MASTER LABOR AGREEMENT

BETWEEN

NEVADA CONTRACTORS ASSOCIATION

AND

SOUTHWEST MOUNTAIN STATES REGIONAL COUNCIL OF CARPENTERS AND AFFILIATED LOCAL UNIONS

OF THE

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

SOUTHERN NEVADA

CONSTRUCTION

JULY 1, 2023

THROUGH

JUNE 30, 2027

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THIS AGREEMENT is entered into this first day of July 2023, by and between the Nevada Contractors Association on behalf of its members (hereinafter referred to as "the Employer") and the Southwest Mountain States Regional Council of Carpenters and Affiliated Local Unions, United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "the Union").

SECTION I - RECOGNITION

100. The Employer has satisfied itself that the Union represents a majority of Employees performing work covered by this Agreement and thereby recognizes the Union as the exclusive bargaining representative of all employees of the Employers hereinafter classified over whom the Union has jurisdiction.

101. 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.

102. The 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 in by each Member individually. The Employer shall be and continue to remain liable under this Agreement 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 during the term of this Agreement.

103. The Employer, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and, having been presented with, or having been offered to be presented with, by the Union, proof that the union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grants recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this collective bargaining agreement, pursuant to Section 9(a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

104. Notwithstanding any provision of the Master Labor Agreement or this Agreement, the individual employer agrees that upon a showing by the Union or any of its affiliates a majority of the individual employer's shop employees, if any, have designated the Union and/or any of its affiliates as their representative for collective bargaining purposes, the individual employer shall recognize the Union and/or its affiliates as the collective bargaining representative of its shop employees and shall agree to negotiate all wages, hours, terms and conditions of employment appropriate for their shop. Proof of such majority representation shall be established by the submission of authorization cards to a neutral third person who shall compare the signatures with appropriate employer records. The individual employer shall fully cooperate in such review upon demand by the Union or any of its affiliates. This paragraph does not apply to Employers' storage warehouse or yards.

SECTION II – COVERAGE

200. This Agreement shall provide for the wages, fringe benefits, and conditions of employment for all employees of the Employer within the recognized jurisdiction of Locals 1607, 1977, and 2375 of the United Brotherhood of Carpenters and Joiners of America in the State of Nevada, and portions of Arizona and California. The recognized geographic jurisdiction of Locals 1977 covers Clark, Lincoln, Nye and Esmeralda Counties; Local 1977 Pile Drivers covers Mineral County in addition to the aforementioned four county areas; and Local 1607's jurisdiction applies statewide. Local Unions 1607, 1977 and 2375 shall include Needles, California and Bullhead City, Kingman, Lake Havasu City and Parker in Arizona. (Detailed map provided upon request.) "By becoming signatory to this Agreement, the contractor agrees that when performing work in the State of Nevada and the 12 Southern California Counties, namely, Los Angeles, Orange, San Diego, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono, the contractor shall be bound by and shall perform all work under the terms and conditions contained in the applicable Carpenter Master Labor Agreement."

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

202. Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

203. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, solar energy installations and appurtenances which are incidental thereto, or the installation, operation, maintenance and repair equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Section.

204. The Contractor shall construct all wood panel forms**,** and frame walls to be used on the jobsite for a specific project and such work shall be performed only by carpenters under the terms of this Agreement.

205. Any wood panel forms that are constructed by the carpenters under the provisions of this Agreement may be reused on any jobsite by any Contractor.

206. Any modifications of wood panel forms shall be performed only under the provisions of this Agreement.

207. The provisions of this Agreement shall apply to all standard manufactured commercial brand forms for the placement of concrete where field assembly and disassembly is required. The installation, stripping, and disassembly of forms, which may be reused on any jobsite by any contractor and shoring, will be in accordance with the provisions of this Agreement.

208. This Agreement shall cover all work in connection with Hico and similar type beams including, but not limited to the unloading, carrying, spotting, and stacking the initial delivery, the installation, and stripping and removing of Hico shores.

209. This Agreement shall cover all work in connection with Plywood Decking including, but not limited to, the carrying, stacking, installation, and removal.

210. This Agreement shall cover all work in connection with Beam Sides and Beam Soffits, including, but not limited to the cutting, setting, removal, relocation and stacking of Beam Sides and Soffits, bracing and pads.

211. This Agreement shall cover all concrete form work, including, but not limited to, the fabrication, constructing, placing, erection, rigging and hoisting, stripping and removing of all forms and the operation of the forklift, Leod, Pettibone or mobile equipment to perform all of the above work.

