	7/1/13**
	\$43.90	\$43.90

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$38.06	\$38.06

*5173** Oiler*

7/1/12	7/1/13**
\$36.00	\$36.00

Group 2	7/1/12	7/1/13**
	\$42.25	\$42.25

*5183** Truck Crane Oiler*

7/1/12	7/1/13**
\$37.83	\$37.83

*5173** Oiler*

7/1/12	7/1/13**
\$35.79	\$35.79

Group 3	7/1/12	7/1/13**
	\$40.70	\$40.70

5183** *Truck Crane Oiler*

7/1/12	7/1/13**
\$37.60	\$37.60

5173** *Oiler*

7/1/12	7/1/13**
\$35.54	\$35.54

Group 4	7/1/12	7/1/13**
	\$39.09	\$39.09

Group 5	7/1/12	7/1/13**
	\$37.90	\$37.90

Group 6	7/1/12	7/1/13**
	\$36.71	\$36.71

Group 7	7/1/12	7/1/13**
	\$35.68	\$35.68

Group 8	7/1/12	7/1/13**
	\$34.66	\$34.66

01.04.00 *Foremen - Wages.* Foremen (other than General Foremen), Shifters, Heavy Duty Repairman Foremen and Master Mechanics (Heavy Duty) shall receive:

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation

and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

	7/1/12	7/1/13**
Area 1	\$34.61	\$34.61
Area 2	\$37.61	\$37.61
Area 3	\$38.61	\$38.61
Area 4	\$39.61	\$39.61

Special Single Shift Wage Rates

(Refer to Sections 06.04.02 and 06.04.03)

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

	7/1/12	7/1/13**
Area 1	\$38.93	\$38.93
Area 2	\$41.93	\$41.93
Area 3	\$42.93	\$43.93
Area 4	\$43.93	\$43.93

Second Shift Wage Rates

(Refer to Section 06.06.00.)

Effective July 1, 2012, these wage rates include three dollars and eighty-eight cents (\$3.88) per hour Vacation and Holiday Pay (“Vacation Pay”) which are not to be paid to Employees, but shall be transmitted to the Vacation and Holiday Pay as described in Sections 12.06.00 and 12.07.00 of this Agreement. These rates may be adjusted each year.

	7/1/12	7/1/13**
Area 1	\$37.03	\$37.03
Area 2	\$40.03	\$40.03
Area 3	\$41.03	\$41.03
Area 4	\$42.03	\$42.03

01.05.00 *Booms.* The straight-time hourly wage rate of Employees on cranes or equipment with booms of eighty (80) feet or more, including jib and/or leads, shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00 and such increase in straight-time hourly wage rate shall apply for the full shift and all overtime work:

PER HOUR

Booms of 80 ft. up to, but not including 130 ft....	\$.25
Booms of 130 ft. up to, but not including 180 ft...\$.	.75
Booms of 180 ft. up to and including 250 ft.....	\$.90
Booms over 250 ft.....	\$1.35

01.05.01 In the application of the above, the length of the boom shall be measured from the center of the heel pin to the center of the boom or jib point sheave.

01.05.02 *Working Suspended.* The straight-time hourly wage rate of Employees required to work suspended by ropes or cables or performing work on a Yo-Yo Cat shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and such increase in the straight-time hourly wage rate shall apply for the full shift and all overtime work.

PER HOUR

\$.50

01.05.03 **Additional Increase.* Effective July 1, 2012 and July 1, 2013, the total package increase as set forth by Groups in Sections 01.03.00 and 01.04.00 shall be allocated to wages and/or fringe benefits at the option of the Union based upon a survey of the affected Employees.

01.06.00 *Bid Specifications/Public Works Projects - State of Nevada Prevailing Wage Law, Davis-Bacon Act and Related Statutes.* In the event an Individual Employer is submitting a bid for a public job or project being awarded by a Federal, State, County, City, or other public agency which is to be performed pursuant to a Construction Prevailing Wage Determination by the State of Nevada, or a General Wage Determination Decision by the Employment Standards Administration, U.S. Department of Labor, pursuant to the Davis-Bacon Act or

related statutes, and there are non-signatory or non-union Employers on the Planholders List or if there is no bid list published, the Individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the Bid Specifications for the job or project; provided, however, if the wage and fringe benefit rates set forth in the bid specifications are less than those set forth in this Agreement the Employer may pay the wage and fringe benefit rates advertised, and the hourly wage and fringe benefit rates at the time of the bid shall apply for the duration of the original contract for the public job.

It is further provided that, if either the Department of Labor or the State of Nevada changes the method by which Prevailing Wage Determinations are made during the term of this Agreement, the above provisions shall no longer be applicable, and the parties agree to immediately meet and develop an alternative application of the terms of this Agreement to the bidding of public work.

01.06.01 In addition, if an Individual Employer is awarded a public job or project wherein the award contains provisions for honoring deferred wage and fringe benefit increases or escalators which are set forth in collective bargaining agreements to which the Individual Employer is bound, such provisions shall apply to Individual Employers covered by this Agreement regardless of the above.

01.06.02 *Payment Evidence (Davis-Bacon).*
Each Individual Employer shall furnish such “payment evidence” as may be required and shall submit said data on prescribed forms to the necessary governmental agencies with copies to the Union.

01.07.00 If the Individual Employer maintains, rents, leases or otherwise contracts out or arranges for a camp in Areas 2, 3 or 4, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board shall not exceed the differential between the Area 1 and Areas 2, 3 or 4 wage rates, whichever the case may be, for eight (8) straight-time hours, five (5) days a week, Monday through Friday.

01.08.00 *Market Area Committee.* Therefore, and notwithstanding Section 26.03.00, the parties hereby establish a Market Area Committee composed of three (3) representatives of the Employer, three (3) representatives of the Union, and three (3) Employee representatives for the purpose of reviewing and approving requests to bid work at wage and fringe benefit rates set forth in public bid specifications that are lower than this Agreement. It is further provided that in the month of January of each contract year, the Committee shall meet and review each market agreement, and if the Individual Employers have recovered sixty percent (60%) or more of the market, the Committee shall determine if the applicable agreement shall continue to apply, be terminated or otherwise

modified. Provided, further, any job or project covered by an agreement shall remain covered until job/project completion.

02.00.00 **GENERAL PROVISIONS -
DEFINITIONS**

02.01.00 *Employer.* The term “Employer” as used herein shall mean the Nevada Chapter of the Associated General Contractors of America, Inc.

02.02.00 *Individual Employer.* The term “Individual Employer” shall mean those persons or entities, including joint ventures, who, or which has authorized the Nevada Chapter of the Associated General Contractors of America, Inc., to execute this Agreement as his or its Attorney in Fact (Proxy), or subject to 02.07.00.

02.03.00 *Union.* The term “Union” as used herein shall mean OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO.

02.04.00 *Employee.* The term “Employee” as used herein shall mean any person without regard to race, color, religion, age, sex, national origin, handicap or disability (as provided for in the Americans With Disabilities Act of 1990), and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

(a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or

(b) who operates, monitors and controls, maintains, repairs, modifies, assembles, erects, services each or all of them, power-operated equipment of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, including helicopters used in the performance of work covered by this Agreement, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and

(c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, foremen, timekeepers, messengers, guards, confidential Employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

02.04.01 Any individual who owns his own equipment who performs on-site work for the Individual Employer in those classifications named in 01.00.00 and any appendices attached hereto may be on the payroll at the Individual Employer's sole discretion.

02.04.02 Any Owner-Operator who is a member of the Union in good standing and who possesses a valid contractor's license shall have the option of electing, in writing, not to be placed on the Individual Employer's payroll. If the Owner-Operator elects not to go on the payroll, the Individual Employer shall pay into the Pensioned Health and Welfare and Affirmative Action Trust Funds at the required contribution rates. The Individual Employer shall notify the Union of the option selected. Each of the Funds agree to defend the legality of this Subsection in any action to which it is a party. Each of the parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this Subsection is unlawful.

02.05.00 *Unit Work.* This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union, including, but not limited by inference or otherwise, to building, construction, demolition, and site clearing, pipelines, soil testing, oil or gas refineries, excluding the falling and removal of merchantable timber by the purchaser of the merchantable timber. It shall also apply to all maintenance and repair work and facilities, on-site or off-site, of an Individual Employer in the area covered by this Agreement, except an off-site repair or maintenance facility with respect to which the Individual Employer is in a bona fide collective bargaining relationship with a labor organization covering

such Individual Employer's off-site maintenance and repair facility at the time the Individual Employer becomes a party to, or covered by, this Agreement. This Agreement shall also apply to the operation, maintenance and repair of equipment covered by this Agreement (including any additions under the provisions of Section 21.00.00), and equipment established for the production of borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt or macadam or other road-surfacing materials (excluding oil) by an Individual Employer or his subcontractor which is to be incorporated into a specific job(s) or project(s) of the Individual Employer so long as such material is actually being produced or delivered to such job or project, such work will be considered on-site.

02.06.00 This Agreement shall cover and apply to all Employees.

02.06.01 In all instances when classifications covered by this Agreement are utilized, they shall be manned by an Employee covered by 02.04.00.

02.07.00 *Coverage.* This Agreement shall cover and apply to Northern Nevada, which term means that portion of the State of Nevada above the northerly boundaries of Esmeralda, Nye and Lincoln Counties.

02.08.00 *Additional Individual Employers.* Provided that a person or entity is not then engaged in a currently existing labor dispute with the Union arising out

of a failure to comply with the wages, hours, rates of pay or other conditions of employment required by the Union in the territorial jurisdiction of the Union where the dispute exists, such person or entity shall become an Individual Employer covered by this Agreement by being or becoming a member of an Association of Employers signatory to this Agreement or any counterpart thereof, or by becoming a member of Employer or by such person or entity executing this Agreement or any counterpart thereof.

02.09.00 *Bargaining Representatives.* The Employer recognizes the Union as the exclusive bargaining representative of all Employees of the Employer hereinafter classified over whom the Union has jurisdiction.

02.09.01 The Union recognizes the Employer as the sole and exclusive bargaining representative for their respective members who have authorized the Employer to represent them. A list of such authorizations has been furnished to the Union and the Employer agrees to immediately notify the Union when any authorizations have been canceled or new authorizations have been executed.

02.09.02 This Agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the Agreement were entered into by each member individually. The Employer and members of the Association shall be and continue to remain liable under this Agreement for

and during the term, irrespective of whether such members shall resign from the Association prior to the expiration date of this Agreement and such liability shall be deemed to have survived the termination of such membership and remain in force for and during the term of this Agreement.

02.09.03 The Employer and the Individual Employer covered hereby recognize and acknowledge Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, as the exclusive collective bargaining representative of all Employees covered by this Agreement.

02.09.04 The parties agree that the wage rates, working conditions and hours of employment shall not apply to an agreement covering mining operations of all kinds, stripping and exploration operations preliminary to mining. It is further agreed that prior to the commencement of mining, stripping or exploration operations in connection with mines, the Individual Employer shall notify the Union and the Individual Employer and the Union shall hold a pre-bid negotiation where the parties shall agree to wage rates, working conditions and hours of employment for the work involved.

03.00.00 *ADMINISTRATIVE PROVISIONS*

03.01.00 *Pre-Job Conferences.* The Individual Employer or an Employer shall notify the Union at least one (1) week prior to the commencement of work by an Employee or Employees covered by this Agreement on all

jobs or projects where the estimated or agreed price to be paid to the Individual Employer is \$1,000,000.00 or more. The Union and the Individual Employer may mutually agree to waive this provision on a job-to-job basis.

03.01.01 In the event a Pre-Job Conference is held within two (2) weeks after a written request from the Union, Section 19.00.00 (No Cessation of Work) shall not be in effect. The time in which a Pre-Job Conference is held may be extended upon mutual agreement of the Union, the Individual Employer and/or Employer.

03.01.02 All understandings reached at such Pre-Job Conference shall be reduced to writing in a Pre-Job Conference Report and signed by the Individual Employer or an Employer and the Union. Such understandings shall be within the scope and terms of this Agreement. For Key Men, refer to 04.08.05 of the Job Placement Regulations.

03.02.00 *Records and Requests.* Each Individual Employer shall provide a proper means for registering time, working time and quitting time of its Employees and Owner-Operators. Employees and Owner-Operators shall complete their own daily time records, for their own record-keeping purpose. Those records shall include the Employee's or Owner-Operator's working time and quitting time. In the event of a dispute regarding time, wages or fringe benefit payments of its Employees, or over any matter pertaining to an Owner-Operator, upon written request by the Union delivered to the Employer

and the Individual Employer, the Individual Employer's records relating to said dispute regarding time, wages and fringe benefit payments of its Employees, regardless of classification and the Individual Employer's records relating to said dispute shall promptly be accessible to a Business Representative, auditor or other official of the Union during working hours.

03.02.01 In the event the Employer disputes the relevance of the records regarding a specific dispute referred to in 03.02.00 above, said dispute shall be subject to the provisions of Section 18.00.00 (Arbitration).

03.02.02 In the event an Individual Employer fails or refuses to confirm an audit appointment within fourteen (14) days following demand or fails or refuses to submit to an audit within thirty (30) days upon demand, the Union shall not be bound by the provisions of Section 19.00.00 (No Cessation of Work) and shall be free to withdraw any or all of the Employees of such Individual Employer and such withdrawal shall not be a violation of this Agreement. Provided, however, the Union shall not withdraw Employees for forty-eight (48) hours after written notification to the Employer of the failure to confirm an audit appointment or the failure to submit to an audit whichever the case shall be, and the Individual Employer shall bear the expenses incurred by the auditor for such forty-eight (48) hour delay.

03.03.00 *Employee Termination.* The Individual Employer shall notify the Job Placement Center on a form supplied by the Job Placement Center, of the names of all Employees who have quit or who have been terminated during the week. Such form is to be mailed to the Job Placement Center in Reno not later than Monday of the week following the week of such quit or termination. Any Individual Employer failing to make such report shall be subject to such penalties as determined by the Board of Adjustment.

03.03.01 *Employee Transfer.* No Employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll, except in accordance with the Job Placement Regulations, Sections 04.10.13 and 04.10.14.

03.04.00 *Conflicting Contracts.* Any oral or written agreements between any Employer, any signatory Association, or any Individual Employer, and an Employee which conflicts, or is inconsistent with this Agreement or any supplemental Agreement hereto, or which disestablishes, or tends to disestablish the relationship of Employer, Individual Employer, and Employee, or which reestablishes an employment relationship other than that of Employee, shall forthwith terminate.

03.04.01 No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental Agreements hereto, shall hereafter be entered

into by and between Employer, any signatory Association, or an Individual Employer, and any Employee performing work covered by this Agreement.

03.04.02 No Employee shall be asked to sign any form relating to his medical history unless required by law or Governmental regulation. This Section shall continue to be applicable until such time as the parties to this Agreement mutually develop and agree to implement an acceptable program.

03.04.03 Employees shall not be required to furnish the Individual Employer with any information other than their name, address, telephone number and cell phone number, if any, Social Security number and the number of dependents, or sign any document requiring information prohibited by law or governmental regulation.

03.05.00 *General Savings Clause.* It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or 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, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are

finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

03.06.00 *Favorable Legislation.* In the event legislation covering hours of labor, overtime or other conditions of employment applicable to any work covered by this Agreement is enacted, then and in that event, effective on the effective date of such legislation, such more favorable provisions shall be added to this Agreement and this Agreement modified to conform therewith, applicable to all work covered by this Agreement bid or let on or after the date such provision is added to this Agreement.

03.07.00 *Liability of the Parties.* It is mutually understood that neither the Employer, any Individual Employer, nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer or the Union, as the case may be.

03.07.01 In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, the Employer, or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to

correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

03.07.02 In the event the Union, or the Employer, the Individual Employer, or either of them, as the case may be, after notice of such violation, does not promptly take such affirmative action as is within their power to correct and to terminate such violation, then 03.07.00 shall be of no force and effect.

03.07.03 *Authorized Deduction (Initiation Fees).* The Individual Employer agrees to deduct from the wages of such of its Employees as shall so request, in writing, initiation fees due from such Employee to the Union. Initiation fees shall be deducted upon an Employee's signing the necessary authorization form attached hereto, as Exhibit B, and made a part hereof.

04.00.00 *EMPLOYMENT*

04.01.00 *Hiring.* All hiring shall be subject to and in accordance with the Job Placement Regulations, Addendum A of this Agreement.

04.01.01 No Employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll, except in accordance with the Job Placement Regulations.

04.01.02 The Individual Employer shall notify the Job Placement Center prior to the employment of any individual as defined in Section 02.04.01 who owns his own equipment, and who furnishes legal or equitable title to the equipment. It is specifically agreed that the Individual Employer will not devise or put into operation any scheme, plan, or device to circumvent or defeat the terms of this provision or of the Job Placement Regulations, nor shall the Individual Employer enter into any arrangement with said individual for the purpose of depriving any other Employee of employment. Any individual employed pursuant to this Section shall not be subject to the provisions of the Job Placement Regulations (Addendum A of this Agreement).

04.01.03 The Individual Employer expressly reserves the right to control the details of the manner, time and means by which any individual as defined in Section 02.04.01 who owns his own equipment performs his services as well as the ends to be accomplished, and shall be the sole judge of the capability of such individual's equipment to perform the work required to be performed.

04.02.00 *Employer Responsibility.* It shall be the responsibility of the Individual Employer, when ordering Employees or applicants, to give the Union all the pertinent information regarding each Employee's or applicant's employment, which shall include the classification of work and classification number when available under which the Employee or applicant for employment will be dispatched.

Any applicant for employment so dispatched who does not possess the qualifications to perform the work for which he is dispatched shall not be eligible for show-up pay.

04.03.00 *Discharge of Employee.* No Employee shall be discharged or discriminated against for activity in or representation of the Union. The Union shall be the sole judge of the qualifications of its members.

1.1.01 The Individual Employer shall be the judge of the qualifications of its Employees, including new Employees dispatched through the Job Placement Center.

1.1.02 No Employee shall be discharged without “just cause.” In the event of discharge without “just cause,” the Employee may be reinstated with payment of wages and fringe benefits for time lost. In the event of a dispute, the existence of “just cause” shall be determined under the grievance procedures provided for in Section 18.00.00. Employees discharged for “just cause” shall be paid only for actual time worked.

04.03.03 No Employee covered hereby may be discharged for refusing to cross a lawful primary picket line established by the International Union affiliated with the Building and Construction Trades Department of the AFL-CIO, or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof; provided, however, if the picketing or picket line is disapproved by the Unions affiliated with the Heavy and Highway

Committee and the Building & Construction Trades Council including the District Council of Ironworkers, International Association of Bridge, Structural and Ornamental Iron Workers and Piledrivers, Bridge Wharf and Dock Builders, the Union shall not recognize it. The Heavy and Highway Committee and the Building & Construction Trades Council shall approve or disapprove the picket or picketing within twenty-four (24) hours of notification by the Individual Employer, during which period of the time, the Employees covered by this Agreement shall continue to work. This provision shall not apply to a jurisdictional picket line. However, an Employee of an Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed to do so by the Union under the provisions of Section 03.07.01, may be discharged by his Individual Employer.

05.00.00 *APPLICATION TO SUBCONTRACTORS*

05.01.00 The purpose and intent of this Section is to preserve and protect employment opportunities and terms and conditions of employment of all Employees covered by this Agreement to the maximum extent permitted by law.

05.02.00 No on-site work covered by this Agreement which historically has been performed by the Individual Employer, or by the industry if the Individual Employer has no such history, on the site of a job or project shall be performed off the site of a job or project.

05.03.00 *Definition of Subcontractor.* A subcontractor is defined as any person (other than an Employee covered by this Agreement or an individual Owner-Operator [unless Owner-Operator is employing Employees]), firm or corporation who agrees orally or in writing, to perform, or who in fact performs for, or on behalf of, an Individual Employer, any part or portion of the work covered by this Agreement.

05.04.00 *On-Site Work.* With respect to on-site work covered by this Agreement, that is, work done or to be done at the site of the construction, alteration, painting or repair of a building, structure or other work:

05.04.01 The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any on-site work covered by this Agreement, and said subcontractor with respect to such on-site work shall be considered the same as an Individual Employer covered hereby.

05.04.02 That if an Individual Employer shall subcontract on-site work as herein defined, such subcontract shall state in writing that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.

05.05.00 Regardless of anything in this Agreement to the contrary, no on-site work covered by this Agreement

of a Heavy Duty Repairman or a Lubrication or Service Engineer or an Employee who operates or maintains the following equipment - generators or welding machines or uses in the performance of his work fixed drills, lathes, pickup trucks, grease trucks, lube trucks and trailers or any or all of them - will be subcontracted to any person or individual if such person or individual performs any such work.