212. This Agreement shall cover all work in connection with precast, prestressed concrete stone or fabricated units, including, but not limited to, lightweight precast, GFRC, Stone Panels (excluding solid Marble and Granite), Dryvit Exterior Insulating Finish Systems, (EFIS) or any other system of panels that is attached to the interior or exterior of any building or structure; any pre-fabricated concrete stone or imitation stone included as part of the exterior wall system; and any prestressed or precast structural framing members, columns, lintels, and beams and metal studs in reference to all the above work. This Agreement shall include theming work utilizing the materials mentioned above. This Agreement shall cover all types of exhibit work traditionally performed by carpenters.

213. The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication whether performed at the jobsite or a panelization compound of any and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or "pop-outs", i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EFIS foam thicknesses and thereby comply with local codes for EFIS curtain walls. Carpenters claim the installation of all mass timber, any other components or system associated with the installation of mass timber regardless of material composition, and any other component or system which serve a structural purpose while also providing a final finished surface composed of wood, drywall, or other Carpenter craft materials.

214. Pre-fabrication of materials outside this agreement is permissible under the following situations:

214.1 Custom or specialty non-linear trims, such as ornate column bases, capitals, medallions, and so forth may be all or partially framed outside this agreement if the framing itself is required to affect the assembly of applicable profiled elements thereon for the purpose of shipment to the jobsite; and also, where EPS (foam) profiles or elements are desirable to compete with more costly exterior elements such as GFRC and FRP.

214.2 Where contractors are bidding against non-union contractors who have access to prefabricated products and such products would make unionized contractors non-competitive and endanger their prospects of successfully competing for a job. In such cases, this waiver shall be processed by the Work Preservation Committee.

215. This Agreement shall cover all work in connection with tilt-up slabs, including but not limited to, benchmarks, lay out, setting of all forms, block outs, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused), rigging, setting, plumbing, and lining, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also, to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift to perform all of the above work.

216. This Agreement shall cover all work in connection with the hoisting of materials, which are to be used by the carpenters including but not limited to the rigging, guiding, and handling.

217. This Agreement shall cover all work in connection with self-supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling. Building, erecting and dismantling of any and all motorized or mechanical mast climbing and swinging stage type scaffolds for multi-craft use. Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the carpenters.

218. This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). All work in connection with modular building systems, including but not limited to, permanent, semi-permanent, or temporary modular structures and tents, aluminum truss systems, modular decking, exhibit structures, all types of permanent or temporary seating, and other tradeshow, special event or modular building systems. Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

219. This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best efforts to ensure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

220. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

221. The carpenters claim installation of metal studs, metal frames, including siding attached thereto, architectural metal and decorative metal panels, shingles, roofing, and plastics used in the performance of carpentry work, operation of the Pettibone and forklift incidental to carpentry work and the use of survey instruments, either optical or electronic. Carpenters assigned to using survey instruments shall receive not less than the rate of pay for his regular classification.

222. The carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipe lines and all open cut and cover construction projects. The carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly, and installation and removal of timber decking.

223. Fences constructed of wood, insulation installation, drywall and lathing work is covered in this Agreement and is considered as bargaining unit work, performed under all the terms and conditions of this Agreement.

224. Drywall work, as defined in the Nevada Drywall Master Agreement, and which is covered in this Agreement and is considered as bargaining unit work, shall be performed under all the terms and conditions of the Nevada Drywall Master Agreement between the Southwest Mountain States Regional Council of Carpenters and the Western Wall and Ceiling Contractors Association or the Painting and Decorating Contractors of America. Provided, however, that a Contractor may perform minor and incidental drywall work under the terms and conditions of this Agreement. As of July 1, 2007, the Contractor or his Drywall subcontractor will pay fringe benefits to the Carpenters Trust Funds detailed in this Agreement and, additionally, to any other Drywall Trust Funds that may be negotiated.

225. All drywall work including, but not limited to: The installation, carrying, transportation, handling, stocking, scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceilings materials regardless of method or manner of installation.

226. All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation,

attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith. Carpenters shall manage all scrap materials associated with their work.

227. No limitation shall be placed on the work covered by this Section by reason of the surface or texture or purpose for which the materials described herein are used, designed, or intended.

228. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, ceiling heat panels, backing boards, plastic or acoustical materials or any material attached to the above described light iron construction is specifically included in the work covered by this Section. This agreement also covers the installation of decorative metal and any type of metal panel.