05.06.00 The Individual Employer will give a list of subcontractors who will perform unit work under this Agreement as set forth in Section 02.07.00 where the subcontract amount is over twenty-five thousand dollars (\$25,000.00) when requested in writing by the union. Notice at a pre-job conference will satisfy the requirements of this Section. Furthermore, the Individual Employer will give written notice prior to the commencement of work by the subcontractor of any such subcontract entered into subsequent to a pre-job conference with a subcontractor who will perform unit work under this Agreement as set forth in Section 02.07.00. Any Individual Employer who has given such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection 05.03.00 hereof with respect to the jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringe benefits or contributions provided herein except as provided hereinafter.

05.06.01 In the event the Union questions compliance by a subcontractor with the provisions of

this Section, the Union shall so notify the Employer, the Individual Employer and subcontractor in writing, and the subcontractor shall furnish to the Union within fifteen (15) days a written itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contractor agencies on behalf of subcontractors, the subcontractors shall furnish copies of such submission to the Union upon written request. If the subcontractor refuses, the Individual Employer shall cause the subcontractor to supply the information. The provisions of this Section shall not be applicable if the subcontractor is an Individual Employer signatory to this Agreement.

05.06.02 If any subcontractor shall become delinquent in the payment or meeting of the obligations set forth in Section 05.00.00, the Union shall promptly give written notice thereof to the Individual Employer and subcontractor specifying the nature and amount of such delinquency as nearly as can be ascertained. If such notice is given, the Individual Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Individual Employer to such subcontractor and shall pay and satisfy therefrom the amount of such delinquency by such subcontractor as follows:

05.06.03 The Individual Employer shall not be liable for any such delinquency occurring more than sixty (60) days prior to the receipt of such written notice from the Union as provided by Section 05.06.01.

05.07.00 Unless a subcontractor is an Individual Employer signatory to this Agreement, this Agreement shall not cover any other jobs or projects of the subcontractor, and the application of this Agreement to the subcontractor pursuant to these provisions shall terminate contemporaneously with the termination of such subcontract with the Individual Employer.

06.00.00 ***WORKING RULES***

06.01.00 Five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period), Monday through Friday inclusive, shall constitute a week's work.

06.01.01 *Four (4) by Ten (10) Workweek.* To the extent permitted by law, an Employer, may establish a four (4) by ten (10) hour workweek, Monday through Thursday, provided all other crafts employed by the Employer on the job are performing work on the same basis. It is further provided, however, that the normal workweek under this provision shall be Monday through Thursday, unless bid specifications require otherwise, and any modification of said Monday through Thursday workweek is established prior to starting the job or project. In the event that work cannot be performed Monday through Thursday because of inclement weather shut down, a holiday or major mechanical breakdown or shortage of materials beyond the control of the Employer, Friday may be scheduled as a workday and Employees paid at the applicable straight-time rate. Overtime shall be paid as provided in this Agreement

except that overtime shall be paid for all work performed over ten (10) hours or before a shift begins. The overtime provisions of this Agreement applicable to Saturdays, Sundays and holidays shall apply to this Section. On shift work, i.e.; a two (2) shift operation, the provisions of this Agreement applicable to shift work shall apply consistent with the ten (10) hour day.

06.01.02 *Monday through Saturday.* To the extent permitted by law, Saturday work may be performed at straight-time rates in the event of time lost during the workweek due to one or more of the following conditions: inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Employer, provided the total straight-time hours worked by any Employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. Saturday make-up work shall be performed on a job-to-job basis only, with a majority of the Employees on each job in agreement. No Employee shall be discharged or otherwise disciplined for his/her refusal to perform such work. The above Section shall not apply when working in conjunction with and/or in support of another craft employed by the Individual Employer and receiving overtime for Saturday work. Where such other craft is receiving overtime, the Employees covered by this Agreement shall be compensated on the same basis. First right of refusal for Saturday make-up work shall be offered to Employees regularly assigned to the job where make-up work is performed.

06.02.00 *Minimum Shift Rate.* Not less than eight (8) hours at the applicable rate shall be paid for the work performed on any full shift. Any day that the work on a job or project is suspended, not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour. If an Employee quits work on his own, he shall only be paid for actual time worked.

06.02.01 *Federal Emergency Energy Conservation Plan.* In the event that a compressed workweek measure under the Federal Emergency Energy Conservation Plan or under any other Federal successor plan is adopted during the term of the Agreement which requires a deviation in terms of starting time or length of the regular shift, the parties agree to negotiate a modification of this Agreement.

06.03.00 *Single Shift.* On a single shift, eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work, the regular starting time of the single shift shall be between 5:00 a.m. and 10:00 a.m., provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer. If the Employer deems it necessary, it may require an Employee(s) to start no more than one (1) hour past the established starting time.

06.03.01 *Paving, Soil Stabilization or Pipelaying Crews Only.* The regular starting times of the single shift shall be between 5:00 a.m. and 10:00 a.m.

06.03.02 *Special Single Shift.* When the Individual Employer notifies the Union of a bona fide job requirement for a public agency or a public utility which requires work that can only be done outside the normal shift hours, and notifies the Union at least three (3) days prior to the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, in accordance with Section 06.02.00. Overtime defined in 06.21.00, 06.22.00 and 06.22.01 will apply to Special Single Shift rates.

06.03.03 Employees' straight-time rate shall be the applicable wage rate set forth in Sections 01.03.00, 01.03.01 and 01.03.02 for Special Single Shift Work. (Rates will be established by Group based upon a 12-1/2% differential.)

06.03.04 For the purpose of this Section, Saturday shall begin at 12:01 a.m. Saturday morning.

06.04.00 *Multiple Shifts (Five or More Days).* When so elected by the Individual Employer, multiple shifts may be worked for five (5) or more consecutive days, provided the Union is notified twenty-four (24) hours in advance of the effective day of the starting of such multiple-shift operations. 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.

06.05.00 When two (2)-shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the first (1st) shift, for which eight (8) hours shall be paid; and eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the second (2nd) shift, for which eight (8) hours shall be paid, at the Second Shift Wage Rates set forth in Section 01.03.00. Such shifts shall run consecutively. The straight-time hours for the second shift (2nd) shall commence not later than three (3) hours after the end of work (either straight time or regularly scheduled overtime) on the first shift. On two (2)-shift operations, the first (1st) shift shall have regular starting time not earlier than 6:00 a.m., and not later than 8:00 a.m. Once such two-shift operation and starting time have been established, they shall not be terminated other than on a Friday (except upon completion of the job), provided that the starting times may be changed by mutual consent. Shift hours and the applicable straight-time or overtime rate shall be paid whenever shifts are worked under the above conditions including Saturdays, Sundays and holidays.

NOTE: A wage rate by Group is established for second (2nd) shift. Second Shift Wage Rates for Groups 1-11B, Steel Erection and Piledriving shall be set forth in Section 01.03.00. (Second Shift rates are based on a 7% differential and will be paid on the basis of eight [8] hours' work for eight [8] hours' pay.)

06.06.00 When three (3)-shifts are employed for five (5) or more consecutive days, the first (1st) shift shall work eight (8) consecutive hours (exclusive of meal period); the second (2nd) shift shall work seven and one-half (7-1/2) consecutive hours (exclusive of meal period); and the third or graveyard shift shall work seven (7) consecutive hours (exclusive of meal period), for which eight (8) hours shall be paid for all shifts on such job. On three (3)-shift operations, the first (1st) shift of the day and of the workweek shall start at 8:00 a.m., Monday, and such workweek shall end with the closing of the third (3rd) or graveyard shift at 8:00 a.m., Saturday. All work performed between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be compensated for at the applicable overtime rate.

06.06.01 It is agreed that the Employer and the Union may mutually agree in writing upon different starting or quitting times for any of the above mentioned shift arrangements. Once established, the three (3)-shift operations as defined in this paragraph shall apply on all work thereafter, including Saturdays, Sundays and holidays. Once such three (3)-shift operations have been established, they shall not terminate other than on a Friday, except upon completion of shift operations.

06.07.00 *Saturday Shift Period.* On a single and two (2)-shift job, Saturday shall be the twenty-four (24) hour period commencing at 12:00 midnight Friday. On a three (3)-shift operation, Saturday shall run from the close of Friday's third (3rd) or graveyard shift to 8:00 a.m. Sunday.

06.07.01 *Sunday Shift Period.* On a single and two (2)-shift job, Sunday shall be the twenty-four (24) hour period commencing at 12:00 midnight Saturday. On a three (3)-shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday.

06.07.02 The starting time for each Employee will be determined by the Individual Employer as provided in Section 06.04.00.

06.08.00 *Multiple Shift (Single Shift).* On “multiple-shift operations” (a two [2] and/or three [3] shift job), in addition to the two and/or three shifts, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established, and has its own Operating Engineer Foreman where required or if a Foreman is not required is under separate supervision and further provided that on a two (2) or three (3)-shift job, such single shift is not related to and is not in conjunction with the work on the two (2) or three (3)-shift operation. The regular starting time of such single shift shall be between 6:00 a.m. and 8:00 a.m., provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.08.01 *Grease Trucks.* Starting time shall be no later than 4:00 p.m. Employees on grease trucks shall be guaranteed eight (8) consecutive hours (exclusive of

lunch period), for which Employee shall receive eight (8) hours pay at straight-time rates (Monday through Friday). (Applies only when the starting time is later than the regular 8:00 a.m. starting time.)

06.09.00 *Overtime Distribution.* In the case of a multiple-shift operation, the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays or holidays.

06.10.00 *Employees - Separate.* For the purposes of establishing shift operations the Employees of the Individual Employer and the Employees of any subcontractor or other Individual Employer shall be considered separately.

06.11.00 *Twenty-four-hour Conditions.* No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employees assigned shift.

06.11.01 Where there is equipment to be operated on a single-shift operation before the single shift begins or after it ends, or on a Saturday, a Sunday, or a holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, for not to exceed twelve (12) hours except in

an emergency, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

06.12.00 *Starting Time Change.* Where in any locality existing traffic conditions or weather conditions render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

06.13.00 *Equipment Breakdown.* If a breakdown occurs on equipment operated by Employees covered by this Agreement, it shall be at the discretion of the Individual Employer whether the Operator and his Assistant to Engineer or other qualified Employees shall make the repairs.

06.14.00 No Employee shall be required to work alone during the hours of darkness when performing maintenance work on equipment. This provision shall not apply to Employees servicing and/or starting equipment one (1) hour prior to the start of a shift.

06.15.00 *Meal Period.* There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1/2) hour before and completed not later than one (1) hour after the mid-point of the regularly scheduled

hours of work for each Employee's shift. The meal period for Mechanics, Service and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

06.15.01 If the Individual Employer requires the Employee to perform any work included in Section 02.04.00 of this Agreement through his scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

06.15.02 Where it is necessary to operate during the lunch period such machines as compressors, refrigeration plants, pumps, cement or pumpcrete guns, etc., the operator of such machine shall receive pay for the lunch period at the applicable overtime rate.

06.16.00 *Foremen and Shifters.* No Foremen or Shifters shall be allowed to perform any work covered by this Agreement or operate any equipment covered by this Agreement, except as provided in the Special Provisions Concerning Foremen Other Than General Foremen, Section 22.00.00.

06.17.00 *Show-Up Time.* When an Employee reports on his shift, or when dispatched and he reports at the agreed time and designated place and there is no work covered by this Agreement provided for him by the Individual Employer, he shall be paid two (2) hours in Areas 1, 2, 3 and 4 at the rate applicable to his classification

at the straight-time hourly or overtime rate applicable on that day as show-up time; or, unless such Employee or applicant was rejected by the Individual Employer in accordance with the provisions of 04.11.00 of the Job Placement Regulations. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours in Areas 1, 2, 3 and 4 pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00.

06.17.01 If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number, including cell phone. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 09.00.00. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

06.18.00 *Minimum Pay Saturday, Sunday or Holiday.* Whenever an Employee is called out to work on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, except in the case of major mechanical breakdown or work suspended due to weather conditions, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two (2) or three (3)-shift job, if Employees are called out to work on the first (1st) shift on a Saturday, Sunday or holiday, the above shall apply, but if any Employees are called out to work on a second (2nd) or third (3rd) shift on Saturday, Sunday or holiday all shift work Employees called out shall be compensated in accordance with either Section 06.06.00 or 06.07.00, as the case may be.

06.19.00 *Call-Back.* In the event an Employee has completed his regular shift and returned to his residence and is called back to perform his overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

06.19.01 *Standby.* When an Employee is required in writing by Supervisor to wait on standby (stays available

through the day) and does not receive a call to report, he shall receive two (2) hours pay at the applicable rate. If Employer makes the call and the Employee is not reached or refuses call out he is not entitled to standby pay.

06.20.00 *Overtime.* The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

06.21.00 *Holidays.* Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

06.21.01 One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

06.21.02 Except for forest fires or floods, the Employee shall cease work at the close of the sixteenth (16th) hour, and any Employee replacing him shall be paid at not less than eight (8) hours at the Employee's applicable rate.

06.21.03 Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

06.21.04 When Employees are employed to service a Craft or Crafts that receive overtime that exceeds Employees' overtime pay working under this Agreement, such Employees shall receive the same overtime of the Craft or Crafts.

06.22.00 *No Restrictions on Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, placement of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

07.00.00 ***MANNING***

07.01.00 The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted

by an Employee covered by this Agreement (Assistant to Engineer, Deckhand or Registered Apprentice).

07.01.01 *Note: Group 1.* Employer and Union shall mutually agree on what work is to be performed under this classification.

07.01.02 Only an Employee covered by this Agreement shall start and warm up equipment and the recognized established practice regarding the classification of Employee used in the starting and warming up of equipment shall not be changed.

07.02.00 *Asphalt Plant Crew.* It is agreed that the Asphalt Plant Crew shall consist of a Plant Engineer and one (1) additional Employee. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the asphalt plant minimum crew shall consist of a Plant Engineer and Oiler. (It is further provided that if any additional assistance is required in the asphalt plant crew, such assistance shall be performed by an Employee covered by this Agreement.)

07.02.01 Where a generator powers an asphalt plant, an additional Engineer is not required.

07.03.00 *Concrete Batch Plants.* On jobsite multiple batch plants (regardless of power) the crew shall consist of two (2) Group 8 Employees.

07.04.00 *Change Rule.* An Employee may be changed between classifications and pieces of equipment

provided any piece of equipment the Employee leaves is not operated except by an Employee covered by this Agreement. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

07.04.01 The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer shall not assign an Operating Engineer to perform the work of an Assistant to Engineer except by mutual agreement between the Union and the Individual Employer. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project.

07.04.02 On building jobs where there is work of less than four (4) hours, the Oiler may operate. Should any assistance be required, it shall be an Employee covered by this Agreement.

07.05.00 *Signals.* The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer.

07.06.00 Any servicing and maintenance of pumps over 500 GPM (except automatic electric pumps), compressors over 185 CFM (except automatic electric

compressors), more than two (2) welding machines, or generators over 100 KW, regardless of size, including automatic electric pumps and automatic electric compressors, shall also be performed by an Employee covered by this Agreement.

07.06.01 On any job or project where an Employee is utilized to operate a Forklift (Group 3), such Employee may be utilized in lieu of one of the Employees otherwise required by Sections 07.07.00 Pumps; 07.07.01 Generators; 07.07.02 Compressors; and 07.07.03 Welding Machines. This Section 07.06.01 shall not apply to the required manning on Compressor Houses.

07.07.00 *Pumps.* Whenever the Individual Employer uses powered pumps (except automatic electric pumps, pumps 750 GPM or less, and water loading pumps), they shall be manned as follows:

- (1) Over four (4) up to and including nine (9): one (1) Engineer required.
- (2) Over nine (9) up to and including sixteen (16): two (2) Engineers required; and thereafter
- (3) for each six (6) additional pumps: one (1) additional Engineer.

07.07.01 *Generators.*

- (1) Generator (single or multiple units), over 250 KW up to and including 600 KW: one (1) Engineer required.

- (2) For each additional 350 KW: one (1) additional Engineer required.
- (3) Manned single units shall not be included in multiple unit count.
- (4) Generator house: one (1) Engineer required.
- (5) Not more than one (1) Engineer required on any single unit.

07.07.02 *Compressors.*

- (1) Building Jobs Only:
 - (a) Compressors single or multiple (except automatic electric compressors), over 750 CFM total capacity: one (1) Engineer required.
 - (b) For each additional 3000 CFM total capacity: one (1) additional Engineer required.
- (2) Other than Building Jobs:
 - (a) Any single unit 800 CFM or over: one (1) Engineer required.
 - (b) On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.
 - (c) Any other combination of compressors (excluding those as named above, and excluding the isolated single unit of 210 CFM

or less), exceeding 750 CFM: one (1) Engineer required; and thereafter, for each additional 3000 CFM: one (1) additional Engineer required.

07.07.03 *Welding Machines.* (Excluding isolated single units.)

- (1) Four (4) or more up to and including eleven (11): one (1) Engineer required.
- (2) Twelve (12) or more up to and including nineteen: two (2) Engineers required.
- (3) Thereafter, for each additional eight (8) welding machines, an additional Engineer required.

07.07.04 On any job or project where an Employee is utilized to operate a Forklift (Group 3), or an Individual Employer employs a Heavy Duty Repairman, such Employee(s) may be utilized in lieu of one of the Employees otherwise required by Sections 07.07.00 Pumps; 07.07.01 Generators; 07.07.02 Compressors; and 07.07.03 Welding Machines. This Section 07.07.04 shall not apply to the required manning on Compressor Houses.

07.07.05 Where there is an Employee employed to operate, service, maintain or repair equipment in the classifications covered by this Agreement on such project, then such Employee shall start, stop, service and maintain not more than six (6) automatic electric pumps before and after his regular shift at the applicable overtime rate.

07.08.00 *Field Survey Work.* The classifications herein referred to shall apply only to Employees covered hereby, regularly employed in field survey work, excluding Individual Employer, executive, administrative or supervisory personnel, professional or office engineer personnel, draftsmen, estimators, timekeepers, messengers, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other Employees in the performance of their duties.

07.08.01 Field survey work shall be that work performed by such Employees in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building construction. “Control points governing construction operations” shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway. On commercial, office, or multistoried buildings, site preparation work in connection with the establishment of control points governing construction operations on locations and elevations of fills, excavations, piles, caisson, and utilities shall be considered to be field survey work.

07.08.02 On all types of heavy, highway and engineering construction, when the Individual Employer is required by Contracting Authority to furnish his own survey service or when the Individual Employer at his

own discretion hires Employees to perform survey work, then in such instances, such work shall come within the classifications set forth in Section 01.00.00.

07.08.03 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

07.08.04 The Union will cooperate with the Individual Employer in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

07.08.05 When an Instrument Man is required by the Individual Employer to work from drawings, plans or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

07.08.06 A party consisting of three (3) or more Employees shall include a Chief of Party.

07.08.07 On a large project using several small parties and having a Chief of Party on the jobsite and in charge of the small parties, each small party shall have an Instrument Man or Chief of Party as one of the members of the small party.

07.08.08 When an Individual Employer, at its discretion, wishes to utilize Employees covered by this Agreement to perform Soils and Materials Testing, such Employee shall be employed in accordance with the applicable classification set forth in Section 01.03.00.

07.09.00 *Warranty and/or Service Work.* The maintenance and repair of equipment done at the site of construction, alteration, painting, repair or demolition of a building, structure or other work shall be performed exclusively by an Employee, or by Employees covered by a collective bargaining agreement with the Union. However, if the Individual Employer has warranty or service work not historically performed by the Employer covering the equipment, work covered by such warranty and/or service may be performed at the jobsite.

07.10.00 *Registered Apprentices.* The wages, rates of pay, hours of labor and the other conditions of employment of Registered Apprentices shall be and are governed entirely by the terms and conditions of this Agreement except as modified in 07.10.01, 07.10.02, and 07.10.03.

07.10.01 The education, training and disciplining of Registered Apprentices shall be governed by the appropriate Joint Apprenticeship and Standards:

(1) Operating Engineers Apprenticeship Committee for Northern Nevada;

07.10.02 The straight-time hourly rate of Operating Engineers Registered Apprentices shall be the following percentage of the Group 8 rate set out in Section 01.00.00:

1st Period Apprentice - 60%
2nd Period Apprentice - 70%

3rd Period Apprentice - 80%

4th Period Apprentice - 90%

07.10.03 All Apprentices entering the program shall be evaluated by the appropriate Joint Apprenticeship Committee to determine whether they shall be a first (1st) Period Apprentice through a fourth (4th) Period Apprentice for Operating Engineers Apprentices, and they shall be paid the appropriate percentages as set forth in 07.10.02. In such determinations the Joint Apprenticeship Committee's decision shall govern.

07.10.04 The Individual Employer may employ one (1) Apprentice for every seven (7) Journeymen.

07.10.05 Any Registered Apprentice absent for two (2) shifts without permission of the appropriate J.A.C. shall be automatically replaced by an unemployed Registered Apprentice, and if none is available, by an applicant.

07.10.06 A Registered Apprentice transferred to a training center for related and other instruction shall be temporarily replaced by an unemployed Registered Apprentice, and if none is available, by an applicant. The replacement's temporary employment shall terminate on the return of the Registered Apprentice from the training center.