229. The installation, erection, and construction to include the work of fabrication of all materials to receive a plaster finish, to also include the completing of all light iron construction, furring, making, and erecting of brackets, clips and hangers; metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

230. All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

231. The nailing, tying, cutting, welding, and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

232. The placing, handling, moving and erection of all materials, which fall within the description of work, set forth in this Section. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds or other patented scaffolding.

233. The work covered by this Agreement shall include all types of wood flooring of any size, shape, or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized

components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, handrail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations. In addition to wood flooring, this Agreement shall also cover all types of floor coverings and treatments, including the application of terrazzo and concrete polishing.

234. This Agreement shall cover all work necessary to repair, adjust, or modify Carpenter scope work including any precision demolition associated with such work.

235. The character of such work covered by this Agreement shall be all carpenter work on such construction within the recognized jurisdiction of the United Brotherhood of Carpenters and Joiners of America, including but not limited to plastics and such work in connection with new methods of construction or use of materials innovated during the term of the Agreement. The Union may request a work assignment in writing if it feels there is some danger of a jurisdictional dispute. When requested, an Employer will furnish the Union signed letters on the letterhead of the individual Employer, stating they have employed carpenters on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual Employer has performed with carpenters.

236. This Agreement shall apply to all work performed in the Employer's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project, covered by the terms of this Agreement, and all of the production or fabrication of materials by the Employer for use on the projects will be subject to the terms and conditions of this Agreement.

237. During the term hereof, there shall be no strikes, slowdowns, or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union.

238. The parties hereto agree that, where a jurisdictional problem develops involving Unions not signatory to this Agreement, the representatives of the Union involved will meet with the representatives of the Contractors to resolve the particular problem. Any resolution resulting from such aforementioned meeting between the Unions and the Contractors shall be put into effect immediately.

239. Jurisdictional disputes, which cannot be resolved at the local levels, shall then be referred to the International Unions involved for determination, and the work shall proceed as assigned by the Contractor until such determination by the International Union has been confirmed to the disputing Unions and the Contractors. The intent of this Section is to clarify that jurisdictional issues are not a contractual liability.

240. This Agreement shall apply to the Employer or his subcontractor on any job site operation, under any change of name or association or corporate name or joint venture, and shall be binding upon any person who may have been a principal financially associated with the Employer or subcontractor.

241. COLORADO RIVER REGION, MILLWRIGHTS, PILEDRIVER, LIGHT COMMERCIAL, RESIDENTIAL CONSTRUCTION: The parties hereto have agreed to special working rules for Colorado River Region, millwrights, piledriver, residential and light commercial construction, scaffolding, heavy highway which are contained in the Appendixes “B”, "C", “D", “E", “H”, “I” and “J”.

SECTION III - SUBCONTRACTING

300. If an Employer shall subcontract work as herein defined, provisions shall be made in such subcontract for the observance by said subcontractor of the terms of this Agreement.

JOB REGISTRATION

301. Each Employer and each subcontractor shall notify the Union and the Trust Fund office listed in this Agreement (“Funds”) in writing, on a uniform Job Registration Form available from the Union or the Funds, of the location of each job on which the Employer will be performing work covered by this Agreement and all necessary information required by such form. Each Employer shall provide such information for work it does not subcontract but performs itself. This form is requested but not required of Subcontractors whose project has a dollar value less than $100,000.00 or Employers whose project has a dollar value less than $500,000.00**.** Such form shall be completed and filed with the Union and with the Trust Fund office at least 48 hours prior to the commencement of work. If factors beyond the control of the Employer or subcontractor prevent timely filing of the Job Registration Form, the Employer or subcontractor within forty-eight (48) hours prior to commencement of work, shall so notify the Union and the Funds by e-mail or fax, identify the project, and file the completed Job Registration Form with the Union and the Trust Fund office within forty-eight (48) hours thereafter.

302. In the event an employer takes over the performance of any work covered by the terms of this Agreement for another Employer or subcontractor, the successor Employer or subcontractor shall notify the Funds and the Union in writing of its intent to undertake performance of the work. Such notice shall be given as much time prior to commencing work as possible.

303. To the extent required by state law, the Employer shall be financially responsible for all wages and fringe benefit payments owed to any workmen or any funds established by this Agreement by the Employer’s Subcontractor, or the Subcontractor of a Subcontractor, to any workmen or any Fund contributions required in this Agreement for work performed on the Employer’s job or project, provided there has been an appropriate demand made in writing to recover said wages and fringe benefits. If the Employer has included the delinquent Subcontractor on a duly filed Job Registration Form, a copy of such demand will be furnished to the Employer. If the state law is amended to relieve the Employer of such responsibility, then this Section shall continue to be applicable on the Employer’s responsibility to the extent of any monies remaining due from the Employer to the Subcontractor who is liable for wages or fringe benefit contributions.

304. Prior to implementation of this paragraph, the Union or Trust Fund will make a good faith effort to promptly notify the Employer of any and all delinquencies of the Subcontractor and make a good faith effort to exhaust execution of the Subcontractor’s bond or bonds.

305. The terms and conditions of this Agreement insofar as it affects the individual Employer shall apply to any subcontractor under the control of or working under contract with the individual Employer upon work covered by this Agreement, and said subcontractor with respect to such work shall be considered as the individual Employer. Any subcontractor performing work under the jurisdiction of this Agreement must furnish all materials and equipment for the fabrication and/or installation thereof (except carpenter hand tools) and must compensate carpenters at the wage rates, fringe benefits and working conditions as specified in this Agreement.

306. For purposes of this Agreement, a subcontractor is any person (other than an employee covered by this Agreement), firm, corporation, partnership, limited liability company, or other entity that holds a valid State Contractor's License, wherever required by law, and who agrees under contract in writing with the Employer or in writing with his subcontractors to perform any work covered by this Agreement and who employs workmen as employees to perform services under this Agreement, who agrees in writing to perform for or on behalf of an Employer or other subcontractor any part or portion of the work covered by this Agreement.

307. The Employer and his subcontractors shall refrain from the use of materials, which will tend to cause discord or disturbance on the job site.

308. The terms and conditions set forth in this Section III apply to bargaining unit work only. The Union may withhold or withdraw workers from the Employer or subcontractor for failure to comply with this Section III (301.); only after first (1st) notifying the employer or subcontractor in writing 48 hours before withdrawing workers from the employer or subcontractor.

309. The parties recognize and acknowledge the importance of prompt remedial action to collect delinquent fringe benefit contributions from Employers of Subcontractors who are habitually delinquent in their payments to the Funds and will use their good faith efforts to encourage such action. The parties also recognize the responsibility to file appropriate documents in connection with bankruptcy of any Employer or Subcontractor as part of a prudent effort to collect unpaid wages or fringe benefit contributions.

SECTION IV – APPLICABILITY

400. The parties agree that in the event the Union party hereto shall negotiate different terms and conditions of employment for employees performing job site construction industry work in classifications similar to those set forth in this Agreement in the work and territorial jurisdiction of the Union signatory hereto, no Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in such other construction industry agreements concerning jobsite work within the territorial jurisdiction of this Agreement. This provision shall not be applicable to a maintenance or special project agreement that may be negotiated by the Union with an employer not signatory or bound to this Master Labor Agreement.

SECTION V - WAGE SCALES

500. No employee receiving total compensation (i.e., wages and payments to trust funds for vacation, health and welfare, pensions and subsistence) under an existing agreement between an individual Union and any Employer shall suffer any reduction in such compensation by reason of the execution of this Agreement.

501. WAGE & FRINGE BENEFIT INCREASES

Effective July 1, 2023	**$3.00**	
(Reflected in rates in this Agreement)		
	$2.00	Wages
	$0.08	Supplemental Dues (Per Union By-Laws)
	$0.25	Pension A
	$0.37	Pension B (Annuity)
	$0.25	Health & Welfare
	$0.04	Apprenticeship**
	$0.01	International Training Fund
Effective July 1, 2024	**$ 3.25**	**To be allocated**
Effective July 1, 2025	**$ 3.25**	**To be allocated**
Effective July 1, 2026	**$ 3.50**	**To be allocated**

*** Projected fringe benefit increases subject to annual determination by Trustees in consultation with Association.**

** Effective July 1, 2023, an additional one cent ($0.01) will be added to this increase and earmarked for Robotics. See Appendix "R".

502. WAGE RATES - Effective July 1, 2023

502.1 ZONE #1: Work performed within fifty (50) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

Journeyman Carpenter	**$ 46.54**
Carpenter Welder	+$1.00

502.2 ZONE #2: Work performed outside of the Las Vegas Area Free Zone over fifty (50) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

Journeyman Carpenter	+$5.00
Carpenter Welder	+$1.00

503. Road miles are the most direct route by public road. When a job site is located in more than one (1) zone, all hours worked on that site shall be paid in accordance with the zone rate of the zone in which the preponderance of work is performed.