07.10.07 When such Registered Apprentice completes the total apprenticeship training, such Registered

Apprentice may return as a Journeyman to any Individual Employer for whom he/she has previously worked, if the Individual Employer so requests him and if no Journeyman is laid off or replaced by the employment of such Employee. The employment of the Journeyman as outlined above, shall be in compliance with the Job Placement Regulations, Section 04.00.00.

07.10.08 In the event a District Representative of the Union determines that an Individual Employer has no Registered Apprentice(s) employed or less than the number required, he shall notify the Employer and the Individual Employer involved, and the appropriate J.A.C. Administrator who shall cause to be dispatched an unemployed Registered Apprentice(s), and if none available an applicant(s) in the number required to bring the Individual Employer into compliance.

07.10.09 A Registered Apprentice may be assigned (subject to the control of the Joint Apprenticeship Committee) to operate equipment or perform work covered by this Agreement, provided that the Registered Apprentice is under the supervision of a Journeyman at all times and shall not perform any work alone where a Journeyman or Journeymen are not present. The utilization of Registered Apprentices to operate equipment or perform work shall be in accordance with the approved Apprenticeship Standards.

07.10.10 In the event there are no Assistant to Engineers or Preferred Classification Employees

registered or available for work in an Assistant to Engineer classification, or Class A Employees registered on the Operator/Assistant to Engineer list, a Registered Apprentice shall be dispatched. However, when so employed, the Registered Apprentice shall receive the applicable Registered Apprentice rate or the applicable Assistant to Engineer rate, whichever is greater; provided, however, a Registered Apprentice being utilized as an Assistant to Engineer is subject to the provisions set forth in Section 04.09.06(b) of the Job Placement Regulations, and such Registered Apprentice shall not be counted as a Registered Apprentice under Section 07.10.04.

07.10.11 *Journeyman Training.* Employees who have:

(1) been while unemployed under this Agreement continuously registered in a Nevada Job Placement Center or other approved Job Placement Center during the previous calendar year (registration during the calendar week following termination shall not break continuous registration) and have not refused four (4) or more dispatches during the previous calendar year and are at the time of application for training registered in a Nevada Job Placement Center; and

(2) earned three hundred fifty (350) hours' pension credits but less than one thousand fifty (1,050) hours' pension credits during the previous calendar year, or year requesting training, shall be eligible for training as follows:

(a) Training shall take place at an approved training center and such training shall be under the direction of the Operating Engineers Joint Apprenticeship Committee. The Individual Employer may submit a proposal for training to the JAC utilizing the following format: Labor costs and insurance to be borne by JAC, equipment and job material costs to be borne by the Individual Employer unless other arrangements are made in writing through the Joint Apprenticeship Committee.

07.10.12 Training shall terminate:

(1) On Friday following the Employee's attaining two hundred forty (240) hours of training, except that the Employee may be allowed to train eighty (80) additional hours on the approval of the Joint Apprenticeship Committee.

(2) A shutdown of all or part of the operations of the training center affecting the Employee's training.

(3) Dispatch by a Job Placement Center to employment under a Collective Bargaining Agreement with the Union.

(4) In the case of a termination under 2 or 3 above, the Employee shall be eligible for further training subject to 1 above.

07.10.13 This training program shall be open at such time as the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees so determine.

07.10.14 Employees applying for training shall be eligible for training on a first come-first trained basis to the extent of the funds made available by the Affirmative Action Trust and that the training facilities are available.

07.10.15 Employees requesting training shall make application at a Northern Nevada Operating Engineers' Job Placement Center.

08.00.00 ***SUPPLEMENTARY WORKING
CONDITIONS***

08.01.00 *Tools.* The Individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman/Welder may keep his tools. If all or any part of a Heavy Duty Repairman's/Welder's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Heavy Duty Repairman/Welder for any such loss from a minimum of one hundred dollars (\$100.00) up to a maximum of fifteen thousand dollars (\$15,000.00). In order to obtain the benefits of this Section, a Heavy Duty Repairman/Welder must provide the Individual Employer with a written inventory of his tools at the time he commences work and an additional written inventory whenever the Heavy Duty Repairman/Welder acquires additional tools.

08.01.01 Heavy Duty Repairmen/Welder shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four inch (24") pipe wrenches, or socket wrenches, and sockets requiring over three-quarter inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Heavy Duty Repairmen/Welder and/or the Registered Apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes nor more than fifteen (15) minutes.

08.02.00 *Transportation.* No Employee covered by this Agreement shall, as a condition of employment, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

08.02.01 When the Individual Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, he shall provide safe and suitable transportation.

08.02.02 When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being

performed, the Individual Employer shall transport the Employees from the parking facility to and from where the work is being performed and such transporting shall be on the Individual Employer's time. This Section shall not apply to work within the city limits of Reno or Sparks.

08.02.03 Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees.

08.02.04 The transportation, by means of its own power, of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

08.03.00 *Facilities.* The Individual Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material and from the elements.

08.03.01 On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Individual Employer.

08.03.02 Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

08.04.00 *Employee Bonds.* No Employee shall be required by Employer or any Individual Employer to deposit a cash bond with the Employer or the Individual Employer or any other person. In the event that a surety

bond is so required, the Employer or the Individual Employer shall pay the premium upon said bond.

09.00.00 *SERVICING OTHER CRAFTS*

09.01.00 Except as otherwise provided in Sections 13.00.00 (Steel Fabricating and Erecting Work) and 14.00.00 (Piledriving), when Operating Engineers are employed to service a craft or crafts listed below shall be covered by and under this Section 09.00.00 (material hoist, house elevators excluded, except when servicing a craft seventy-five percent [75%] of the time), they shall receive the wage scale and working conditions, including travel time and subsistence, of the craft or crafts (welfare, pensions, vacation payments of the craft or crafts excluded), if such wage scale and working conditions, including travel time and subsistence when added together, are in excess of the provisions contained in this Agreement.

1. International Association of Bridge, Structural and Ornamental Iron Workers Union;
2. International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, and Helpers;
3. United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada;
4. International Brotherhood of Electrical Workers (inside).

09.01.01 Assistants to Engineer are excluded from the wage provisions but are entitled to all other working conditions of the craft or crafts (welfare, pensions, and vacation payments of specialty craft or crafts excluded).

09.01.02 Employees on a particular project who are assigned to work with a specialty craft or crafts temporarily shall not be entitled to any of the conditions of the craft or crafts. Temporarily shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

09.01.03 When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a short day or short week, such Employees affected shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

09.01.04 When Employees perform work covered by this Agreement in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

09.01.05 Combination mixer and compressor operator on gunite work shall be classed as servicing a specialty craft or crafts.

10.00.00

ADDITIONAL RESPONSIBILITY

10.01.00 *Payment of Wages.* Each Employee shall be paid his wages in full each week promptly after the close of his shift on payday and on the jobsite. The wages of Employees, who are terminated, shall be due and payable in full at the time of termination. Employees quitting or resigning shall be paid in accordance with the laws of the State of Nevada. Accompanying each payment of wages shall be a separate statement identifying the Individual Employer, and showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

10.01.01 Wages of Employees laid off or discharged shall be due and payable in full at the time of discharge. Employees quitting or resigning shall be paid as soon as possible, but in no case later than three (3) straight-time workdays after proper notification by the Employee to the Individual Employer.

10.01.02 Employees not paid within the appropriate time limit as set forth in 10.01.01 shall be paid eight (8) hours per day at their regular straight-time rate for all waiting time thereafter.

10.02.00 *Work at More Than One Rate.* If more than one (1) straight-time hourly rate is applicable to the work performed by an Employee during his regular shift or on overtime, his pay shall be computed at the straight-time hourly rate, or overtime as the case may be, applicable to the work, equipment, area, location and classification for

the full shift and for all the overtime due in any workday, Saturday, Sunday or holiday.

10.02.01 During the term of this Agreement, should any Employer signatory to the Collective Bargaining Agreement obtain more or less favorable terms or conditions covering similar work with the Union, the Employer may implement the favorable terms and conditions. No Employer shall be required to pay higher wages or be subject to less favorable working conditions than those outlined in this Agreement. Should the Union sign an Employer to terms of an agreement other than this Agreement, the Union shall notify the Employers and their collective bargaining representative in writing within forty-eight (48) hours.

11.00.00 ***SUBSISTENCE & TRAVEL,
RENTED EQUIPMENT***

11.01.00 *Subsistence.* On any job, location or project located more than thirty-five (35) miles from the permanent yard of the Individual Employer, Operating Engineers employed by an Individual Employer who are regularly engaged in the business of renting cranes, truck cranes, hoisting equipment gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall receive in addition to their regular and overtime wages, a daily subsistence as follows:

\$35.00 - Effective 7/1/03

11.01.01 Within thirty (30) days of the execution of this Agreement, any such Individual Employer having more than one (1) yard shall notify the Union, in writing, of the location of his permanent yard or permanent yards. Such locations can be changed once each year by giving written notice to the Union. Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act.

11.01.02 No subsistence shall be paid on any job when the Employee's time starts and ends at the Individual Employer's permanent yard without any break in compensable hours except for meal periods.

11.02.00 *In Lieu of Subsistence.* On jobs on which an Employee does not receive subsistence, the understanding of the undersigned parties is as follows:

11.02.01 An Employee shall not receive travel time or travel expense except under 11.03.01, 11.03.02 and 11.04.00 below.

11.03.00 *Travel Expense.* Where the Employee is transported on the Individual Employer's equipment, travel expense shall not be due.

11.03.01 Travel expense will be paid when moving cranes from yard to job, job to yard, and job to job when crane is not returned to its original starting point that day at the end of the day, and when the Employee receives travel time under 11.04.00.

11.03.02 Travel expense, when due an Employee furnishing his own transportation shall be paid at the rate of twenty-five cents (\$.25) per mile, and the Individual Employer shall also pay bridge, ferry or toll fares involved; provided that no Employee shall be required to furnish the means of transportation as a condition of employment.

11.04.00 *Travel Time.* On any day on which an Employee is required to report to the yard, the Employee's time will start at the yard. On any day on which the Individual Employer requires an Employee to return to the yard and when, absent a pre-arrangement to cover transportation under 11.03.01, an Employee is required to report to the yard on that date, an Employee's time will end at the yard.

11.05.00 *Trailer Site.* It is agreed that a charge of not to exceed three dollars (\$3.00) per day can be made for a trailer site, such charge to include all water, power and sewage.

12.00.00 *FRINGE BENEFITS*

12.01.00 *General Provisions.* The Individual Employer will make the following payments for each hour worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in

which such Employee was employed by such Individual Employer, and an Individual Employer shall be delinquent if such Individual Employer's Report and payment is not received by the bank prior to midnight of the 25th day of that month. All such payments shall be made at Reno, Nevada, at the time and in the manner provided for by the applicable Employer-Union Trust Agreement creating a Trust or, if not a Trust, at the time and in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Agreement and any amendment or amendments thereto which are incorporated by reference herein.

12.02.00 *Health and Welfare and Sick Benefits.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern Nevada according to the following schedule:

\$6.65 per hour — Effective 7/1/09

12.02.01 If at any time during the term of this Agreement the Health and Welfare Trust Fund's reserves fall below twelve (12) months, the Health and Welfare rate may be increased by ten cents (\$.10) per hour and the Vacation and Holiday Pay will be reduced by ten cents (\$.10) per hour.

12.03.00 *Pensioned Health and Welfare.* Each Individual Employer covered by this Agreement shall

pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

\$2.18 per hour — Effective 7/1/11

12.04.00 *Pension.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

Agreed schedule: Plan A - \$.63 per hour/each year – Journeyman

\$7.63 per hour — Effective 7/1/11

\$8.26 per hour — Effective 7/1/12

\$8.89 per hour — Effective 7/1/13

The parties agree that sufficient contributions will be made from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the Pension Board of Trustees pursuant to the Pension Protection Act of 2006 and the Union has selected an option, Schedule A, in the Pension's Funding Improvement Plan. Additional monies required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits. Except as may be otherwise required by law, nothing in this provision obligates Employers to pay any such amounts after the expiration of this Agreement.

12.04.01 Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule for Apprentices:

Agreed schedule: Plan A - \$.34 per hour/each year – Apprentice (1st Period thru 4th Period)

\$4.38 per hour – Effective 7/1/11

\$4.72 per hour - Effective 7/1/12

\$5.06 per hour - Effective 7/1/13

1st Period thru 4th Period - \$4.38 per hour – Effective 7/1/11

1st Period thru 4th Period - \$4.72 per hour – Effective 7/1/12

1st Period thru 4th Period –\$5.06 per hour – Effective 7/1/13

The parties agree that sufficient contributions will be made from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the Pension Board of Trustees pursuant to the Pension Protection Act of 2006 and the Union has selected an option, Schedule A, in the Pension's Funding Improvement Plan. Additional monies required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits. Except as may be otherwise required by law, nothing in this provision obligates Employers to pay any such amounts after the expiration of this Agreement.

12.05.00 *Affirmative Action.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers and Participating Employers Pre-

Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund for Northern Nevada according to the following schedule:

\$.66 per hour - Effective 7/1/04*

*Provided, however, when an Apprentice is employed by an Individual Employer, the Affirmative Action contribution rate shall be two dollars and thirty-one cents (\$2.31) per hour.

12.06.00 *Vacation and Holiday Pay.* Effective July 1, 2012, each Individual Employer covered by this Agreement shall deduct three dollars and eighty-eight cents (\$3.88) for each hour worked from the wage rate of each Employee covered by this Agreement and shall transmit such sums to the Operating Engineers' Trust Fund for Northern Nevada Vacation and Holiday Pay.

12.06.01 Individual Employers shall pay Employees working overtime vacation and holiday pay as specified in Section 12.06.00 Vacation and Holiday Pay for each hour of overtime at one and one half times (1 ½) times the straight time vacation and holiday rate.

12.07.00 Individual Employers shall make such payments at Reno, Nevada, in accordance with and in the manner as provided in the Vacation and Holiday Pay, Section 24.00.00.

12.08.00 *Industry Stabilization Fund (Prevailing Wage Monitoring).* Each Individual Employer shall pay

into a Joint Labor/Management Escrow Fund:

\$.10 per hour - Effective 7/1/03

The money paid into this escrow fund will be used to enforce Prevailing Wage Laws (Davis-Bacon; Nevada Prevailing Wage Law) in the State of Nevada, effective 7/1/95.

12.09.00 *Industry Promotion.* Each Individual Employer covered by this Agreement shall pay into the Nevada Construction Industry Promotion Bureau, Inc., according to the following schedule:

\$.15 per hour - Effective 7/1/03

12.09.01 In the event an Individual Employer specifically excludes the foregoing provision from his Agreement, he shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund for Northern Nevada an amount equal to the amount provided to be paid to the Nevada Construction Industry Promotion Bureau, Inc.

12.09.02 The costs of establishing and maintaining the Nevada Construction Industry Promotion Bureau, Inc., and the Program shall be borne out of contributions to said Bureau.

12.09.03 Neither the Union, the Employer nor any Individual Employer shall be liable or responsible for the

receipt, safekeeping, or disposition of the contributions paid the Bureau, as required by 12.10.00. The Board of Directors of the Bureau and each member thereof, and the Promotion Committee and each member thereof, shall be exonerated, reimbursed and saved harmless out of the funds of the Bureau, individually and collectively, against any and all liabilities and reasonable expenses arising out of or in connection with the administration of the Bureau or the formulation, establishment or administration of any program and except (as to the individual directly involved) for expenses or liabilities arising out of willful misconduct or gross negligence.

12.09.04 Upon request in writing authorized by the Board of Directors of the Bureau, any Individual Employer will permit a certified public accountant to enter upon the premises of such Individual Employer during business hours, at a reasonable time or times, and to examine or copy such books, records, papers or reports of such Individual Employer as may be necessary to determine whether the Individual Employer has made full payment of all sums required to be paid by him or it under 12.10.00.

12.09.05 Payments into the Nevada Construction Industry Promotion Bureau, Inc. shall be due and payable in Reno, Nevada, at such place and in such installments and at such times as the Board of Directors of the Bureau shall from time to time determine. Each payment or installment shall be accompanied by a report in such form as the Board of Directors may from time to time specify.

12.09.06 A Promotion Committee to consist of six (6) members, three (3) to be appointed by the Nevada Chapter of the Associated General Contractors of America, Inc., and three (3) to be appointed by the Union, shall continue in operation, in accordance with the By-Laws of the Bureau, which Committee shall advise the Board of Directors of the Bureau on matters of policy affecting the industry.

12.10.00 *Job Placement Center and Market Area Committee Administration Market Preservation Fund.* Each Individual Employer covered by this Agreement shall pay into the Job Placement Center and Market Area Committee Administration Market Preservation Fund according to the following schedule:

\$.10 per hour — Effective July 1, 1999

12.11.00 *Delinquencies.* It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each Trust by Individual Employers is essential and, based upon prior experience of the parties hereto and in light of the substantial but varied expense incurred in the administration of said Trusts due to delinquencies, the parties agree that it is extremely difficult, if not impracticable to fix the actual expense and damage to each Trust, program and Employee which results from the failure of an Individual Employer to make

the payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust the sum of thirty-five dollars (\$35.00) or twelve percent (12%) of the amount due and unpaid to each such Trust, whichever is the greater, which amount shall become due and payable to each such fund at the principal office of each such Trust (except the Industry Promotion, which shall be due and payable to the Bureau in Reno, Nevada, at such place as the Board of Directors of the Bureau shall from time to time determine), at such place as each such fund has from time to time been determined, upon the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

12.11.01 In addition, if a delinquent Individual Employer agrees to pay its delinquency in installments and fails to make such payments in the amount and at the time and place agreed, it is agreed that the amount of damage to each Trust resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust, the sum of thirty-five dollars (\$35.00), or twelve percent (12%) of the amount due and unpaid to each such Trust, whichever is greater, for each failure to pay in full within the time provided. Such liquidated damages shall become due and payable to each such Trust in Reno, Nevada, at

such place as each such Trust has from time to time been determined, upon the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

12.11.02 If any Individual Employer defaults in the making of such payments and if the Union, or the Trusts, the Plan, or any of them, or both, consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Individual Employer who is in default all reasonable expenses incurred by the Union or the fund or both, in the collection of same, including but not limited to, reasonable attorneys' fees, auditors' and accountants' fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

12.11.03 When a contributing Individual Employer has been assessed liquidated damages and interest for a period of two (2) late months during any twelve (12) consecutive month period, upon the occurrence of the second (2nd) assessment the Individual Employer will promptly be notified (with copies to the Local Union and the Employer) that if said Individual Employer becomes delinquent again and is assessed liquidated damages and interest during any of the succeeding twelve (12) month period, he will be subject to the following rules:

(a) The Individual Employer shall be audited in order to determine compliance with the provisions of this Section 12.00.00 and/or the Trust Fund Documents.

(b) The Individual Employer shall be required to provide the Trust Funds with a cash deposit or bond equal to the sum of the three (3) highest months' contributions made in the immediate preceding twelve (12) month period, or such lesser sum as the Delinquency Committee deems appropriate.

(c) The Individual Employer's due and delinquent date shall be the 15th day of the month.

(d) Once these special rules have been applied to an Individual Employer, they shall remain in effect for at least twelve (12) months. At the end of this period, the Individual Employer may petition the Board to terminate these special rules and release the cash deposit or bond; this may be allowed only if the Individual Employer has been current in his reports and contributions for each and every month during the preceding twelve (12) month period and the Board is otherwise satisfied that there will be no further delinquencies. The foregoing rules shall not actually be applied to any Individual Employer until the Delinquency Committee has been advised at a meeting that they have become applicable (or will become applicable if another delinquency occurs). The Delinquency Committee may then, upon its own motion or upon the Individual Employer's request, waive any of the above rules, in whole or in part, for reasonable cause.

12.12.00 *Security for Payments.* Each Individual Employer delinquent one (1) or more months in making the payments set forth in Section 12.00.00 shall be notified by mail by the Fund Manager of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union.

12.12.01 Each such delinquent Individual Employer shall within five (5) days of the receipt of such notice (Certified Mail) give a satisfactory surety bond in a sum equal to twice the amount of the known or estimated delinquency of such Individual Employer under Section 12.00.00. Such amounts owing are to be determined by the Fund Manager of the various funds. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

12.12.02 All such bonds shall be deposited with the Fund Manager of the various funds and shall be in a form acceptable by the Fund Manager of the various funds.

12.12.03 If the bond must be used to make any payments under Section 12.00.00, the money shall be prorated among the amounts owed by such Individual Employer to the various funds.

12.12.04 If an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, or fails to pay the delinquencies in existence prior to the depositing of the bond, it shall not be a violation of this Agreement so long as such delinquency

continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any Employees of any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Individual Employer and any other labor organization, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

12.12.05 Any Employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

13.00.00 ***STEEL FABRICATING AND
ERECTING WORK***

13.01.00 Manning under this Section 13.00.00 shall be as provided in Section 07.00.00 (MANNING), except tank erection work or structural steel work which shall be manned as provided in this Section 13.00.00 and 01.00.00. Employees performing work in classifications not set forth in Section 01.03.01 shall be considered support Employees, and shall be paid at the wage rates for

the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the main body of this Agreement excluding this Section 13.01.00.