504. FRINGE BENEFIT RATES

Effective		**July 1, 2023**
Health & Welfare		$8.25
Pension A ($5.91)/Pension B Annuity ($4.37)		$10.28
Vacation ($5.00)/Supplemental Dues ($2.12)*		$7.12
Apprenticeship**		$0.55
Carpenters/Contractor Cooperation Committee		$0.21
Grievance Arbitration/Administration		$0.15
Carpenters International Training Fund		$0.13
	TOTAL	**$26.69**

***The Vacation/Supplemental Dues will be added to the Base Wage, taxed and then deducted from the total taxable wage and sent to the Carpenters Southwest Trust along with the other benefits due. This is an after-tax deduction.**

**Reflects the additional one cent ($0.01) earmarked for Robotics. See Appendix "R".

505. WELDING: No Carpenter shall perform welding work without a valid welding certification. The classifications of Carpenter-Welder shall receive $1.00 per hour over their respective Journeyman's rate. **Effective July 1, 2026, the Welder premium shall increase to $2.00 per hour** over their respective Journeyman's rate. A carpenter-welder shall be defined as a workman who holds a valid AWS D1.1 (Heavy Plate) or D1.3 (Light Gauge) certification or other welding certification relevant to the scope of the job, and who has been dispatched as a certified welder or has been assigned by the Employer to weld on work on which his or her certification is required. This includes welding in panel yards or offsite for a project covered by this Agreement on work like precast and theming. For carpenter-welder classification, this does not include miscellaneous or incidental welding of short duration or time accumulated of less than three (3) hours a day.

506. Any apprentice who meets the above descriptions shall receive the premium for welder.

507. In the event that the scope of work demands certification beyond or other than AWS D1.1 or D1.3, it is agreed that the employer shall bear the expense of such certification.

508. It is also agreed that the employer will provide, for each employee who meets the definition of carpenter, all gloves, welding hoods with proper filter lenses as per the standards of ANSI Z49.1 Sec. E4.2.1.1, replacement cover lenses, leathers or sleeves, wire brushes, chipping hammers, soap stone and other necessary equipment required to safely and properly perform the work of a welder. Also, the employer shall replace these items in the event they become unusable due to wear or damage associated with welding operations.

510. Each employer shall provide a letter on company letterhead, to each welder employed if the employee requests the welding qualifications letter in writing. This letter shall include employees name, Social Security number, and verification that the welder performed work under the scope of his individual certification. The contractor, if requested in writing, shall provide an employee a copy of his welding records including a copy of his certification, procedures used and letter of welding qualification. Each employer shall recognize the letters of other signatory employers as verification of work performed under the standards of AWS D1.1 Sec. 4.1.3.1 and D1.3 Sec 4.9. These letters must be issued not later than the 15th of the month following the end of each six-month period or upon separation from the employer due to the completion of the project. If a welder is terminated or leaves the employer prior to the end of the project, then such letter and information shall be produced within two weeks or ten working days of receipt of the written request for the information.

511. **FOREMAN**: The hourly wage scale for carpenter foreman shall be **ten percent (10%)** above the journeyman carpenter wage rate. The hourly wage scale for carpenter general foreman shall be **ten percent (10%)** above the carpenter foreman wage rate.

511.1 No employee shall have a primary work assignment of layout without receiving the foreman wage scale, those assisting in such work shall receive their normal apprentice or journeyman scale.

512. When an employee works in more than one classification for any portion of a day, he shall receive the rate of the highest classification for all work performed for that entire day.

513. All other classifications under the jurisdiction of the Union not designated herein shall receive not less than journeyman carpenter's scale as specified above, except apprentices and their classification herein described. The parties hereto may establish wage rates different than the apprenticeship wage rates for employees under a manpower development-training program. Some consideration will be given to providing summer employment for undergraduate engineering students.

514. Indentured carpenter apprentices shall receive the following wages based on the following percentage of journeymen's base rates of pay and fringe benefit contributions per the schedule listed below:

APPRENTICE SCHEDULE

Schedule of Periods	Minimum Hours	Percentage	Wage	Benefit Schedule
1st Period	1000	50%	$23.27	1
2nd Period	600	55%	$25.60	2
3rd Period	600	60%	$27.92	3
4th Period	600	65%	$30.25	3
5th Period	600	70%	$32.58	3
6th Period	600	75%	$34.91	3
7th Period	600	80%	$37.23	4
8th Period	600	90%	$41.89	4
Journeyman		100%	$46.54	4