13.01.01 Only Employees manning hoisting equipment working four (4) hours or more in conjunction with a crew or crews consisting of four (4) men or more of the crafts listed below shall be covered by and under this Section 13.00.00:

1. International Association of Bridge, Structural and Ornamental Iron Workers Union
2. International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, and Helpers
3. United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
4. International Brotherhood of Electrical Workers.

13.02.00 *Coverage.* This Section 13.00.00 shall cover and apply only to hoisting work performed and power-operated equipment customarily operated by the Union in conjunction with the crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers; or with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry

of the United States and Canada, or with the International Brotherhood of Electrical Workers.

13.03.00 *Wages, Classifications and Fringe Benefits.*

13.03.01 *Wages and Classifications.* Employees performing work covered by this Section 13.00.00 shall be employed in the classification and at the wage rates set forth in Section 01.03.01 including such additions as may be made in accordance with Section 21.00.00 of this Agreement.

13.03.02 *Fringe Benefits.* Benefits applicable to Employees working under the provisions of this Section shall be the same as those set forth in Section 12.00.00 of this Agreement.

13.04.00 *Working Rules.*

13.04.01 Except as provided hereunder, the Working Rules applicable to this Section 13.00.00 shall be as set forth in 06.00.00 of this Agreement.

13.04.02 *Multiple Shifts.* All two and three-shift work shall be eight (8) hours' pay for seven (7) hours' work; the shifts shall, as far as practicable, be successively continuous, and shall be performed within the limits of a twenty-four-hour period.

13.04.03 *Twenty-four-hour Conditions.* Covered in Section 06.12.00 (Twenty-four-hour Conditions).

13.05.00 *Overtime.*

13.05.01 Employees employed on all work performed under this Section 13.00.00 shall receive time and one-half (1-1/2) for the first two (2) hours over eight (8) up to and including ten (10) hours, Monday through Friday, and time and one-half (1-1/2) for the first eight (8) hours on Saturdays (except where the Operating Engineers is servicing a craft receiving double [2] time, then the Operating Engineer shall receive double [2] time).

Double (2) time shall be paid for all hours over ten (10) Monday through Friday, and over eight (8) hours on Saturdays, Sundays and holidays shall be double (2) time.

13.05.02 *Saturday and Sunday Shift Period.*
Covered in Sections 06.08.00 (Saturday Shift Period) and 06.09.00 (Multiple Shift).

13.05.03 Whenever an Employee is called out to work on a Saturday, Sunday or a holiday he shall be paid at least eight (8) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works, or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and the half-hour. All time worked beyond the first eight (8) consecutive hours on Saturday, Sunday or a holiday shall be reckoned by the hour at the applicable overtime rate.

13.05.04 The provisions of 13.04.03 shall apply to men called out to work on the day shift when the project is on shift work basis; provided, however, should Employees be called out to work a second and/or third shift on a Saturday, Sunday or holiday, then all shift work Employees shall be compensated in accordance with 13.04.02.

13.05.05 When Employees covered by this Section are employed to service another craft or crafts that work a shorter day or shorter week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

13.05.06 When Employees perform work covered by this Section in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

13.06.00 *Reckoning of Time.* The straight time of an Employee shall be reckoned by the shift in the following instances:

13.06.01 During the Employee's first (1st) calendar week of employment.

13.06.02 During the week the work covered by this Section is completed. A break in such work of five (5) or more days excluding Saturdays, Sundays or holidays shall be considered the same as a completion of such work.

13.06.03 If work is shut down by the Contracting Authority; by any Governmental agency having authority to do so; by lack of fuel, power or water; or by reason of strike or if the crew they are servicing does not appear for work when work is available and such fact or facts is or are confirmed by the Contracting Authority in writing.

13.06.04 During the second (2nd) and subsequent weeks of employment for all Employees other than those whose straight time is reckoned by 13.07.00.

13.07.00 *Guaranteed Workweek.* Employee(s) manning hoisting equipment and Employees working as Heavy Duty Repairmen working under the terms of this Section shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid, except in a week in which there is inclement weather, and except as otherwise provided in this Section. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. This guarantee shall not apply to re-bar work or on jobs under fifty (50) tons. In any week in which a holiday set forth in 06.22.00 is observed, the above guarantee shall be reduced to four (4) straight-time days, for which thirty-two (32) hours shall be paid. Any time worked on such holiday shall be in addition

to such thirty-two (32) hours. A break in the continuity of employment of three (3) days or less excluding Saturdays, Sundays or holidays, shall not result in an Employee being returned to a first week of employment status.

13.08.00 *Single Welding Machine.* When there is a single welding machine on the job and no Hoisting Engineer is employed, no Engineer shall be required to operate, maintain and service such single welding machine. When there is a single welding machine on the job and a Hoisting Engineer is employed, such Engineer shall receive one (1) hour additional at the applicable overtime rate of pay for servicing and maintaining such welding machine.

13.09.00 *Master Mechanic.* When the number of Operating Engineers (excluding Oilers) employed by the Individual Employer on a job or project exceeds ten (10), an Operating Engineer Master Mechanic, who may operate equipment in emergencies, shall be employed.

13.09.01 The straight-time rate of the Master Mechanic shall be fifty cents (\$.50) per hour over the rate of the highest classification working under him.

13.10.00 *Servicing Welding Machines or Compressors.* An Operating Engineer shall operate, maintain and service gasoline- or diesel-driven welding machines when the welding is being performed by another craft being supported by the Union.

13.11.00 *Field Survey Work.* On all types of construction, when the Individual Employer is required by the Contracting Authority to furnish his own field survey service or when the Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications herein mentioned.

13.11.01 When an Instrument Man is required by the Individual Employer to work from drawings, plans, or specifications without the direct supervision of a Party Chief he shall be paid at the Chief of Party rate.

13.11.02 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

13.12.00 *Subsistence, Travel Time, Travel Expense.*

13.12.01 *Subsistence.* Employees covered by this Section shall be compensated at the rate of twenty-two dollars (\$22.00) per each workday as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) miles by the shortest normally traveled route from the Employee's "basing point." The Employee's "basing point" shall be the nearest Job Placement Center of the Union servicing such job, provided that when an Employee is transferred to a job or

project his “basing point” shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job Placement Regulations, Addendum A, within thirty (30) workdays by the Individual Employer at another job or project, then the permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee’s “basing point.” Such compensation shall be paid for the duration of the job.

13.12.02 Within thirty (30) days of the execution of this Section any Individual Employer having more than one (1) yard or shop within the area covered by this Section shall notify the Union in writing of which locations are to be deemed “permanent” under the foregoing, and similarly, upon establishing his first such yard or shop. Such locations can be changed once each year by giving written notice to the Union.

13.12.03 It is understood that a day is a workday if the Employee is required by the Individual Employer to report to the jobsite and is prevented from work due to conditions beyond the Individual Employer’s control. (Example: rainy days, or days when steel is not available, etc.)

13.12.04 On Saturday, Sunday and holidays, when work is not performed on these days, no such expenses will be paid, except as provided in 13.12.03.

13.12.05 When a job is of one (1) day's duration and the Employee is paid (or furnished) transportation and is paid his total travel time to and from the yard or shop and the job he shall not, in addition, be paid subsistence.

13.13.00 *Travel Time.* On jobs not subject to 13.12.00, an Employee shall not receive travel time unless he is engaged in equipment transportation. On such jobs, unless transportation is made available to the Employee or the Employee is paid travel expenses for the first and last day, an Employee's time shall begin and end at the yard or shop.

13.13.01 On jobs subject to 13.12.00 (Travel Time) at the rate of thirty-five (35) miles per hour from the Employee's "basing point" to the job shall be paid only for going to the job for the first day of employment there, and for returning from the job on the day employment there terminates; provided that all travel time, except equipment transportation, which by the direction of the Individual Employer is performed during overtime hours, shall be computed at straight time.

13.14.00 *Travel Expense.* Where the Employee is transported to and/or from the job on equipment furnished by the Individual Employer, travel expense shall not be due.

13.14.01 On jobs subject to Section 13.12.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively at the rate of twenty-five cents (\$.25) per mile, and the Individual Employer shall also pay any toll fares involved.

13.15.00 *Payment of Subsistence, Travel Time and Travel Expense.* An Employee shall be paid subsistence, travel time and transportation expense on each separate job; provided that, in the cases of Employees who are “transferred” or “terminated or quit and rehired” by letter in accordance with the Job Placement Regulations, Addendum A, within thirty (30) workdays by the Individual Employer at another job or project, the distances applicable in the case of travel time and travel expense shall be those from the last job to the next (rather than between yard or shop and job).

13.15.01 Travel time and travel pay shall be due “going and returning” only in the case of Employees who work to the completion of the job or who are terminated by the Individual Employer. An Employee who quits the job prior to its completion shall be due neither travel time nor travel expense for “returning.”

13.15.02 Subsistence, travel time, and travel expense shall be paid by separate check, weekly, and the Employee shall be furnished with a sufficient statement thereof.

14.00.00 **PILEDIVING**

14.01.00 *Crew.* Employees working in conjunction with a crew of Piledrivermen on any shift shall be covered by and under the provisions of this Section 14.00.00.

14.01.01 The provisions of this Section 14.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

14.01.02 *Work Covered.* The operation, repair and maintenance of engines and machinery and the operation of deck engines in connection with piledrivers and derrick barges engaged in the following work shall be performed by Employees working under this Agreement:

(1) The driving by steam, electric, hydraulic, drop hammer, bodine hammer, or any other device used, staying, capping, pulling and cutting off of all pre-cast concrete piles, pile jackets, composite piles, cast-in-place piles, and any and all pre-cast structural shapes and units, the setting of which is performed with power equipment or piledriving and setting equipment.

(2) The placing, framing, driving (by steam, hydraulic, electric, drop hammer, bodine hammer or any other device used), fastening, capping and pulling of piling of every kind.

(3) The construction of wharves, decks, trestles, viaducts, bridges and similar structures, up to and including the decks thereof. The construction of substructures of underpasses, subways, overhead crossings, pre-cast bulkheads, and other similar structures where piledriving or other derrick equipment or other power-operated equipment customarily operated by the Union is used. The building of ferry slips, cofferdams, open cribs, caissons, dry docks and marine railways and in the construction and erection of towers, bunkers and other similar structures necessary for the completion of the above-mentioned projects.

(4) The moving and placing of heavy machinery, boilers, tanks, guns and similar masses when and where hoisting and portable equipment is used. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.

(5) The wrecking and dismantling of all structures covered by (1) through (4).

14.01.03 *Wages and Classifications.* Employees performing work covered by this Section 14.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.02 including such additions as may be made in accordance with Section 21.00.00 of this Agreement. Employees performing operation, maintenance and repair of equipment not set forth by classification in Section 01.03.02 shall be considered support Employees,

and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the applicable Sections outside of this Section 14.00.00.

14.01.04 *Fringe Benefits.* Benefits applicable to Employees working under the provisions of this Section 14.00.00 shall be the same as those set forth in Section 12.00.00 of this Agreement.

14.02.00 *Working Rules.* Except as provided hereunder, the Working Rules applicable to this Section 14.00.00 shall be in accordance with Section 06.00.00 of this Agreement.

14.02.01 *Minimum Hours.* The straight time of an Employee shall be reckoned by the shift in the following instances:

- (1) During the Employee's first (1st) calendar week of employment.
- (2) During the week the job is completed.
- (3) If an Employee quits or is discharged for cause.
- (4) If work is shut down by written order of the Contracting Authority.
- (5) If work is shut down by lack of materials.

14.02.02 Employees working with piledriving crews and Employees working as Heavy Duty Repairmen

working on maintenance and/or repair of piledriving equipment shall have their straight-time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid except in a week in which there is inclement weather, and except as otherwise provided in this Section. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours pay at the applicable straight-time rate. In any week in which an overtime holiday falls, the above guarantee shall be reduced to four (4) straight-time days, for which thirty-two (32) hours shall be paid. Any time worked on such holiday shall be in addition to such thirty-two (32) hours. A break in the continuity of employment of three (3) days or less shall not result in an Employee being returned to a first week of employment status.

14.02.03 An Employee whose time is reckoned under this Section 14.02.00 who is late for work, or who is absent from work, shall have his straight-time reduced by the hours he is late or absent.

14.02.04 *Report Pay.* Where an Employee during his first (1st) and last week of employment reports for work on his shift or at the time he is requested to report, and there is no work provided by the Individual Employer, he shall be paid two (2) hours show-up time at the rate

applicable on that date; however, he shall be required to remain on the jobsite for two (2) hours pending abatement of inclement weather unless sent home earlier by the Individual Employer. In the event that work is started, time shall be reckoned as provided in 14.02.01 of this Section. If work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report to work. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number.

14.02.05 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m., Standard Time, at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

14.02.06 *Tide Work.* When an Employee or Employees are called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight-time. In computing time to be paid for under this provision each hour worked before 8:00 a.m. or after 4:30 p.m. shall be considered as being two (2) straight-time hours and each one-half (1/2) hour shall be considered as being one (1) straight-time hour; each hour worked between 8:00 a.m. and 4:30 p.m. shall be considered as being one (1) straight-time hour. The foregoing shall not apply to time worked on Saturdays, Sundays, or holidays.

In the event an Employee or Employees are called out to work tide work on Saturdays, Sundays, or holidays, the overtime rate (double straight-time) shall be paid for each hour worked, and the minimum pay shall be six (6) hours at said overtime rate.

14.02.07 *Overtime.* Employees employed on all work performed under this Section 14.00.00 shall receive double (2) the applicable straight-time rate for all work performed before a shift begins and after it ends, and on Saturdays, Sundays and holidays, except that time and one-half (1-1/2) shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours.

Repair, maintenance and start-up time before a shift begins and after the shift ends and on Saturdays shall be one and one-half (1-1/2) times the applicable straight-time rate. Sundays and holidays shall be double (2) the straight-time rate.

14.02.08 On off-shore work, all time spent in travel from shore shall be portal to portal and compensated at an amount equal to the straight-time rate.

14.03.00 *Subsistence, Travel Time, Travel Expenses.* Subsistence, Travel Time, and Travel Expenses shall be paid in accordance with Sections 13.12.01 and 13.14.01 of this Agreement.

15.00.00 ***SPECIAL WORKING RULES AND
CONDITIONS FOR WORKING
UNDERGROUND***

15.01.00 *Controlling Provisions.* The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

15.02.00 *Underground Rate.* Employees working underground shall receive thirty-five cents (\$.35) per hour in addition to their straight-time hourly wage rate set out in Section 01.00.00 and it shall be the Employee's underground straight-time hourly wage rate. Employees working within shafts, stopes and raises shall receive sixty cents (\$.60) per hour in addition to their straight-time hourly wage rate set out in Section 01.00.00 of this Agreement and it shall be the Employee's underground straight-time hourly wage rate.

15.02.01 The underground straight-time hourly wage shall apply for the full shift and overtime of any Employee performing underground work.

15.03.00 *Shift Work.* When two (2) or three (3) shifts are employed for five (5) or more consecutive days, seven (7) consecutive hours (exclusive of meal period) shall constitute a shift's work for each shift for which eight (8) hours' straight time shall be paid. In all other aspects,

all other terms and provisions of 06.00.00 (Working Rules) shall apply to operations covered by this Section 15.00.00.

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

15.05.00 *Coverage.* These special working rules and conditions for underground work shall cover jobsite work on underground construction, alteration, repair, modification or demolition, including but not limited to tunnels, shafts, tunnel shafts, adits, silos, raises, subways, chambers and underground installations including but not limited to power houses, storage facilities, offices, control centers or surge chambers including the lining of same which fall within the jurisdiction of the Union or require the operation of equipment of the kind or type covered by this Agreement. Where open cutwork is covered over or decked, regardless of the material or materials used, and men are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Agreement.

15.05.01 The manning, running or handling of all boring equipment, mole machines, mining machines,

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

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

15.05.03 Work in the Individual Employer's portal yards and shops; underground survey work such as the placing, setting and adjusting of Laser beams, gyroscope, geodometer, electrotape and all other instruments used to perform the same or similar work including Grade Checkers and Shift Engineers is work and equipment covered by this Agreement.

15.05.04 All work of site preparation, mobilization and installation of plant and equipment and the removal of same or requiring the use of equipment of the type or kind covered by this Agreement.

15.06.00 *Work Outside Tunnel.* After underground work has begun, work outside the tunnel consisting of batch plant crews, hot plant crews, rock, sand and gravel crews, the construction, repair and maintenance of the equipment outside the tunnel, subway, shaft, raise, etc., and the hauling and hoisting of the material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under these underground provisions.

15.07.00 *Batch, Hot Plant Employees.* Employees assigned to batch plant, hot plant and rock, sand and gravel plant operations shall work under the terms and conditions of these underground provisions except when such plant is established in an area to provide material for a project consisting of a tunnel or tunnels, and other outside operations and is providing materials for such outside operation.

15.08.00 *Compensation for Travel Within Tunnel.*

The Individual Employer shall pay Employees covered by this Agreement working underground on a portal-to-portal basis as follows: The hours of employment of such Employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Individual Employer to report for work on his shift and shall end at such portal, except as provided in 15.09.01.

15.09.00 *Change House.* The Individual Employer shall establish and maintain a change house within a reasonable distance of each portal of the underground work. It shall be equipped with showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Individual Employer will reimburse Employees for clothing or personal belongings in an amount up to one hundred fifty dollars (\$150.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company. This shall not apply to short dry tunnels, two hundred feet (200') or less, such as under highways or railroad embankments.

15.09.01 If the change house is located more than one thousand walkable feet (1,000') from the portal, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of Employees who are required to report before

their regular starting time to fire up, grease, or maintain equipment, or are required to report early or remain after their regular shift. These Employees shall be paid at the applicable overtime rate which shall be reckoned by the hour and the half-hour.

15.10.00 *Repair Work.* Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and scrubbers.

15.10.01 All welding and repair of equipment, fan lines, electrical installations, water and air lines, braces, forms, etc., shall be performed by Employees covered by this Agreement.

15.11.00 *Assistance.* When Employees covered by this Agreement require assistance, other Employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Assistants to Engineer, Heavy Duty Repairman Helpers and Registered Apprentices.

15.12.00 *Special Clothing.* The Individual Employer shall furnish rubber clothing, boots, safety hats, safety shoes, or any other special gear required at no expense to the Employees.

15.13.00 *Foremen.* If an Individual Employer employs five (5) or more Employees covered by this Agreement (excluding Signalmen, Compressor Operators,

Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party) on a project or on any one (1) shift, an Operating Engineer Foreman shall be employed who shall have supervision over all Operating Engineers and shall not operate any equipment except as provided in the Special Provisions Concerning Foremen Other Than General Foremen, Section 22.00.00 of this Agreement.

15.14.00 *Heading Manning.* Where more than one heading is being worked (driven, concreted, etc.) and five (5) or more Operating Engineers are employed at each individual heading and portal, there shall be an Operating Engineer Foreman employed at each heading and portal on each shift. However, when more than one heading is being driven from a single adit or portal, only one Operating Engineer Foreman need be employed. It is also agreed that when more than one adit or portal on a tunnel project are within a reasonable distance of each other, it may not be necessary to employ an Operating Engineer Foreman for each heading, but this must be agreed upon at a Pre-Job Conference.

15.15.00 *Supervision.* Supervision shall be assigned to an Operating Engineer when there are more than two (2) and less than five (5) Employees on the project or shift. He may work at the trade or with his tools and he shall receive fifty cents (\$.50) per hour over his regular underground straight-time hourly wage rate.

15.16.00 *Short-Length Tunnels.* It is further understood that on all projects involving a number of short-length tunnels, the Individual Employer shall employ at least one (1) Operating Engineer Foreman who shall not work at the trade or operate equipment, and shall employ additional Operating Engineer Foremen if needed to adequately supervise all Employees covered by this Agreement.

15.17.00 *Minimum Crews.* The minimum crew for the operation of a heading shield, mole or mining machine shall be a Mole or Mining Machine Operator, an Assistant to Engineer and one other Employee. It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Individual Employer and the Union shall agree at the Pre-Job Conference upon the crew size to perform the operation and repair of said equipment.

15.18.00 *Underground Headings.* On underground headings where the operating, repairing or servicing of equipment is performed, the tunnel repairman or other Employees covered by these tunnel provisions shall be utilized.

15.19.00 *Locomotives.* No one other than an Employee covered by this Agreement shall operate a locomotive or powered towing or pulling unit performing a function similar to a locomotive on a tunnel project.

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

15.21.00 *Tunnel Safety.* In the event the Individual Employer requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such requests will be mailed to the Union at the same time such written request is mailed to the Division of Industrial Safety.

16.00.00 ***SAFETY***

16.01.00 *No Limitation of Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required to do any work.

16.02.00 *Cooperation.* The Union shall cooperate with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement, and in carrying out and adhering to all of the applicable State and Federal safety laws. The safety standards and rules contained herein are

minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent safety rules to protect the health and safety of the Employees. It shall be the exclusive responsibility of the Employer to insure compliance with safety standards and rules. It shall be the mutual responsibility of the Individual Employer and the Employee to comply with all safety rules, regulations, laws and safety programs. It shall be the Employer's responsibility for safety training and education.

16.02.01 Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole, not in conflict with the provisions of this Agreement.

Nothing in this Agreement is intended to make the Union liable to anyone in the event that injury or accident occurs.

16.02.02 *Addiction Recovery and Substance Abuse Policy.* The Union, the Employer and Individual Employers have established a joint program which shall enable all parties to deal with drug and/or alcohol abuse problems from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee. Said policy and program is set forth in Exhibit A attached hereto and made a part hereof. The implementation of this policy is not mandatory by any Individual Employer, but once implemented, the program shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

16.03.00 *Unsafe Conditions.* It is further agreed by both parties that too great an emphasis cannot be laid upon the need of safe working conditions. The Individual Employers agree to provide and the Union agrees that Employees shall use the provided health and safety equipment, said equipment to be returned to the Individual Employer upon termination of its use on the project.

16.03.01 No set of health or safety regulations, however, can comprehensibly cover all possible unsafe practices of working; therefore, the Union and the Individual Employer undertake to promote in every way possible the realization of the responsibility of the Employees and the Individual Employer with regard to preventing accidents to himself or to his fellow Employees.

16.03.02 Workmen shall not be required to work on, with, or about unsafe equipment, if such equipment is found unsafe by the Nevada Industrial Commission.

16.04.00 *Wages for Day of Injury.* Employees injured on the job and unable to return to work as a result of such injury shall receive wages for the full day on the day injured. If transportation is required on said day to transport workmen to doctor or hospital, transportation shall be furnished by the Individual Employer.

16.05.00 *Union Notification.* In the event there is a serious injury to an Employee the Union representative or the Job Placement Center servicing the project shall be notified. The Union representative servicing the project

shall furnish the Individual Employer with his home telephone number.

16.06.00 *Safety Inspections.* The Individual Employer's representative and the Union representative will make periodic safety inspections when any of them are of the opinion that an unsafe or detrimental situation exists.

16.07.00 *Safety Meetings.* Recognizing that safety on the job is a primary concern of the Union and the Individual Employer, it is agreed that regular safety meetings shall be attended by the Individual Employer's representative, his Employees and may be attended by a representative of the Union.

16.08.00 *First Aid Equipment.* Adequate first aid equipment shall be maintained and provisions shall be made for the safety of Employees covered by this Agreement on each job by the Individual Employer. The Individual Employer shall arrange for adequate and prompt medical attention in case of injury. This may be accomplished by:

- (a) on-the-job facilities or proper equipment for prompt transportation of injured Employees to a physician, or
- (b) a communication system for contacting a doctor or ambulance or a combination of these that will avoid unnecessary delay in treatment.

16.09.00 *Notices.* The Individual Employer must post the name and address of its doctor and of the Workers' Compensation Insurance carrier on the jobsite.

17.00.00 ***JOB STEWARDS***

17.01.00 *Number of Job Stewards.* The Union may select an Employee on each shift in operation on a job or project to serve as Job Steward. Where the size of the project makes it appropriate, the Union may appoint additional Job Stewards.

17.02.00 *Performance of Duties.* In addition to his regularly assigned work the Job Steward shall be permitted to perform, during working hours, the duties set forth in 17.05.00. The Union agrees that such duties shall be performed as expeditiously as possible and the Individual Employer agrees to allow Job Stewards a reasonable amount of time for the performance of such duties.

17.03.00 *Notification of Appointment and Termination.* The Union shall notify the Individual Employer, or his representative, in writing, of the appointment of Job Steward, and the Individual Employer shall notify the Union of his termination.

17.04.00 *Notification Prior to Layoff.* The Individual Employer shall notify the Job Placement Center servicing the job or project at least twenty-four (24) hours prior to layoff of a Job Steward. This provision shall not

apply to discharges for “just cause,” which will be subject to Sections 04.03.00-04.03.02.

17.05.00 *Duties.* The Job Steward shall be limited to and shall not exceed the following duties and activities:

17.05.01 Check the dispatch of each Employee dispatched under the terms of this Agreement to his Individual Employer before such Employee commences work, or as soon thereafter as practical.

17.05.02 Report to his Business Representative all violations of this Agreement.

17.05.03 Report to his Business Representative any Employee covered by this Agreement who, during his shift, leaves the jobsite without giving the Individual Employer and the Job Steward prior notice.

17.06.00 *Prohibitions.* The Job Steward shall not:

17.06.01 stop the Individual Employer’s work for any reason;

17.06.02 tell any Employee covered by this Agreement that he cannot work on the job.

17.07.00 *Dismissal.* Infraction of either of the two rules set forth in 17.06.00 above shall be cause for immediate dismissal of the Job Steward without any prior notice.

17.08.00 *Reduction in Force.* In a classification in which there is a Job Steward wherein the Job Steward has the abilities to perform work and except as otherwise provided above, the Job Steward shall be the last to be selected for a reduction in force and will be the first recalled for a job which he is qualified to perform.

17.09.00 *Business Representative.* A Business Representative(s) of the Union shall be permitted on all jobs, but shall not interfere with the work.

17.09.01 Provision shall be made by the Individual Employer for the admission of such Business Representative(s) to the jobsite of the Individual Employer at all times and places where work is being performed by the Individual Employer or by any subcontractor of any tier of the Individual Employer.

17.09.02 The Business Representative(s) so admitted shall concern himself only with work, equipment and Employees covered by this Agreement.

18.00.00 ***PROVISIONS CONCERNING
RIGHT TO ARBITRATE***

18.01.00 *Exclusions.* No dispute, complaint or grievance concerning the interpretation, application or compliance with any provision or provisions of Sections 12.00.00, 20.00.00, 21.00.00 and Addendum A is or are arbitrable under this Agreement.

18.02.00 *Inclusions.* All other disputes, complaints and grievances are the subject of arbitration as follows:

18.03.00 *Board of Adjustment.* A Board of Adjustment is hereby created for the settlement of disputes. It shall be composed of a panel selected by the Employer and the Union. Said Board shall organize within five (5) days of the signing of this Agreement, and shall elect a Chairman and shall adopt rules of procedure which shall bind the contracting parties. In the event the parties hereto do not, or have not, mutually agreed upon rules of procedure, the rules of procedure governing a particular matter referred to the Board of Adjustment shall be referred for determination to the five (5) member Board of Adjustment as composed and convened by the procedures provided below. Within twenty-four (24) hours of the time any dispute is referred to it by either party, two (2) representatives from the Union panel and two (2) representatives from the Employer panel shall meet as a Board, with a Chairman and Secretary to consider such dispute. Said Board shall have the power to adjust any differences that may arise regarding the meaning or enforcement of this Agreement. If the Board within twenty-four (24) hours after such meeting cannot agree on any matter referred to it, the members thereof within three (3) days shall choose a fifth (5th) member, who shall have no business or financial connection with either party. In the event said members are unable unanimously to agree upon the identity of said fifth (5th) member within said three (3) day period, the choice shall be made by either party requesting the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the said

fifth (5th) member shall be chosen by each party's striking two (2) names from said list, the arbitrator whose name then remains becoming the said fifth (5th) member. The matter shall then proceed to arbitration before the Board of Adjustment as so composed with all due expedition. In the event either party fails to meet within thirty (30) days of the date the other party requests in writing that the Board of Adjustment be convened, the grievance shall be resolved in favor of the grieving party.

18.04.00 *Decision.* The decision of said Board shall be determined by a majority of its members and shall be rendered within ten (10) days after such submission. Said decision shall be within the scope and terms of this Agreement and shall be final and binding on all parties hereto. Pending such decision work shall be continued in accordance with the provision of this Agreement. The expense of employing said fifth (5th) person shall be borne equally by both parties. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, except in the case of a grievance involving the discharge of an Employee, unless called to the attention of the Employer and the Union within fifteen (15) days after the alleged violation was committed. A grievance involving the discharge of an Employee shall be presented with reasonable promptness, and in no event later than thirty (30) days following the date on which the Employee receives the written notice of discharge.

19.00.00***NO CESSATION OF WORK***

19.01.00 *No Strike - No Lockout.* With respect to any dispute, complaint or grievance arising under the terms and conditions of this Agreement which is subject to arbitration under Section 18.00.00, the Employer and Individual Employer agree that they and each of them will not authorize any lockout, slowdown or stoppage of work and the Union will not authorize any strike, slowdown or stoppage of work.

19.02.00 *Permissible Withdrawal.* The foregoing no-strike, no-lockout provision shall apply to and shall only be of force and effect with respect to or concerning a dispute, complaint or grievance subject to arbitration under Section 18.00.00, and with respect to any disputes, complaints or grievances not subject to arbitration under the provisions of Section 18.00.00, the Union is hereby specifically authorized to withdraw any or all of the Employees of such Individual Employer subject to this Agreement from work covered by this Agreement for such Individual Employer and such withdrawal shall not, so long as such dispute shall continue, be a violation of this Agreement.

19.03.00 *No Loss of Employee Status.* Any Employees withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which

he has been so withdrawn or refused to perform any work; provided, however, nothing in this Section 19.00.00 shall in any way modify or affect the Union's obligation or the provisions of any Trust Agreement or amendment thereof referred to in Section 12.00.00.

19.04.00 *Manning and Hiring Violations.* An Individual Employer who has violated any of the manning provisions or Section 04.00.00 of this Agreement shall pay into the Operating Engineers Pensioned Health and Welfare Trust Fund an amount not to exceed the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%) of the total amount not as a penalty but by way of liquidated damages for the damages suffered by the Union. Such payments shall be for not more than ten (10) days of said violation prior to the notification of the Employer, as provided in Section 18.04.00 (Decision).

19.04.01 In the event there is a dispute between the Employer and the Union over the amount due, said dispute will be settled in accordance with the provisions set forth in Sections 18.03.00 (Board of Adjustment) and 18.04.00 (Decision) and work shall continue in accordance with the provision of Section 19.01.00 (No Strike No Lockout).

19.04.02 If the Individual Employer fails to make any payments determined to be owing pursuant to this Section, the Union shall have the right to withdraw

Employees in accordance with 19.02.00 and 19.03.00 until such payment is made.

20.00.00 ***JURISDICTIONAL DISPUTES***

20.01.00 *No Interference with Work.* There shall be no cessation or interference in any way with any of the work of Employer or of any Individual Employer by reason of jurisdictional disputes between the various Unions affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes shall be settled by the Unions themselves in accordance with the rules of the Building and Construction Trades Department of the AFL-CIO and the Agreement establishing an Impartial Jurisdictional Disputes Arbitration Panel for Settlement of Jurisdictional Disputes in the Building and Construction Industry, as amended, or in the case of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, between the International Union of Operating Engineers and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. The Union, Employer and Individual Employers covered hereby shall be bound by said Agreement establishing said Panel and the settlement of the dispute by such Panel or Labor Unions as the case may be.

20.02.00 *Decision of Impartial Jurisdictional Disputes Panel Arbitrator.* In the event of a jurisdictional

dispute, and the Impartial Jurisdictional Disputes Arbitration Panel awards the work in dispute to the Operating Engineers, the Individual Employer or subcontractor involved shall immediately comply with such decision.

20.02.01 Where the Individual Employer or subcontractor refuses or neglects to comply with the entire provisions of 20.02.00, the Union shall not be deemed to have violated any part of this Agreement for ceasing to perform work on all or any part of the job or project.

20.03.00 The National Joint Board for the Settlement of Jurisdictional Disputes having been abolished, the parties agree that past decisions handed down by the National Joint Board shall continue to apply.

21.00.00 ***ADDITIONAL WORK OR CLASSIFICATIONS***

21.01.00 *New Equipment.* This Agreement contemplates that as and when equipment and other means and methods of operating equipment not presently in use in the area covered by this Agreement is or are about to be introduced on a jobsite, the Employer and the Union shall upon written request by either party meet within thirty (30) working days (with retroactivity to the first [1st] day) to negotiate an appropriate rate, classification and working rule for the equipment's operation and for the other means or methods of operating equipment not presently in use.

21.02.00 *Committee.* Such rate, classification and working rule shall be established at a job conference ten (10) days prior to the time the equipment or means or methods of operating equipment not presently in use are introduced on a jobsite, and if it is not settled at such a conference, the matter may be referred to a standing committee consisting of three (3) representatives each of the Union and the Employer established by the Union and the Employer to conduct such negotiations.

21.02.01 Such committee will meet within ten (10) days after written request of the Individual Employer intending to operate such equipment or use such means or methods of operating equipment not presently in use accompanied by photograph and pertinent catalog or other data on the equipment or means or methods of operating equipment not presently in use and agree to a straight-time hourly wage rate for each classification required and working rule within fifteen (15) days from the date of notice, unless the parties mutually agree to extend the time, which rate and classification and working rule shall be added to and become a part of Section 01.00.00, as of the date of the initial introduction of the equipment or such means or methods of operating equipment not presently in use on a jobsite.

21.02.02 Until such rate or rates, classification or classifications and working rule is established, the Individual Employer may operate the equipment or

use such means or methods of operating equipment not presently in use at a temporary rate or rates, classification or classifications and working rule for thirty (30) calendar days only from the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite, provided that such thirty-calendar-day period may be extended by mutual agreement of the committee provided in 21.02.00. The permanent rate, classification and working rule, when established, will be paid retroactively to the date of the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite.

21.02.03 The foregoing shall also apply when work under air pressure is undertaken or when nuclear devices, Laser beams or other devices for field surveying or to move earth not specifically covered in Section 01.00.00 are used, or to be used.

22.00.00 ***SPECIAL PROVISIONS
CONCERNING FOREMEN OTHER
THAN GENERAL FOREMEN***

22.01.00 *General Provisions.* The provisions of this Section 22.00.00, to the extent they differ from any specific provision of other Sections of this Agreement, shall supersede such provision and this Section 22.00.00, as to such provision, shall control.

22.02.00 *Classified as Supervisors.* Foremen shall not be subject to the Job Placement Regulations of this Agreement except where such Foremen are employed to operate equipment (other than in an on-the-job emergency).

22.03.00 *Foremen and Shifters.* The Individual Employer shall have the right to determine the number of Foremen and Shifters, with the following exceptions:

22.03.01 When the Individual Employer employs seven (7) or more Journeymen Operators on a spread to operate individually manned pieces of earthmoving equipment, including gradesetter classification, shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto, or any combination thereof on any shift, it shall employ a Foreman or Shifter to supervise them.

22.03.02 When three (3) or more Journeymen Operators are employed by an Individual Employer to operate individually manned pieces of earthmoving equipment, including gradesetter classification, shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto or any combination thereof on overtime, the Foreman or Shifter who is in charge of supervising the operation of the equipment during the straight-time hours shall be afforded the opportunity to work overtime including Saturdays, Sundays, and holidays.

22.03.03 When individually manned units of earthmoving equipment, including shovels, which are being operated under this Agreement, are being supervised, the immediate supervision shall be done by a Foreman or Shifter pursuant to this Agreement.

22.04.00 *Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty)*. The Individual Employer shall have the right to determine the number of Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty), with the following exceptions:

22.04.01 When the Individual Employer is employing seven (7) or more Heavy Duty Repairmen, he shall employ a Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) to supervise them.

22.04.02 When seven (7) or more Heavy Duty Repairmen are performing work on an overtime basis, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) who is in charge of the preceding straight-time work shall be afforded the opportunity to work overtime including Saturdays, Sundays and holidays.

22.04.03 When the Individual Employer employs more than two (2) and less than seven (7) Operating Engineers on a spread or shift and no Operating Engineer Foreman is employed to supervise them, in lieu of such supervision, one (1) Operating Engineer shall be a working Leadman and receive the Group 11 wage rate.

22.04.04 *Working Leadman.* When an Individual Employer employs more than two (2) Heavy Duty Repairmen and less than seven (7) Heavy Duty Repairmen on any shift, and if a Heavy Duty Master Mechanic or Heavy Duty Repairman Foreman is not employed on such shift, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his straight-time hourly wage rate shall be that of Group 9, set out in Section 01.00.00, plus seventy-five cents (\$.75) per hour.

22.04.05 No Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) shall work with the tools, except when required in the supervision of his work, and except in an on-the-job emergency; provided, however, in the event a regular Heavy Duty Repairman is absent, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) may work with the tools, provided in such case that prior to such work the appropriate Job Placement Center of the Union has been requested to dispatch a replacement.

22.04.06 Before reporting to work as an Operating Engineer Foreman, an Employee must receive a dispatch.

22.05.00 *Fringe Benefits.* The Individual Employer shall abide by Section 12.00.00 with respect to Foremen, Shifters, Heavy Duty Repairman Foremen, and Master Mechanics (Heavy Duty) in the same manner as applied to all Employees covered by this Agreement.

23.00.00 ***SPECIAL PROVISIONS COVERING
SUPERVISORY PERSONNEL
ABOVE THE RANK OF FOREMAN***

23.01.00 *Fringe Benefits.* The Union and the Employer agree that the Individual Employers covered by this Agreement may cover their supervisory personnel above the rank of Foreman in the Operating Engineers' Health and Welfare Trust Fund for Northern Nevada, Pensioned Operating Engineers' Health and Welfare Trust Fund and Pension Trust Fund for Operating Engineers by paying into the above Trusts set forth in the Master Agreement monthly on the basis of 168 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such Employee in a month; provided, however, the Individual Employer having made one (1) payment on an Employee shall continue to make such payment so long as the Employee is in his employ, above the rank of foreman, and further provided, this offer of participation in the various Trusts is only available to Employees who have been members of the International Union of Operating Engineers for ten (10) years last past or if aged less than 45 years a member of the International Union of Operating Engineers, AFL-CIO.

24.00.00 ***VACATION AND HOLIDAY PAY***

24.01.00 *Payments by the Individual Employer.* Each Individual Employer shall pay each Employee, in addition to the Employee's wages listed in Section 01.00.00

the amount provided for in Sections 12.06.00 and 12.06.01 (when applicable). Employees shall be paid vacation and holiday pay based on all paid hours and rates including overtime, shift differential and special rates.

24.01.01 The amount due each Employee covered by this Agreement as provided for in Section 12.06.00 of this Agreement shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer and an Individual Employer shall be delinquent if such Individual Employer's report and payment is not received by the bank prior to midnight of the 25th day of that month. Each Individual Employer shall report the hours and the amounts so paid to the account of each Employee on the same reporting form upon which each Individual Employer reports his payments to the Funds in this Agreement provided and shall make payment to the same bank and Transit Trustee Account. Upon receipt of such payment by the bank and Transit Trustee Account each Individual Employer so reporting and paying shall have no other responsibility or obligation, and shall be fully released from any and all obligations hereunder.

24.01.02 The parties agree that the payments provided in this Section 24.01.00 are in lieu of the Employee's actually taking a vacation.

24.02.00 *Deduction of Taxes.* All taxes due from each Employee including taxes due by reason of payments under this Vacation and Holiday Pay, shall be deducted by each Employee's Individual Employer from each Employee's regular wages and such total tax deductions together with the amount payable under this Vacation and Holiday Pay shall be separately noted on the Employee's paycheck.

24.03.00 *Administration.* Effective July 1, 2012, the administration for Vacation and Holiday Pay shall be by and under separate administrative Agreement with a Contract Manager. The Fund Manager of the Fringe Benefit Trust Funds for Operating Engineers provided in this Agreement shall be the Manager. The Vacation and Holiday Pay Plan as administered prior to July 1, 2010, shall wind up its affairs and terminate as provided and allowed by law.

24.03.01 The Manager shall cause all money paid into the bank to be transferred to a Vacation and Holiday Account not more than thirty (30) days after deposit in the Transit Account. Vacation and Holiday Pay will then be transferred to an account for each employee at the OE3 Federal Credit Union within fifteen (15) days from the monthly close of the Vacation and Holiday Account deposits.

24.03.02 All interest earned while funds are on deposit in the Vacation and Holiday Account shall be used

by the Manager to pay all expenses of every kind or nature incurred in carrying out this Vacation and Holiday Pay practice, including the entrance fee of the Credit Union. The Manager and his agents shall be bonded for the full amount on deposit in the Vacation and Holiday Accounts at all times and such other amount as may be required by law. The cost of such bond or bonds shall be a proper expense of the Manager.

24.03.03 *Payment of Vacation and Holiday Pay to Employees.* Employees may withdraw Vacation and Holiday pay at any time from their Credit Union Account.

24.03.04 *Liability of Individual Employer.* Neither the Employer nor any Individual Employer shall be liable for the payments due from any other Individual Employer or for any of the expenses of administering this process.