515. SCHEDULE OF FRINGE BENEFITS FOR APPRENTICES:

515.1 **1st Period (Benefit Schedule 1)** – **Health & Welfare (See Wage Sheet)**, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, International Training Fund

515.2 **2nd Period (Benefit Schedule 2)** – **Health & Welfare (See Wage Sheet)**, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, International Training Fund, Vacation

515.3 **3rd, 4th, 5th, and 6th Period (Benefit Schedule 3) – Health & Welfare (See Wage Sheet)**, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Supplemental Dues, International Training Fund, Vacation, **Pension A (See Wage Sheet)**, Carpenters-Contractors Cooperation Committee, Drywall/Lathing Labor Management Contract Administration

515.4 **7th, and 8th Period (Benefit Schedule 4)** – All current fringes (**Includes Annuity – See Wage Sheet)**

516. CARPENTER PRE-APPRENTICE

516.1 As a prelude to apprenticeship there is established a classification of Pre-Apprentice.

516.2 The classification of Pre-Apprentice, the recruiting, hiring and dispatch shall be the responsibility of the Union.

516.3 The Employer may employ one (1) Pre-Apprentice for every two (2) Apprentices dispatched under this agreement on a job-by-job basis. If an Apprentice is not available when requested, a Pre-Apprentice may be used instead.

516.4 Pre-Apprentices shall, upon accumulation of 300 hours of on-the-job training become eligible for entry into the Apprenticeship program, and the contractor shall provide the Pre-Apprentice with ample time to apply for indenture at the nearest Local Union office.

516.5 It is understood, should an Employer participate in the hiring of Pre-Apprentices that all hours earned in excess of 300 hours will be at the schedule (1) apprentice rate of pay.

516.6 Pre-Apprentices shall work under the supervision of the Carpenter Foreman and the work they perform will be incidental to work normally performed by Journeyman Carpenters and/or Apprentices. Pre-Apprentices will not be required to use power equipment.

516.7 Pre-Apprentices shall receive the following wages based on the Journeyman rate of pay:

45% of Journeyman rate
$0.15 Grievance and Arbitration Administrative Trust Fund
$1.67 Supplemental Dues
$0.55 Apprenticeship Fund

517. PUBLIC WORKS: In the event, an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates and fringe benefits shall apply to that project for the term established in the contract for public works, which the contractor must provide to the Union upon request, not to exceed the first twenty-four (24) months of the project. This period shall commence from the date of notice to proceed. If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee. On public works, the one dollar and fifty cents, ($1.50), on Annuity for Sundays and holidays shall not apply. If the Federal Davis Bacon Act or State Prevailing Wage Law is repealed or amended, the contract may be reopened for affected sections. When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay, or ten (10) hours on a four (4) ten (10) shift, at the straight-time rate of pay. This section will only be applicable if all craft employees are on a straight-time makeup day. Temporary modifications of special shifts may be made, between Monday and Friday, due to owner demand, with at least twenty-four (24) hours' notice to the Union, on the condition that the shifts of all other craft employees are also modified.

518. It is mandatory that the obligation of each employer to complete the State and Federal Prevailing Wage Survey or the Form or to allow the Union to perform it for them.

519. SPECIAL SINGLE SHIFTS ON PUBLIC WORKS PROJECTS: When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona-fide job requirement that work can only be performed outside the regular day shift due to safety conditions, or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. Otherwise, all time worked or hours paid for Saturdays, Sundays, and holidays and hours worked in excess of eight (8) hours shall be paid for at the appropriate overtime rate. It is agreed, however, that in the operation of this shift, no employee will lose a shift's work.

520. WORK PRESERVATION COMMITTEE: The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent

of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Contractors. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

SECTION VI - PLANS & FUNDS

600. The Contractors signatory to this Agreement agree to comply with all the terms set forth in the Agreements establishing: (1) the Southwest Carpenters Pension Trust, dated September 14, 1959; (2) the Southwest Carpenters Annuity Fund, amended and restated effective January 1, 2020; (3) the Southwest Carpenters Health & Welfare Trust, dated February 8, 1955; (4) the Southwest Carpenters Training Fund, dated May 1, 1960; (5) the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust; (6) Carpenters-Contractors Cooperation Committee, and (7) the Contractors Grievance and Arbitration Trust (hereafter collectively referred to as the "Carpenters Trust Funds") and any amendments, modifications, extensions and renewals of such Trust Agreements. Such Trust Agreements are incorporated herein by reference and made a part of this Agreement.