24.03.05 *Records.* The Manager will maintain all records necessary to carry out this Vacation and Holiday Pay practice and supply the Operating Engineers Local Union No. 3 Credit Union at all times with the records necessary and proper to enable it to properly and accurately credit each Employee and issue to each Employee shares. The Manager shall comply with all requirements of law and make and file any and all reports required by law. He shall be entitled to act through agents specifically authorized by him in writing who if they handle funds shall be properly bonded.

24.03.06 *Delinquent Accounts.* The Manager shall not be responsible or liable for the collection of delinquent accounts. However, in the event the Manager should desire to do so he is empowered to do so and any expense thereby incurred shall be a proper expense.

25.00.00 ***CHANGES***

25.01.00 It is hereby understood and agreed that no settlement of any dispute as to the interpretation of this Agreement or the interpretation of any word, phrase, clause, sentence, paragraph or section thereof other than as may be determined through Section 18.00.00, Settlement of Disputes, shall be of any force or effect unless and until it is (a) reduced to writing, (b) signed by the Business Manager of the Union, and (c) the Secretary of the Employer representing the Individual Employer.

26.00.00 ***TERM OF AGREEMENT***

26.01.00 *Employer's Membership.* This Agreement is made for and on behalf of and shall be binding upon the Employer and the Individual Employers as defined in 02.02.00.

26.01.01 The Employer hereto represents that upon the date of the execution of this Agreement the Employer represents its members, Individual Employers as defined in 02.02.00, and that said Individual Employers have duly authorized it to make this Agreement for and on their behalf as parties hereto.

26.01.02 The Employer shall supply the Union with a full, complete and correct list of its members, and will advise the Union monthly of members added or dropped.

26.02.00 *Agreement Binding Upon Parties.* This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

26.03.00 *Effective and Termination Dates.* This Agreement shall be effective July 1, 2012, and shall remain in effect through June 30, 2014, and if the written notice provided by Section 8(d) of the National Labor Relations Act as amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided however, this Agreement may be terminated at any time after June 30, 2014, by either the Union or the Employer giving to the other the written notice provided by Section 8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.

RETIREE WORK PROVISIONS

Recognizing that retired Employees may from time to time wish to return to work on a temporary basis, the Employer and the Union have agreed that said Retiree may return to work on the following basis:

- (1) Retiree is age 62 years or over.
- (2) Does not replace any Employee currently on the payroll of the Individual Employer.
- (3) Is requested to work during the months of April through November of any calendar year.
- (4) There is less than fifteen percent (15%) registered on the out-of-work list in the Job Placement Center servicing the job or project to which the Employee is to be dispatched.
- (5) Retiree is not eligible to register or work in a Preferred Classification.
- (6) A Journeyman shall not be employed as an Assistant to Engineer.
- (7) **VACATION AND HOLIDAY PAY.**
Effective July 1, 2012 - three dollars and eighty-eight cents (\$3.88) per hour, in accordance with Sections 12.06.00, and 12.07.00 of the Master Agreement for Northern Nevada.
- (8) **PENSIONED HEALTH AND WELFARE.**
Each Individual Employer covered by the Retiree

Work Provisions shall pay into the Operating Engineers' Pensioned Health and Welfare Trust Fund according to the following schedule:

Effective July 1, 2012 - the sum of all of the hourly contribution rates set forth in Section 12.00.00 excluding Section 12.06.00 which are in effect on July 1, 2012, less four dollars (\$4.10).

Effective July 1, 2013 - the sum of all of the hourly contribution rates set forth in Section 12.00.00 excluding Section 12.06.00 which are in effect on July 1, 2013, less four dollars and ten cents (\$4.10).

- (9) **AFFIRMATIVE ACTION.** Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective July 1, 2012 —
Two dollars (\$2.00) per hour

Effective July 1, 2013 —
Two dollars (\$2.00) per hour

The contribution rate to the Affirmative Action Trust Fund shall be adjusted whenever the rate paid on Journeymen under Section 12.05.00 is adjusted and shall be adjusted by the same amount as it is under Section 12.05.00.

- (10) **JOB PLACEMENT CENTER.** Each Individual Employer covered by the Retiree Work Provisions shall pay into the Job Placement Center and Market Area Committee Administration Market Preservation Fund according to the following schedule:

Effective July 1, 2012 —
Two dollars and ten cents (\$2.10) per hour

Effective July 1, 2013 —
Two dollars and ten cents (\$2.10) per hour

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____, 2012.

FOR THE EMPLOYER:

NEVADA CHAPTER, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

John Madole, Executive Director

FOR THE UNION:

Russell E. Burns, Business Manager

/s/ Russ Burns

Fred Herschbach, President

/s/ Fred Herschbach

Carl Goff, Vice President

/s/ Carl Goff

James K. Sullivan, Recording-Corresponding Secretary

/s/ James K. Sullivan

Pete Figueiredo, Treasurer

/s/ Pete Figueiredo

Dan Reding, Financial Secretary

/s/ Dan Reding

EXHIBIT “A”
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Individual Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation (“DOT”) Code of Federal Regulation CFR 382 and 49 CFR Part 40 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

II. NOTICE

A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:

ATTN: Contracts Department

Operating Engineers Local Union No. 3

1620 South Loop Road

Alameda, CA 94502

(FAX: [510] 748-7415)

B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory Employees to the same type of testing which is provided herein.

C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Employer does not give such notice.

D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.

E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, an Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury. The Individual Employer and the Union therefore adopt this Policy. The intent of the Policy is threefold:

1. To maintain a safe, drug and alcohol free workplace;
2. To maintain our work force at its maximum effectiveness; and

3. To provide confidential referral to the Assistance & Recovery Program (“ARP”) and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.

B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.

1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.

2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees

and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employer who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential Employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled “confidential.” Employee records related to this Policy shall not be kept in the Employee’s personnel file.

All information from an Employee’s drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from

the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All

specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Saliva Tests. This test may be used as a screening device only. A non-negative saliva test must be confirmed by a SAMHSA compliant split-test.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services (“DHHS”). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer (“MRO”) shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine (“ASAM”) if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers’ Certification Council. The Union shall approve all MRO’s. Upon verification of a positive test result, the MRO shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form “A”). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the

MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the

Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay

the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to

determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained management representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained management representative's observations and conclusions must be confirmed by another trained management representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached).

The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union representative (including a Job Steward) and allow the Employee to consult with a Union representative before the Employee submits to the test, if the Union representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the

time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

D. UNANNOUNCED RANDOM TESTING

An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees

that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug testing program.

E. DOT REGULATED EMPLOYEES

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/ DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive “pre-employment” test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

Employers are required to refer Employees to ARP who test non-negative, refuse, substitute or adulterate. This is required even for pre-employment tests and even when the Employee will be terminated as a result of the rule violation.

F. OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Individual Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Paragraph VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for

the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of

employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Paragraph X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Paragraph X until such Employee has been offered an opportunity to receive treatment and/or counseling.

The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union, and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops and will allow the

Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement.

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

XII. NON DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employer. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

FORM "A"

EMPLOYEE CONSENT AND RELEASE FORM

I, _____, have been directed by my Employer, _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my Employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my Employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phencyclidine, Barbiturates, Methaqualone and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my Employer; and
3. The Medical Review Officer may verify the test and report to my Employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work related accident involving property damage, bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my Employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 CFR Part 40 and my Employer is required to test me under these regulations.

My Employer has advised me that:

1. I have a right to have a Union representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my Employer. By doing so I am not waiving any rights I may have under the Local 3 collective bargaining agreement or any applicable law except as expressly provided for herein. By signing this Consent Form, I am not acknowledging that my Employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 Agreement or any of my Employer's policies which pertain to my employment.

I previously have received a copy of the Policy. My Employer has provided me with a copy of the Policy.

(Employee Signature)

(Employee Name [Please Print])

Witness:

(Witness Signature)

(Witness Name [Please Print])

(Date)

(Date)

(Date)

FORM "B"
INCIDENT REPORT FORM

Employee Involved _____

Date of Incident: _____

Time of Incident _____

Location of Incident _____

Employee's Job Assignment/Position _____

Employee Notified of His/Her Right to Union

Representation: Yes No

Date Notified: _____ Time Notified _____

Witness to Incident: _____

Witness' Observation: _____

Employee's Explanation _____

Employee's Signature: _____ Date: _____

Witness' Signature _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

Date/Time Action Taken: _____

EXHIBIT B
INITIATION FEE CHECK-OFF AUTHORIZATION
Authorization for Check-off of Initiation Fee
OPERATING ENGINEERS LOCAL UNION NO. 3
Northern Nevada

TO: _____

DATE: _____

I, the Undersigned, do hereby direct and authorize you to deduct from my wages the initiation fee of \$_____, the amount certified by Operating Engineers Local Union No. 3, AFL-CIO, to you as a part of membership dues required to establish me as a member in good standing in the Union.

I authorize and direct you to deduct \$_____ from each of my paychecks until the total sum of \$_____ is deducted.

The total amount so deducted is to be turned over to Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, 1290 Corporate Blvd., Reno, Nevada 89502.

This assignment, authorization and direction shall become operative upon execution by me and delivery thereof, and it shall constitute a revocation of any prior assignment in favor of any labor organization hitherto executed by me and delivered by you.

Employee's Signature

Social Security No.

Employer's Copy

Employee's Copy

Local 3's Copy

ADDENDUM A
JOB PLACEMENT REGULATIONS
FOR NORTHERN NEVADA

04.05.00 **GENERAL**

04.05.01 The term *this Agreement* as used herein shall mean the Master Agreement for Northern Nevada.

04.05.02 *Employee.* The term *Employee* as used herein shall mean any person, without regard to age, race, color, religion, sex, national origin, handicap or disability (as provided for in the American with Disabilities Act of 1990):

(a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or

(b) who operates, monitors and controls, maintains, repairs, modifies (subject to Section 07.09.00, Warranty and/ or Service Work, of this Agreement), assembles, erects, or services each or all of them, power-operated equipment, of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and

(c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-

operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, non-working foremen, timekeepers, messengers, guards, confidential employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

04.05.03 When an Individual Employer performs any work covered by the Master Agreement including the operation of equipment of the type or kind used in the performance of work covered by this Agreement, or performs any work covered by the Master Agreement in the Individual Employer's maintenance and repair shop or shops or does field repairs and equipment maintenance, he shall hire Employees to perform such work, including the operation of such equipment in accordance with the provisions of this Agreement; provided, however, that not more than two (2) individually-powered pieces of earthmoving equipment shall be operated by remote control by a single Operator who shall be an Employee covered by this Agreement, and provided further that if the Individual Employer on the date of the execution of this Agreement is in a bona fide collective bargaining relationship with any other labor organization covering shop work, this Section shall have no application to such work.

04.05.04 *Manning and Hiring Violations.* An Individual Employer who has violated any of the manning

provisions or Section 04.00.00 of the Master Agreement shall pay into the Operating Engineers' Pension Trust Fund an amount not to exceed the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%) of the total amount not as a penalty but by way of liquidated damages for the damages suffered by the Union. Such payments shall be for not more than ten (10) days of said violation prior to the notification of the Employer.

04.05.05 When an Individual Employer employs any person in violation of, or not in accordance with, these Job Placement Regulations or manning provisions of this Agreement or either of them, the Individual Employer shall be subject to such penalties as may be determined by a Special Committee.

04.05.06 The Special Committee shall be composed of two (2) members appointed by the Union, and shall have the power and authority to enforce these Job Placement Regulations and to hear and determine any alleged violation thereof by any Individual Employer on complaint of the Union. The Committee shall proceed in accordance with Section 18.03.00 (Board of Adjustment) of this Agreement, and its decision or that of the arbitrator shall be final and binding on all persons and organizations. The penalty imposed on any Individual Employer shall not exceed the wages and fringes lost by reason of the violation and shall be payable to Operating Engineers' Health and Welfare

Trust Fund for Northern Nevada and Operating Engineers' Pension Trust Fund, as may be determined by the Committee or arbitrator as the case may be.

04.05.07 The Individual Employer shall secure all Employees used in the performance of work covered by this Agreement including the operation of the type and kind of equipment used in the performance of such work through the Job Placement Centers of the Union subject to the limitations, exclusions and inclusions in Section 02.04.00 (Employee) of the Master Agreement, and such Job Placement Centers shall dispatch in accordance with the classifications in Section 01.00.00 (Wage Scales and Classifications) of the Master Agreement.

04.05.08 This Section intentionally not used.

04.05.09 Satisfactory and competent men/women will be furnished in accordance with the provisions of this Agreement within forty-eight (48) hours (not including Saturdays, Sundays and holidays) of the time they are requested if they are available, and in the event they cannot be or are not furnished within such period, the Individual Employer may employ any person but shall arrange for a dispatch to be obtained for him/her from a Job Placement Center of the Union within twenty-four (24) hours of the commencement of such employment and such dispatch shall upon request be issued to the Employee(s).

04.05.10 In the event that the Job Placement Center servicing a job or project is unable to fill an order

for an Assistant to Engineer from its lists when received, the Individual Employer shall be notified, the forty-eight (48) hours shall not commence to run, and the Job Placement Center shall attempt to fill the order from the lists in other Job Placement Centers, contacting the nearest of such other Job Placement Centers first and the most remote last.

04.05.11 Any individual who owns his own equipment who performs on-site work for the Individual Employer in those classifications named in Section 01.00.00 (Wage Scales and Classifications) of this Agreement and any appendices attached hereto shall be on the payroll of the Individual Employer.

04.05.12 *MINIMUM QUALIFICATIONS*

A. (1) Individuals desiring to register on the A, B or C List who have not been employed by Individual Employers, within the jurisdiction of Local 3, for at least five hundred (500) hours in the prior thirty-six (36) months, effective July 1, 2008 shall be required to take a minimum qualifications test administered by the Joint Apprenticeship Committee, for each piece of equipment for which they want to register. Once passing such minimum qualifications test for a particular classification, no additional test need be taken for that classification unless the individual has been deemed by Individual Employer(s) to be unqualified to work in that classification. An individual who fails to pass the minimum qualifications test for a particular classification shall not be allowed to register in that classification or any

classification in which he/she wishes to register until he/she subsequently passes a minimum qualifications test for that classification or the classification for which he/she is registering. An individual may not take a minimum qualifications test more than once in six (6) months for a particular classification.

A. **(2)** When an Individual Employee successfully accepts three (3) off list dispatches from three different Individual Employers for the same job classification, that person shall not be required to pass the minimum qualifications test for that classification at Nevada Training Center and shall be considered qualified under Section 04.05.12.

A. **(3)** All persons required to take the minimum qualifications test will be required to successfully pass a drug screen performed by a Qualified Substance Abuse Professional at The Nevada Training Center, before taking the minimum qualification test.

A. **(4)** All persons referred for employment by Employer referral shall, at the Employer's discretion, be required to pass a drug screen performed by a Qualified Substance Abuse Professional retained by the Employer, at the Employer's expense.

A. **(5)** The minimum qualifications test is not designed to verify that an individual is a "qualified" Journeyman. Pursuant to Section 04.03.01 of the Master Agreement for Northern Nevada the individual Employer remains the sole judge of the qualifications of its Employees. However, in

lieu of any testing that may otherwise be required under Section 04.05.12, the Individual Employer shall have the option of writing a letter stating that an Employee has been tested by the Individual Employer and is qualified. Such qualification is valid only while employed by that Individual Employer or until the self qualified employee takes and passes the minimum qualifications test administered at the Nevada Training Center. In order to register on the out of work list for any job classifications, including the classification(s) for which an Employer letter exists, the self qualified employee will have to be qualified by the JAC as per Section 04.05.12 A (2).

A. (6) The Job Placement Center shall identify each Self-Qualified Employee. Any such Self-Qualified Employee, who has obtained his initial employment by means of Employer referral, shall only be allowed to register on the out of work list and be dispatched under Section 04.05.09. until he/she has successfully completed a competency test, in the classification that he/she will be dispatched, administered by the JAC and a drug screen administered by a Qualified Substance Abuse Professional at the Nevada Training Center.

A. (7) Travelers may be qualified (exempt from minimum qualification testing) if they present proof of sufficient accrued pension hours within the previous 36 months. At the initial time of registering (each time arriving to the Job Placement Center from their home local) traveler

must present proof of sufficient accrued pension hours (500) within the previous 36 months in order to by-pass the minimum qualification testing. Travelers who present proof will be allowed to register on the out of work list for up to five job classifications in addition to other classifications for which they have specific credentials.

A. **(8)** Members of another local in the International Union of Operating Engineers that transfers into Local 3 may be qualified (exempt from minimum qualification testing) if they present proof of sufficient accrued pension hours (500) within the previous 36 months. After which, they will be given a 12 month grace period where they retain this exemption. If no hours are reported during the 12 month period following the initial transfer-in, then the transferring member will lose the 12 month qualification exemption and will be subject to the minimum qualification requirements when they register on the out of work list after July 1, 2008.

B. Any Individual who has been discharged for being unqualified to perform the work for which he/she was originally dispatched, including Individuals who possess a CCO Certification, regardless of classification, will be subject to the following criteria:

First Non Qualification

The Individual will not be eligible to be dispatched to the employer who wrote the non qualification for one (1) year from the date of dispatch for that job classification only.

The non qualification will be recorded and counted, but will no longer be included in the count after three (3) years.

Second Non Qualification - Same Job Classification

If within one year of receiving the first non qualification the individual receives a second non qualification for the same job classification, the individual will not be eligible to be dispatched to the employer who wrote the non qualification for one (1) year. The individual will not be eligible to register or be dispatched for that job classification until passing a minimum qualifications test administered by the JAC. Once the individual receives a passing score the individual will be eligible to register for that job classification and be dispatched.

Second Non Qualification - Different Job Classification

If within three (3) years of receiving the first non qualification the individual receives a second non qualification for a different job classification the individual will not be eligible to be dispatched to the employer who wrote the non qualification for one (1) year from the date of dispatch for that job classification only. The non qualification will be recorded and counted, but will no longer be included in the count after three (3) years.

Third Non Qualification - Different Job Classification than First and Second

The individual will not be eligible to be dispatched to the employer who wrote the non qualification for one (1) year

from the date of dispatch for that job classification only. The non qualification will be recorded and counted, but will no longer be included in the count after three (3) years.

Fourth Non Qualification

The individual regardless of classifications, shall not be eligible to register in that classification or any classification in which he/she wishes to register until passing a minimum qualifications test for that classification or the classification(s) for which he/she is registering.

C. An individual may not take a minimum qualifications test more than once in six (6) months for a particular classification. The requirement to pass the minimum qualifications test for a particular classification shall be waived for any individual who presents a letter from an Individual Employer that the individual has within the prior twenty-four (24) months proven his or her qualifications by satisfactorily operating in that classification. An Individual Employer may qualify the Employee through the Joint Apprenticeship Committee in those classifications not covered by the Training Center. The minimum qualifications test is not designed to verify that an individual is a “qualified” journeyman. Pursuant to Section 04.03.01 of the Master Agreement, the Employer remains the sole judge of the qualifications of his/her Employees. The Individual Employer may waive the requirement to pass the minimum qualifications test.

04.06.00

EMPLOYMENT CREDITS

04.06.01

For the purpose of these Job Placement Regulations, Employment Credit means three hundred fifty (350) hours of Future Service Pension Credit under the Pension Trust Fund for Operating Engineers by reason of employment in any one or more classifications covered by this Agreement, including, but not limited to those set out in Section 01.00.00 on the type or kind of craft work covered by the Master Agreement.

04.06.02

On-site employment or employment in an Employer's repair and maintenance shop on the type and kind of equipment and work covered by this Agreement, including employment on such work or equipment in the mining industry in the State of Nevada, shall be counted in computing the three hundred fifty (350) hours required for an Employment Credit.

04.06.03

An Employee who has attained "B" status and enters military service shall continue to accrue Employment Credit at the rate of one (1) credit a year for each year of military service, provided he receives an Honorable Discharge. (DD form 214 required)

04.07.00

CLASSIFICATION OF EMPLOYEES

04.07.01

For the purpose of these Job Placement Regulations only, the Employees shall be classified as follows:

04.07.02 A Class A or Class B Employee shall continue to be Class A or Class B Employee subject to the loss or change of such classification in accordance with the provisions hereinafter set out. For an Employee who has not obtained A, B or C hiring status through employment with an Individual Employer signatory to the Master Construction Agreement for Northern Nevada, a testing procedure will be implemented and administered upon approval by the Joint Apprenticeship Committee.

04.07.03 *Class A.* Persons who have earned three (3) or more Employment Credits at any time within thirty-six (36) months immediately preceding registration for employment shall be classified Class A.

04.07.04 *Class B.* Persons who have earned one (1) Employment Credit or more, but less than three (3) Employment Credits at any time within twelve (12) months immediately preceding registration for employment shall be classified Class B.

04.07.05 *Class C.* Persons who do not meet the requirement of either Class A or Class B set out above.

Persons who earn one (1) Employment Credit or three (3) Employment Credits, as the case may be, the transfer from Class C to Class B or from Class B to Class A shall be effective the first day of the month following the month in which the Individual Employer's report on fringe benefits show the required hours.

04.07.06 *Loss of Classification.* Employees shall lose their classification as follows:

04.07.07 *Class A.* A Class A Employee who does not earn one (1) Employment Credit in any period of three (3) consecutive calendar years shall lose his Class A status and shall, on April 1 of the calendar year immediately following the third (3rd) such consecutive calendar year, be classified as a Class B Employee.

04.07.08 *Class B.* A Class B Employee who does not earn at least one (1) Employment Credit in any calendar year shall lose his Class B status and shall, on April 1 of the calendar year immediately following such calendar year, be classified as a Class C Employee.

04.07.09 In each instance, the time limitation in 04.07.03, 04.07.04, 04.07.07 and 04.07.08 will be extended for any period of

- (a) incapacity, (dues paying employee throughout the disability)
- (b) military service, (service withdrawal, honorable discharge)
- (c) full-time paid employment with the Union, Apprentice and Journeyman or other training program, the Operating Engineers Local Union No. 3 Credit Union, or the International Union of Operating Engineers,
- (d) employment with a public agency on the type or kind of craft work covered by this Agreement, or

(e) for any period in which he is transferred by an Individual Employer to a job or project outside Northern California, Northern Nevada, Hawaii, or Utah, and is there employed by such Individual Employer or by a joint venture with which said Individual Employer is associated on the type or kind of craft covered by this Agreement.

04.07.10 If a moratorium is declared in any year as a result of depression-like work levels, Employees with Class “A” or “B” status would not lose said status for the designated moratorium year.

04.08.00 PREFERENCES

04.08.01 The Assistant to Engineer’s preference is limited to Assistant to Engineer and the Operating Engineer’s preference to Operating Engineers and to Assistant to Engineer; provided that an Assistant to Engineer with a preference shall, upon becoming an Operating Engineer, carry his preference with him. For the purposes of these Job Placement Regulations only, the term *Assistant to Engineer* shall include the following classifications: assistant to engineer, fireman, signalman, switchman, brakeman, tar pot fireman, heavy duty repairman helper, partsman (heavy duty repair shop parts room), fireman hot plant, mixer box operator (concrete plant), tar pot fireman (power-agitated), spreader boxman (with screeds), box operator and deckhand. For the purposes of these Job Placement Regulations only, the term *Operating Engineer* shall include all classifications.

04.08.02 All Union Officers and Employees of the Union who are members of the Union and all Employees of Apprentice and Journeyman or other training programs, the Operating Engineers Local Union No. 3 Credit Union, or the International Union of Operating Engineers and all Employees heretofore or hereafter advanced by their Individual Employer to a supervisory position, shall upon returning to the employment of an Individual Employer as an Employee under this Agreement do so with the same preference as if they had continually worked as Employees for Individual Employers.

04.08.03 *Registered Apprentices.* Registered Apprentices, regardless of anything to the contrary, on completing their training under a Joint Apprenticeship Committee and graduating to Journeyman status, on the day following, shall be reclassified as a Class A Employee subject to the loss or change of such classification as in these Job Placement Regulations of this Agreement. An Apprentice graduating to Journeyman may only register and be dispatched in classifications for which he/she has qualified. An Individual Employer may qualify the Employee through the Joint Apprenticeship Committee in the classifications not covered by the Training Center. Notwithstanding any provision of these regulations, said Registered Apprentices shall be eligible for dispatch in accordance with 04.10.02 (c), (5 year letter).

04.08.04 A Registered Apprentice who has not completed an approved apprenticeship program for

Operating Engineers shall not carry their hiring status or be eligible for registration or dispatch in any of the classifications set forth in this Agreement until they have met the following requirements:

(a) Certification by an approved J.A.C. of completion of a prescribed program.

(b) Three (3) years or thereafter from the date an Apprentice's apprenticeship was terminated other than by certification, he may register and be dispatched if he meets the eligibility requirement for Journeymen set forth in the Job Placement Regulations at that time.

04.08.05 *Pre-Job Conference/Key Employees.*

When an Individual Employer needs key men, (including Apprentices, subject to the Apprenticeship Coordinators approval), there shall be a pre-job conference at which the classifications to be filled by such Employees and the number of Employees in each classification, and the times of the commencement of their employment or the operational stages of the job or project at which their employment shall commence, shall be determined. Thereafter, upon written request of an Individual Employer, signed by the authorized representative of the Individual Employer on a job or project, and delivered to the Job Placement Center servicing such job or project stating that such Individual Employer desires that a named person or persons be dispatched in a classification or classifications agreed to at such pre-job conference, such person or persons shall be dispatched without regard

to the provisions of these Job Placement Regulations, and the Individual Employer shall hire such person or persons dispatched.

04.08.05 (A) Key men in classifications agreed to in a pre-job conference shall be dispatched as requested in accordance with the agreement reached at the pre-job conference. (This Section was moved from 04.10.13) On projects lasting 6 months or longer, Key men who were originally dispatched that return to his/her home local may be replaced through the Job Placement Center with individuals who meet the requirements to perform the original task.

04.08.06 By Memoranda of Understanding between the bargaining representatives of this Agreement and the bargaining representatives of other geographical areas, provision may be made for the transfer of certain key Employees of an Individual Employer on a non-discriminatory basis and the Individual Employer may transfer in accordance with such Memoranda of Understanding. The transferring of Employees and the hiring of key Employees by an Individual Employer signatory to the National Pipeline Agreement or Associated Drill Shaft and Contractors Key Employee Agreement for work performed under said Agreement shall be done according to the provisions of said Agreement.

04.08.07 The Union will maintain appropriate registration facilities at each Job Placement Center for

Employees and applicants for employment to make themselves available for job opportunities. The duration of the validity of the registration of Employees and the applications of applicants may be fixed for each Job Placement Center from time to time by agreement between the collective bargaining representative of the Individual Employer and the Union provided for in 04.16.00 of these Job Placement Regulations, and notice thereof shall be posted as hereinafter provided.

04.08.08 The Union will maintain complete records of the operation of each Job Placement Center and its registration facilities.

04.08.09 The collective bargaining representative of the Employer, through the Business Manager or regularly employed assistants thereafter, shall have access to and the right to inspect any and all of said records during working hours.

04.08.10 In dispatching off-list orders, each Job Placement Center shall first dispatch by Class A, Class B, Registered Apprentices and then Class C Employees who may be unemployed and registered for work in the Job Placement Center and there after by classification under Section 04.08.07 hereof.

04.08.11 *Travelers.* Members of the International Union of Operating Engineers (other Locals) as a condition of employment, are required to check in to the Job Placement Centers of Northern Nevada. Travelers must

possess a current dues card from their home local and pay the required monthly Travel Service Dues rate in accordance with the collective bargaining agreement prior to obtaining a dispatch. The Traveler must be paid current through the month in which he/she last worked prior to checking out. At the time of dispatch, the member will receive a check-out slip. It is the “member’s” responsibility to drop off or mail the check-out slip to the Job Placement Center at the completion of his/her employment.

**04.09.00 *REGULATIONS GOVERNING JOB
PLACEMENT CENTERS***

04.09.01 Each Job Placement Center shall maintain the following lists on which persons not currently employed in the highway, general building and heavy construction industry or on the type or kind of work covered by a collective bargaining agreement with the Union may register for employment at any time during which the Job Placement Center is open.

04.09.02 List A for those who are classified as Class A Employees. Preferred registration on List A shall be permitted with respect to the classifications listed below:

- | | |
|------|----------------------|
| 1481 | Compressor |
| 1511 | Compressors (over 2) |
| 6041 | Pump Operator |
| 6071 | Pumps (over 2) |

8931	Welding Machines (gasoline or diesel)
3131	Generators
2531	Elevator and Material Hoist (1 drum)
4571	Material Hoist (2 or more drums)

04.09.03 An Employee making a Preferred registration shall:

- (a) be ineligible to register and shall not register for work in any classification which is not Preferred; and
- (b) be fifty (50) or more years of age and have had at least ten (10) years of employment or availability for employment in any one or more classifications set out in Section 01.00.00 on the type or kind of craft work covered by this Master Agreement, in Northern California, Northern Nevada, Utah or Hawaii; or
- (c) be a Class A Employee who does not meet such requirements, but who furnishes a doctor's certificate stating such Employee is unable to perform his normal work for a period of six (6) months or more preventing his employment in any classification except one which is Preferred or a Class A Employee who acquired a physical handicap as a result of an accident, shall be permitted to register.

A medical certificate of continued disability may be required in either instance in (c) above.

04.09.04 List B for those who are classified as Class B Employees.

04.09.05 List C for those who are classified as Class C Employees.

04.09.06 Separate lists shall be kept for Assistants to Engineer and for Employees who possess A or B status as an Operating Engineer and who desire to work as Assistant to Engineer. An Assistant to Engineer who possess Class A status is eligible for a five (5) year letter in accordance with 04.10.02 (a) and (b) for employment as an Assistant to Engineer.

(a) Registrations on the Assistant to Engineer lists shall be limited to Employees who possess A or B status as an Assistant to Engineer except a Preferred registrant may register as an “Assistant to Engineer” (Crawler Cranes only) after assembled (not required to rig in or out) under a Collective Bargaining Agreement with the Union.

(b) Preference shall be given to “Assistant to Engineer” lists over Employees who possess Class A or Class B status as an Operating Engineer and desire to work as an Assistant to Engineer

(c) In the event there are no Assistants to Engineer available on the out-of-work list, a Class A, B or C Employee may be dispatched in lieu of an Assistant to Engineer.

(d) When an Individual Employer places an order for an Assistant to Engineer, the following order shall be applicable in filling that request:

1. 5173/5183 Assistant to Engineer/Preferred (paragraph A. above)
2. 9361 Crane Apprentice
3. 9741 Apprentice in lieu of Assistant to Engineer
4. 5161 Operator in lieu of Assistant to Engineer

04.09.07 In the event there are no Assistant to Engineers or Preferred Classification Employees registered or available for work in an Assistant to Engineer classification, a Registered Crane Apprentice shall be dispatched in lieu thereof. However, when so employed, the Registered Apprentice shall receive the applicable Registered Apprentice rate. If there is no Registered Crane Apprentices available for dispatch, a Registered Construction Equipment Operator Apprentice shall be dispatched. Any Registered Apprentice shall receive the applicable Registered Apprentice rate. Provided however, a Registered Apprentice being utilized as an Assistant to Engineer is subject to the provisions set forth in Section 04.10.06 (d) of the Job Placement Regulations.

04.09.08 Any person who while registered for employment in a Job Placement Center accepts employment in the highway, general building and heavy construction industry other than under this Agreement or on the type or kind of work covered by a collective bargaining agreement with the Union shall notify the Job Placement Center of the Union in Reno in writing, phone, fax, or e-mail within forty-

eight (48) hours after such acceptance to strike his/her name from the list or lists on which he is registered. An Employee violating this provision will be subject to 04.09.09, be ineligible to register for a period of thirty (30) days and his/her name shall be stricken from the out- of- work list

04.09.09 Employees or Applicants registering shall set forth their name, Social Security Number, address, telephone number, home area and classification or classifications of work sought and which they are qualified to perform and may change such classification or classifications at any time before being dispatched. An Employee or applicant may change his home area from time to time, but in no event shall an Employee or applicant have more than one (1) home area at any one time. An Employee or applicant for employment may only be registered, as in home area, in one district or sub-district and the Employee must have a home area address and home area telephone (Cell phone) number contact. An Employee or applicant for employment who violates this rule shall on the following week be ineligible to register for a period of thirty (30) days and his name shall be stricken from the out-of-work list.

04.09.10 *Northern Nevada Job Placement Center - Sub Area 2.*

Sub Area 2 is defined as all areas covered by the Northern Nevada Mining and Stripping Agreement.

Sub-Area 1:

Washoe, Lyon, Douglas, Storey, Carson City, Mineral and Churchill Counties and those parts of Nevada within a six (6) -mile radius of the shoreline of Lake Tahoe;

Sub-Area 2:

Washoe, Lyon, Douglas, Storey, Carson City, Mineral and Churchill Counties and those parts of Nevada within a six (6)-mile radius of the shoreline of Lake Tahoe, Humboldt and Pershing Counties, White Pine, Elko, Eureka and Lander Counties.

In dispatching off-list orders to jobs or projects located in Northern Nevada Sub Area 2, shall first dispatch by classifications(s) List A Sub Area 2 - In Area, List A Sub Area 2 - Out of Area, List B Sub Area 2 - In Area, List B Sub Area 2 - Out of Area, Registered Apprentices, List C Sub Area 2 - In Area, List C Sub Area 2 - Out of Area Employees who are registered, available for work and willing to accept a dispatch for employment for work.

Sub-Area 3:

Humboldt and Pershing Counties;

Sub-Area 4:

White Pine, Elko, Eureka and Lander Counties.

04.09.11 In dispatching, each Job Placement Center shall first dispatch:

- (a) those on List A living either permanently or temporarily in the Sub-Area in which the job, or more than fifty percent (50%) of the job, is located, so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;
- (b) thereafter, from List A, the top man on the out-of-work list living either permanently or temporarily in the immediately adjacent Sub-Area(s) so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;
- (c) thereafter, from List A, the top man on the out-of-work list in all other Sub-Areas so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;
- (d) thereafter, from List A, the top man on the out-of-work list in all other areas, regardless of where he lives so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;
- (e) thereafter, those from List B living either permanently or temporarily in the Sub-Area in which the job, or more than fifty percent (50%) of the job, is located, so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(f) thereafter, from List B, the top man on the out-of-work list living either permanently or temporarily in the immediately adjacent Sub-Area(s) so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(g) thereafter, from List B, the top man on the out-of-work list in all other Sub-Areas, so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(h) thereafter, from List B, the top man on the out-of-work list in all other areas regardless of where he lives so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(i) thereafter, from Apprentice List, living either permanently or temporarily in the Sub-Area in which the job, or more than fifty percent (50%) of the job, is located, so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(j) thereafter, from Apprentice List, the top man on the out-of-work list living either permanently or temporarily in the immediately adjacent Sub-Area(s) so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(k) thereafter, from Apprentice List, the top man on the out-of-work list in all other Sub-Areas so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch; and

(l) thereafter, from Apprentice List, the top man on the out-of-work list in all other areas regardless of where he lives so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch.

(m) thereafter, from List C, living either permanently or temporarily in the Sub-Area in which the job, or more than fifty percent (50%) of the job, is located, so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(n) thereafter, from List C, the top man on the out-of-work list living either permanently or temporarily in the immediately adjacent Sub-Area(s) so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch;

(o) thereafter, from List C, the top man on the out-of-work list in all other Sub-Areas so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch; and

(p) thereafter, from List C, the top man on the out-of-work

list in all other areas regardless of where he lives so long as there are any in the classification called for by the Employer who are registered, available for work and willing to accept a dispatch.

04.09.12 The foregoing 04.09.11 is subject to special provisions governing specific Job Placement Centers as agreed to from time to time by the Committee as provided for in 04.09.16 of these Job Placement Regulations.

04.09.13 Subject to 04.09.11 and 04.10.00, all Employees on Lists A, B, Apprentice and C shall be dispatched on a first-in, first-out basis, by classifications, and the name of an Employee so dispatched shall be stricken from the list unless:

- (a) the job to which the Employee is dispatched is a job of short duration, or
- (b) Employee is not put to work because of lack of material or other reasons beyond the control of the Individual Employer to whom dispatched and he notifies the Job Placement Center of such fact not later than noon of the following day.

04.09.14 *Short Duration.* Employment of “Short Duration”, for the purposes of these Regulations only, shall mean employment for less than forty-eight (48) hours, and where the Individual Employer involuntarily terminates the Employee for any reason other than misconduct in connection with the employment constituting just cause for

termination or for non-qualification for the work assigned. Where the Employer determines that the Employee did not qualify to perform the assigned work or the Employee engages in misconduct in connection with the employment constituting “Just Cause” for termination, and terminates the Employee without such employment the equivalent of forty-eight (48) hours of employment, the Employee shall not qualify for “short duration” treatment for purposes of these Regulations. Instead, where the Employer terminates the Employee for non-qualification or just cause misconduct, then the Job Placement Center will place the Employee on the bottom of the out-of-work list. In all cases, the Individual Employer shall provide the Job Placement Center servicing such job or project with, a Recall/Termination slip as required by Section 03.03.00 of the Nevada Master Agreement.

04.09.15 An Employee whose last employment was of “Short duration” shall be restored to his/her original place on the list, or list, on which he/she was registered at the time of their last dispatch, provided he/she notifies the respective Job Placement Center of his/her availability for work not later than noon of the day following the termination of such employment.

04.09.16 Any Employee who refuses to accept three (3) consecutive offers for dispatch shall have his/her registration deleted with a new registration date stamped at the time of the third refusal. This will result in his/her registration falling to the bottom of the list.

04.09.17 This Section intentionally not used.

04.09.18 This Section intentionally not used.

04.09.19 Registration on Lists A and B shall be valid for only eighty-four (84) days (twelve [12] weeks) from the date of registration. An Employee whose name in the interim has not been stricken from the list as provided in other subsections of these Job Placement Regulations may maintain his/her place on the list by successive re-registrations. Such re-registrations must be accomplished on or after the eighty-fourth (84th) day after original re-registration or last re-registration, as the case may be, and each such re-registration shall be valid for an additional eighty-four (84) -day period only from the last date of re-registration. The name of an Employee who fails to exercise this right of re-registration within the time provided herein shall be stricken from the appropriate list effective as of the week following the eighty-fourth (84th) day.

04.09.20 Registration on List C shall be valid for one (1) calendar month only and no such registration shall be carried over to the succeeding month. Any person not dispatched during the calendar month in which he registers shall, if he/she desires, be available for dispatch upon re-registration.

04.09.21 A monthly fee in an amount equal to one-half (1/2) the regular employed dues paid by a member in Parent Local Union No. 3 shall be charged each non-dues-paying or suspended registrant for Operating Engineers

on Lists A, B and C, and a monthly fee of in an amount equal to one-half (1/2) the regular employed dues paid by a member in Parent Local Union No. 3 shall be charged each non-dues-paying registrant for Assistant to Engineer on Lists A and B, upon registration, and in case of List C, re-registration, as his/her fair share of the cost of operating the Job Placement Center. Registrants on List A or B in order to maintain their registration shall, after their first (1st) payment on registration, pay on the first (1st) business day, but not later than the fifth (5th) business day of each succeeding calendar month such fee in order that their registration remain valid. If such payment is not made, the name of the non-paying or suspended registrant shall be stricken from the list at the close of the fifth (5th) business day of the calendar month regardless of the provisions of the first (1st) paragraph of this provision 04.09.21.

04.09.22 Only one (1) such registration fee shall be charged any such registrant in any calendar month. The official receipt for the payment of such registration fee shall be honored by any other Job Placement Center or Centers, where presented that month. Such fees shall be reviewed from time to time and maintained at equitable amounts by the Committee provided for in 04.16.00.

04.10.00 ***WRITTEN REQUESTS***

04.10.01 Regardless of anything in these Regulations to the contrary:

04.10.02 Upon written request of an Individual Employer, signed by a authorized representative of the

Individual Employer on a job or project and delivered to the Job Placement Center servicing such job or project, stating that such Individual Employer desires, on the basis of past satisfactory service in the industry or related industries (i.e. rock, sand and gravel, mining and equipment dealers/shops) or with the Individual Employer that a named Class A Employee, who meets one of the criteria in (a), (b), or (c) of this section of the Job Placement Regulations.

(a) has for the immediately preceding five (5) year period been employed or available for employment in any one (1) or more classifications set out in Section 01.00.00 on the type or kind of craft work covered by this Master Agreement in Northern California, Northern Nevada, Utah, or Hawaii, or

(b) who has been employed by such Individual Employer within the immediately preceding five (5) years, been dispatched in a particular classification to such job or project, such Job Placement Center shall dispatch such Employee in such classification to such job or project, provided such Employee is registered in such Job Placement Center, available for work and willing to accept a dispatch at the time of the receipt of the written request, and provided further, that no Employee shall be laid off or discharged to make room for such named Employee. An Employee shall establish that he has had five (5) years of such employment by any objective criteria (i.e., Pension Credits). The above referenced five (5) year period is not deemed to have been broken as indicated below

(c) a Registered Apprentice upon written request of an Individual Employer, signed by an authorized representative of the Individual Employer on a job or project and delivered to the Job Placement Center servicing such job or project, stating that such Individual Employer desires, on the basis of past services in the industry or related industries (rock, sand and gravel, mining and equipment dealers/shops) or with the Individual Employer that a named registered apprentice who has been employed by such Individual Employer within the immediately preceding five (5) years, been dispatched in a apprentice classification to such job or project, provided such Employee is registered in such Job Placement Center, available for work and willing to accept a dispatch at the time of the receipt of the written requested and provided further, that no Employee shall be laid off or discharged to make room for such named Employee.