601. The Contractor agrees to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in this Agreement (see Section V – Wage Scales) and the Trust Agreements and further agrees to be bound by the Trust Agreements, and Rules and Procedures adopted by the Trustees, and all amendments, and modifications thereto and further agrees that it does irrevocably designate and appoint the Employers mentioned in the Trust Agreements along with representatives designated by the United General Contractors, Inc., as its attorney-in-fact, for the selection or removal of Trustees as provided by or pursuant to the Trust Agreements.

602. Included in the contributions called for herein, the parties agree that each signatory employer will make a contribution to the Carpenters' International Training Fund (hereafter "International Fund") in such amounts as allocated by the Union. Payment to the International Fund shall be made to such collection agent as is designated by the Union on or before the 20th day of the month following the month of work performed. Currently thirteen cents ($0.13) per hour is contributed to the International Training Fund. This contribution may be collected with the existing contribution to one of the existing Carpenters Trust Funds or other Carpenter funds, upon approval of the Trustees of those Funds, and as allocated by the Union. The Employer agrees to be bound to the Agreements and Declarations of Trust for the International Fund as they exist and as they may be amended or restated, and to such rules, regulations and other governing documents adopted pursuant to such Trusts. Upon request, the employer may receive the latest annual report prepared for the Funds.

603. Each individual Employer covered by this Agreement will contribute the sum of four dollars and thirty-seven cents ($4.37) for each hour compensated to carpenters employed by such individual Employer under this Agreement to the Southwest Carpenters Annuity Fund. This amount is reflected in the Pension contribution set forth in Section V. When work on Sundays and Holidays is done, there will be a one dollar and fifty cents ($1.50) premium paid for each hour of compensation under this Agreement.

604. SUPPLEMENTAL DUES

604.1 Subject to the following conditions, the Contractor agrees that he will remit to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust on a monthly basis for every hour worked or paid for by employees covered by this Agreement the amount designated herein (See Section 5 Wage Scales) as vacation pay. If his employees sign a written authorization to do so, the Administrator of the Vacation Trust will deduct from that amount the sum of two dollars and twelve cents ($2.12) per hour or the amount of Supplemental Dues that are lawfully required by the Union. In implementing the foregoing, the Carpenters Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating, and distributing the dues monies. The money will be transferred by the Agent to either the Union or vacation within six (6) months of receipt.

604.2 Said Supplemental Dues will be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article will, from the instant of their deduction, be considered dues if proper authorization will have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article will, from the instance of their transmittal, be considered vacation contributions if no such proper authorization will have been furnished, and will be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the Agent will separate the funds transmitted into dues and vacation contributions, respectively, based on whether or not a proper dues deduction authorization will have been filed. The Agent shall distribute any funds into dues based on the authorization of the member within six (6) months of receipt. The Agent will then deposit such sums in the account of either the Agent or the Vacation Trust. The Union will bear the responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration, and remittance to the Union of the Supplemental Dues payment will be borne by the Union. This provision will not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above will be irrevocable for a period of one (1) year from the date of the execution and will renew automatically from year to year, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, will have revoked such authorization.

604.3 The amount payable to the Vacation Fund on overtime work shall be paid in an amount reflecting the overtime premium payment.

605. CONTRIBUTIONS ON BEHALF OF SUPERINTENDENTS: The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Carpenters Health and Welfare Trust and Southwest Carpenters Pension Trust, on the basis of one hundred seventy-three (173) hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity. The Employer agrees to abide by the rules adopted by the Trustees of the Pension and Health and Welfare Trusts governing contributions on behalf of superintendents.

606. **APPRENTICESHIP:** The Employer and the Union agree to establish and operate a Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee for carpenters. The Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee is to provide direction of the on-the-job and related class training of all apprentices in the trade.

607. To meet the cost of operation and administration of the joint apprenticeship program, each individual Employer covered by this Agreement will contribute the sum of fifty-five cents ($0.55) cents per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement. Such contributions shall be made to the Southwest Carpenters Training Fund. The employment of apprentices shall be governed under conditions established in accordance with this paragraph (606, 607, 608, 609) and under the rules and regulations of the Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee.

608. The Members of the Southern Nevada Carpenters & Affiliated Trades Joint Apprenticeship & Training Committee shall have the authority to establish new training programs to provide journeyman carpenters with training regarding upgrading such carpenters on technology, materials and new methods of work that are related to the carpenters and millwright trades. Such programs shall be established within existing contributions and available funds.

609. A Contractor may hire one (1) apprentice for every two (2) journeyman and may increase to two (2) apprentices for every-one (1) journeyman on insulation work. The Contractor must hire one (1) apprentice for every ten (10) journeyman and one (1) apprentice for every five (5) journeyman thereafter.