- (1) incapacity,
- (2) military service,
- (3) full-time employment with the Union, Apprentice and Journeyman or other training program, the Operating Engineers Local Union No. 3 Credit Union or the International Union of Operating Engineers,
- (4) employment in a supervisory capacity above the rank of foreman with an Individual Employer,
- (5) or for any period during which he is transferred by an Individual Employer to a job or project outside of the

geographical jurisdiction of the Union and is there employed by such Individual Employer or by a joint venture with which said Individual Employer is associated on the type or kind of craft work covered by this Agreement. The above is not applicable to Employees seeking employment in “Preferred” classifications unless the Employee is qualified to register on the “Preferred” registration list, meets the requirements of Section 04.09.03(b), of these Job Placement Regulations, and is eligible for a five (5) year letter for employment.

04.10.03 In the event the named Employee is not registered or not available for work or not willing to accept a dispatch at the time of the receipt of a written request under 04.10.02, the Job Placement Center shall so notify the Individual Employer as soon as possible, and the forty-eight-hour period provided in 04.05.09 shall not commence to run until receipt by the Job Placement Center of either a request for an unnamed Employee by classification or a further request under 04.10.02 for a named Employee who is registered and available for work at the time of the receipt of the written request or a request under 04.10.04. For all purposes of 04.10.02, employment by a joint venture on work for which an Individual Employer party to such joint venture is responsible to such joint venture shall be considered employment by such Individual Employer.

04.10.04 *Special Skills/Agency Requirements.* Upon written request of an Individual Employer, signed by the authorized representative of the Individual Employer on a job or project and delivered to the Job Placement Center

servicing such job or project stating that such Individual Employer desires an Employee in a particular classification, Affirmative Action or Awarding Agency requirement:

(a) a specified number of months or years (not to exceed, however, twenty-four [24] months or two [2] years) experience on a particular type of equipment or

(b) a specified number of months or years (not to exceed, however, twenty-four [24] months or two [2] years) experience on a particular type of work, or both, the Job Placement Center shall contact, if available, the Employees in that classification registered and available for work in the order in which they would be dispatched under 04.09.11 and 04.09.13 and inquire of the Employee as to his experience under (a) and (b), and the Job Placement Center shall dispatch the first (1st) such Employee who advises the Job Placement Center that he has such experience and is willing to accept a dispatch.

(c) if an awarding agency has workforce participation goals for a particular job or project such as race, gender, and/or residency, an Individual Employer working on the job or project may call for a Journeyman and/or registered Apprentice by name or by race, gender or residence, as the case may be. The request shall be in writing and shall be signed by the Individual Employer's authorized representative on the job or project.

04.10.05 In the event no Employee with the requisite experience required in 04.10.04 (a) or (b) is

available, the Individual Employer ordering such Employee shall not be free to hire directly an Employee to operate such piece of equipment or perform such work who has had less experience than the experience called for in the order.

04.10.06 If there is less than fifteen percent (15%) by In-Area Classifications, registered on the out-of-work list from April through November in the Job Placement Center servicing the job or project, an Individual Employer may submit a written request by name for an employee from the A, B or C list. Any requested employee shall not replace an Employee currently on the Individual Employer's payroll. This paragraph was moved from 04.10.04.

04.10.07 It is further provided that regardless of anything in these Regulations to the contrary, upon written request of an Individual Employer, signed by the authorized representative of the Individual Employer on a job or project and delivered to the Job Placement Center servicing such job or project, an "Engineer Helper," as set forth in Group 1 of this Agreement, shall be dispatched to such job or project provided such Employee is registered in the Job Placement Center, available for work, willing to accept a dispatch at the time of the written request, and no Employee is laid off or discharged to make work available for said named Employee.

04.10.08 When an Individual Employer places an order for an Employee in a classification for which Preferred registrations are permitted under 04.09.02, the Job

Placement Center shall endeavor to fill the request in the manner provided in 04.10.04.

04.10.09 Employees who are laid off because a job or project is temporarily shut down because of weather, lack of material or other reasons beyond the control of the Individual Employer, and who do not accept a dispatch to a job other than one to which the short duration rule has applied, shall, on the resumption of the job or project within six (6) calendar months of its being shut down, be dispatched to such job or project as called for by the Individual Employer by name.

04.10.10 *Recall/Termination Slip.* In the event such recalled Employee is on the job without a current dispatch, the Individual Employer shall, on the day such recalled Employee reports on the job or project, notify the Reno Job Placement Center by mail/fax or e-mail a Recall Termination slip supplied by the Job Placement Center, signed by such Individual Employer or such Individual Employer's authorized representative on the job or project, stating that the named Employee was laid off by such Individual Employer within the preceding six (6) consecutive calendar months and that, so far as the Individual Employer knows, the named Employee has not accepted a dispatch to a job or jobs, other than a job or jobs to which the short duration rule applies since the Employee's layoff and in addition, set forth recalled Employee's classification code number and ethnic derivation. The recall slip is to be countersigned by the Employee.

04.10.11 *Good Standing Fund.* Operating Engineers Local 3 Bylaws (Article XXI, Section 1), any Employee on the Good Standing Fund shall forfeit their position on the Job Placement Centers out of work lists, Section 04.09.11 of these Job Placement Regulations provides for Employees to register on the Job Placement Centers out of work list if available for work and willing to accept a dispatch.

04.10.12 Any Employee lawfully withdrawn or lawfully refusing to perform work on any job or project shall have the right, upon termination of the withdrawal or refusal to perform work, to return to active employment on such job or project. If withdrawn, he shall notify the Job Placement Center of the name of the Individual Employer for whom he is returning to work before returning to work.

04.10.13 This Section intentionally not used.

04.10.14 When an Individual Employer rents or leases equipment, a Class A Employee of the lessor operating the equipment may be transferred to the payroll of the lessee, but shall be considered an Employee of the lessor for the purposes of these non-discriminatory Job Placement Procedures and shall have been in the employ of the lessor, or a lessee of the lessor, for the five (5) workdays next preceding the date of the rental of the equipment, and the Job Placement Center servicing the job or project on which such equipment is to be used is notified in writing by the lessee before twelve o'clock noon of the day prior to the first

(1st) day such equipment is to be used on the job or project, and provided further that such Employee's employment by the lessee shall terminate upon the termination of the lease or rental of the equipment, or any replacement thereof, whichever is later.

04.10.15 A Class A Employee or Employees, who has, or have, been on the payroll of the Individual Employer for the five (5) workdays next preceding transfer may be transferred by such Individual Employer to employment on a joint venture job or project to which such Individual Employer is a party, provided that for the purposes of these non-discriminatory Job Placement Procedures such Employee or Employees shall continue to be considered employed by such Individual Employer while employed by such joint venture.

04.10.16 When an order for an Employee in a recognized "Preferred" classification is placed, the Job Placement Center shall first attempt to fill such request with an Employee who has made a "Preferred" registration, contacting such persons in the order provided in 04.09.13. Then, if unable to fill the request with such an Employee, the Job Placement Center will endeavor to fill the request in the manner provided in 04.09.13.

04.11.00 REJECTION OF EMPLOYEES

04.11.01 The Individual Employer may reject any Employee or applicant for employment dispatched by

a Job Placement Center; provided, however, that any such Employee or applicant reporting for work at the agreed time and the designated place and rejected by the Individual Employer shall be entitled to show-up time in the amount provided in Section 06.18.00 (Show-Up Time) of the Master Agreement unless such Employee or applicant is rejected because he reported in a condition unfit for work or because he had been discharged for cause by the Individual Employer within twelve (12) months next preceding the date of such reporting for work, or, if requested under 04.10.04 because he in fact does not have the experience specified in the Individual Employer's request.

***04.12.00 NON-DISCRIMINATORY
OPERATION***

04.12.01 The Union will conduct such registration facilities and operate such Job Placement Centers without discrimination either in favor of or against Employees or applicants for employment or any of them by reason of sex, age, race, color, religion, national origin, handicap or disability or of membership or non-membership in any union, or by reason of acting on behalf of or in opposition to any union. The Union recognizes its obligations and therefore assumes full responsibility to each Employee or applicant for employment for any loss or damage resulting from any such discrimination or other violation of law by the Union. These provisions shall govern over any conflicting provision or requirement of the Constitution of the International Union

of Operating Engineers or of the Constitution, By-Laws, working rules or other rules of the Union, and selection of Employees and applicants for employment for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provision, or any other aspect or obligation of union membership, policies, or requirements of sex, age, race, color, religion, national origin, handicap or disability. The Individual Employer shall not discriminate either in favor of or against Employees or applicants for employment or any of them by reason of sex, race, national origin, color, religion, age, handicap, disability or membership or non-membership in any union, or by reason of acting on behalf of or in opposition to any union. Vietnam Era Veterans Readjustment Assistance Act of 1972.

04.13.00 REPORTING FOR WORK

04.13.01 Upon being dispatched, the Employee or applicant shall proceed to the job at once or within the agreed time. When call is made to a Job Placement Center for men to report to work on the day of request, a reasonable time shall be allowed for men traveling from the Job Placement Center to the jobsite as agreed by the Job Placement Center. In all cases in which an Employee or applicant fails to report to work on the shift to which dispatched, or within the time agreed to, without good cause therefor, or reporting for work on the shift to which dispatched or within the time agreed to, refuses to accept employment and go to work, such Employee or applicant shall, unless he has refused

three (3) prior dispatches, retain his place on the list but shall not be eligible for dispatch for thirty (30) days from the date of the dispatch, and if such Employee or applicant has refused three (3) dispatches, his name shall be placed at the bottom of the list and he shall not be dispatched for thirty (30) days from the date of the dispatch. Where an Employee or applicant is requested by Individual Employer to be dispatched on the day of the request, and the Employee or applicant does report for work that same day, he shall be paid for his full shift if he reports during the first half (1/2) of the shift and works the balance of the shift or for the half-shift if he reports during the second half of the shift and works the balance of the shift.

04.14.00 GRIEVANCE PROCEDURE

04.14.01 Any Employee or applicant for employment aggrieved by the operation of the registration facilities or Job Placement Center of the Union or these Regulations as applied to him has the right to submit his grievance to the Committee provided for in 04.16.00, provided that such submission is made in writing within ten (10) working days after the occurrence of the grievance. The Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the Employee or applicant for employment and upon all other parties hereto.

04.14.02 In the event of a deadlock, either party may request the appointment of a seventh (7th) member who shall have no business or financial connection with either

party. In the event said members are unable unanimously to agree upon the identity of said seventh (7th) member, the choice shall be made by either party requesting the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the said seventh (7th) member shall be chosen by each party striking two (2) names from said list, the arbitrator whose name then remains becomes the said seventh (7th) member. The matter shall then proceed to arbitration before the Committee as so composed with all due expedition. The decision of said Committee shall be determined by a majority of its members and shall be rendered within ten (10) days after such submission. Said decision shall be within the scope and terms of these Job Placement Regulations and shall be final and binding on all parties hereto. Pending such decision, work shall be continued in accordance with the provisions of this Agreement. The expense of employing said seventh (7th) person shall be borne equally by both parties.

04.14.03 Forms for the submission of such grievance shall be available at all times in each Job Placement Center.

04.15.00 ***POSTING OF REGULATIONS***

04.15.01 These Regulations shall be posted on the bulletin board in each Union Job Placement Center and the bulletin boards of the Individual Employers where notices to Employees and applicants for employment are posted.

04.16.00**COMMITTEE**

04.16.01 There shall be a Committee composed of three (3) members appointed by the collective bargaining representative of the Employer and three (3) members appointed by the Union, which Committee shall operate by majority rule and have the authority to make such changes in the Job Placement Procedures as from time to time may be administratively advisable, desirable, or necessary to the end that the foregoing non-discriminatory Job Placement provisions will be operated as efficiently and accurately as possible.

04.16.02 Any Employee or Applicant shall have the right to submit his/her grievance in accordance with 04.14.01 of these Job Placement Regulations. The Employee and Applicant shall be furnished a grievance form to be filed by the District Representative and submitted to the President and the Legal Department of Operating Engineers Local 3. The President shall convene a Committee Hearing in accordance with 04.16.01 of the Job Placement Regulations. The decision rendered by the Committee shall be final and binding.

04.17.00**INTERPRETATION**

04.17.01 Disputes, complaints or grievances concerning the interpretation of any of the provisions of these Job Placement Regulations adopted by the Union at the request of the Employer only, shall be subject to

arbitration by the Committee provided for in 04.16.00, in accordance with the procedures set forth in 04.14.00. In such an arbitration initiated by the Employer, the assumption of responsibility set out in 04.14.00 shall be inoperative as to past periods to the extent that the interpretation established by the arbitration is in conflict with the interpretation contended for by the Union.

04.17.02 The foregoing Job Placement Regulations are not intended to and do not create rights in Individual Employees or persons seeking active employment, but do create rights in the Union enforceable through the Union in accordance with the enforcement provisions of 04.05.04 of these Job Placement Regulations.

04.18.00 **GENERAL SAVING CLAUSE**

04.18.01 It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency. The parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or 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, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

LETTER OF AGREEMENT

This Letter of Agreement is hereto made a part of the Northern Nevada Operating Engineers Local Union No. 3. Job Placement Regulations.

The Nevada Chapter, Associated General Contractors of America, Inc. hereinafter referred to as “AGC” and Operating Engineers Local Union No. 3 hereinafter referred to as “Union,” do hereby agree that pursuant to 8 CFR Part 294 a.2 (b) (1) (iii), the Union, through its Job Placement Centers hereinafter referred to as “JPC or JPCs,” shall act as agent for those Individual Employers for whom AGC holds power of attorney and who choose to be bound to this Letter of Agreement regarding verification of employment eligibility under the final Immigration and Naturalization Service (I.N.S.) regulation adopted pursuant to the Immigration Reform and Control Act of 1986, hereinafter referred to as “I.R.C.A..”

The Union agrees to hold harmless, defend and indemnify any Individual Employer and/or AGC from any and all claims and liability or claims of liability of any kind, including, but not limited to attorney’s fees, arising out of the JPCs’ verification of employment eligibility when any JPC, through its duly authorized representative(s), has indicated in writing to the Employer that the employment eligibility of a particular Employee covered by the Northern Nevada Master Labor Agreement has been verified pursuant to I.R.C.A. All required records shall be retained by the JPC

pursuant to I.R.C.A. and shall be available to an Individual Employer for its information and use.

Any Individual Employer shall have the option, upon notification to the appropriate JPC, to perform the required verification process directly. In such event the terms of the Agreement shall not apply to that Individual Employer.

Upon notification by either party to the other or a determination by a court of law and/or the I.N.S. that this Agreement in whole or in part is improper, illegal and/or unenforceable, said notice and/or determination shall serve to terminate this Agreement immediately. Should this Agreement or any part thereof be found to be unenforceable or illegal the parties shall meet to address said issues and attempt correction of any defects within thirty (30) calendar days from said notification.

In the event this Agreement is terminated, copies of all pertinent records required by Individual Employers for compliance with I.R.C.A. shall be provided by the appropriate JPCs.

ADDENDUM B
2012-2014
PRIVATE WORK AGREEMENT
FOR NORTHERN NEVADA

By and between_____, hereinafter referred to as the “Employer,” and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the “Union.”

(1) This Agreement shall apply to and cover all work as defined herein performed within Northern Nevada as defined in Section 02.07.00 (Coverage) of the Master Agreement for Northern Nevada between the Union and Nevada Chapter, Associated General Contractors of America, Inc. (the “Master Agreement”) (all of the State of Nevada above the Northerly boundaries of Esmeralda, Nye and Lincoln Counties). All work the Employer performs which is covered by the Master Agreement and is not covered by this Agreement shall be covered by the Master Agreement or the Union’s Independent Construction Agreement for Northern Nevada (“Short Form”), whichever the Employer has executed. If the Employer is not signatory to the Master Agreement or the Short Form at the time it executes this Agreement, it shall become bound to the Short Form by executing this Agreement.

(2) The rates set forth in this Agreement shall become effective July 1, 2012, for all work, regardless of bid date.

The wage and fringe benefit rate adjustments provided for in this Agreement shall become effective on the dates set forth in this Agreement for all work covered by this Agreement regardless of whether the work is bid before or after the effective date of an increase. The parties agree that the Employer will aggressively bid within the private work market covered by this Agreement. Upon written request from the Union, the Employer shall provide to the Union's District Representative a quarterly report of all private work bid in the previous quarter under the terms of this Agreement and shall indicate in the report those jobs bid and not awarded to the Employer. If the Union determines that the report demonstrates the Employer has not met its obligation to aggressively bid on private work covered by this Agreement, the parties shall meet immediately, and the Employer shall demonstrate that it has met its obligation, or in the alternative, show cause as to why it shall terminate thirty (30) days after the Union serves written termination notice upon the Employer. If the Union serves such notice upon the Employer, the Employer may submit the question of whether the Agreement should be terminated because of the Employer's failure to aggressively bid covered work to an arbitrator who shall be selected and who shall serve pursuant to the Master Agreement. The arbitrator shall issue a bench decision. This Agreement shall remain in effect until the arbitrator issues a decision.

(3) *Coverage*: This Agreement shall be limited to and cover private work except work which is subject to a

prevailing wage law or regulation, which is funded, in part or in whole, by multi-Employer trust funds, and/or is available to Union signatory contractors only.

(4) Wage and fringe benefit rates are set forth in Supplement “A” attached hereto and made a part hereof.

(5) Single shift shall constitute nine (9) consecutive hours (exclusive of meal period) with 9th hour at applicable overtime rate, except on jobs of ten (10) days or less duration at a site. Eight (8) consecutive hours (exclusive of meal period) shall constitute a single shift for those jobs of ten (10) days or less to completion. If the Employer is bidding on a Time and Materials job and wishes to waive the 9-hour day, the Employer will contact the union and request a waiver. If the Union and the Employer agree to a waiver after a survey by the Union of the affected Employees, the union will notify the Employer, in writing, of such agreement. Such agreement will be made prior to the Employer bidding on a Time and Materials Job.

If a job includes a single paving day, that shift may be an eight (8) hour shift. There shall be no transferring of Employees or crews to circumvent the intent of this nine (9) hour shift provision. The regular starting time of the single shift shall be between 5:00 a.m. and 8:00 a .m. Except for paving crews such starting times may be between 5:00 a.m. and 10:00 a.m. Once the starting time is established it may be changed only by agreement between the Union and the Employer, except for the paving crews. The period of

October 1st through April 30th is exempt from the nine (9) hour day provision.

(6) No Employee shall be disciplined or discriminated against for refusing to work under the terms of this Agreement.

(7) All other terms and conditions of the existing Master Agreement not specifically modified or supplemented herein shall apply to any work performed under this Agreement.

Effective and Termination Dates. This Agreement shall be effective July 1, 2012 and shall remain in effect through June 30, 2014, and if the written notice provided by Section 8(d) of the National Labor Relations Act as amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided, however, this Agreement may be terminated at any time after June 30, 2014, by either the Union or the Employer giving to the other the written notice provided by Section 8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.

SUPPLEMENT "A" - Wages

	<u>7/1/12</u>	<u>7/1/13**</u>
GROUP 1	\$19.05	\$19.05
GROUP 1A	20.93	20.93
GROUP 2	21.30	21.30
GROUP 3	21.48	21.48
GROUP 4	21.98	21.98
GROUP 5	22.28	22.28
GROUP 6	22.32	22.32
GROUP 7	22.48	22.48
GROUP 8	22.88	22.88
GROUP 9	23.10	23.10
GROUP 10	23.34	23.34
GROUP 10A	23.47	23.47
GROUP 11	23.64	23.64
GROUP 11A.....	24.75	24.75
FOREMAN.....	24.75	24.75

* Wages do not include Vacation Pay (\$2.85)

** The Union shall allocate the increase to wages and/or fringe benefits.

AREA PAY (FREE AND REMOTE AREA RATES)

Area 1 Pay Scale.....	Free Area
Area 3 Pay Scale.....	\$4.00 per hour
Area 2 Pay Scale.....	\$3.00 per hour
Area 4 Pay Scale.....	\$5.00 per hour

FRINGE BENEFITS

Effective July 1, 2012

Health and Welfare	\$4.95
Pensioned Health and Welfare	2.18
Pension.....	6.71 (\$\$.51 increase)
(Apprentice Pension	3.71) (\$.26 increase)
Vacation & Holiday Pay.....	2.85
Affirmative Action	15
(Apprentices	2.75)
Industry Promotion	15

(Vacation pay for overtime shall be paid at the applicable overtime rate.)

NOTE: In each year of the Agreement, allocation of the increase to adequately fund the Health & Welfare Plan shall continue to be a priority.

FRINGE BENEFITS
Effective July 1, 2013

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Health and Welfare	\$4.95
Pensioned Health and Welfare	2.18
Pension.....	7.22 (\$.51 increase)
(Apprentice Pension	3.97) (\$.26 increase)
Vacation & Holiday Pay	2.85
Affirmative Action	15
(Apprentices.....	2.75)
Industry Promotion	15
(Vacation pay for overtime shall be paid at the applicable overtime rate.)	

NOTE: In each year of the Agreement, allocation of the increase to adequately fund the Health & Welfare Plan shall continue to be a prior