609.1 It is agreed that up to fifty (50%) percent of the apprentices requested by an employer under this Agreement may be requested by name, all other apprentices must be hired from the Southern Nevada out of work list.

610. GRIEVANCE AND ARBITRATION/ADMINISTRATION TRUST FUND: There is hereby established a Southern Nevada Grievance and Arbitration/Administration Trust Fund. The purposes of the Trust are to establish and administer procedures to process grievances and to provide

third party independent arbitration on disputes concerning the interpretation or application of this Agreement that may occur between the employer or individual employer and the Union. Additionally, the purposes will include establishing, implementing and administering uniform labor relations policies and assisting in the negotiations of any modification, amendment, change, extension or renewal of this Agreement or any subsequent agreement on behalf of signatory members of the Association and those individual Employers who, under a collective bargaining agreement with the Union, are so obligated to contribute. Each individual employer agrees to contribute the sum of fifteen cents ($0.15) per hour for each hour compensated to carpenters employed by such individual employer under this Agreement, to the Grievance and Arbitration/Administration Trust Fund.

611. The Trustees of the Southern Nevada Grievance and Arbitration/Administration Trust Fund shall be appointed by the Nevada Contractors Association. All monies collected on behalf of contractors who are signatory through a proxy with the Nevada Contractors Association will be forwarded to the Nevada Contractors Association on a monthly basis by the Grievance and Arbitration/Administration Trust Fund. Also, it is agreed the Nevada Contractors Association will continue to represent all members of the Association in matters of labor relations, including grievance and arbitration representation.

612. CARPENTERS-CONTRACTORS COOPERATION COMMITTEE: The parties to this Agreement have established the Carpenters-Contractors Cooperation Committee for the purposes of protecting, improving, and advancing the interests and welfare of Contractors and employees working within the unionized segment of the Carpenters construction industry. Each signatory member of the Association and those individual Employers who are obligated to contribute under a collective bargaining agreement with the Union shall contribute, during the term of this Agreement, the sum designated in Section V to the Carpenters-Contractors Cooperation Committee. The Committee is a jointly established and administered Committee formed and created for the above stated purposes and the individual Employer hereby adopts and agree to be bound by the terms of Bylaws establishing the Carpenters-Contractors Cooperation Committee dated October 1, 1986, and further agrees to observe and be bound by the actions and determinations of the Board of Directors of said Committee.

613. All payments required to be made by each Employer to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust, the Southwest Carpenters Health and Welfare Trust, Southern Nevada Contractors Grievance and Arbitration Administration Trust, Carpenters Contractors Cooperation Committee, the Carpenters International Training Fund, the Southwest Carpenters Pension Trust, Southwest Carpenters Annuity Fund, the Southwest Carpenters Training Fund when applicable, under this Section shall be due and payable to the appropriate trust fund no later than the tenth (10th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered in violation of the Agreement and a delinquent Employer. The grievance and arbitration procedure contained in Section XV shall not apply to any cases involving the failure of a contractor to pay fringe benefits as required herein. The Union shall take appropriate action against the Employer or Subcontractor who is delinquent in the payment of fringe benefit contributions under this Agreement, up to and including the withholding of manpower.

614. A list of Subcontractors or others who are delinquent in payment of fringe benefit contributions under this Agreement will be provided monthly via email, upon request, to Employers and Employer Associations representing Employers, as close as reasonably possibly to the first of the next month succeeding the due date of reports referenced above.

615. The Union may, upon ninety (90) days written advance notice at any time during the term of this Agreement, allocate any portion of the then-existing journeyman wage rate to the Southwest Carpenters Vacation, Sick Leave and Paid Time Off Trust, Southwest Carpenters Training Fund, Carpenters International Training Fund, Southwest Carpenters Annuity Fund, Southwest Carpenters Pension Trust, and/or Southwest Carpenters Health and Welfare Trust.

616. TRUST FUND DELINQUENCIES:

616.1 Throughout the effective term of this agreement, the Employer and the Union agree to be bound by and to fully comply with all terms and provisions of the Trust Agreements referred to herein and to comply fully with all, regulations and eligibility standards adopted by each of said Boards of Trustees, together with any and all further amendments, changes and additions to said Trust Agreements and/or to said rules, regulations and eligibility standards which at any time may be adopted.

616.2 In the event of non-payment or delinquent payment of contributions, the Employer shall pay to each of said Trust Funds liquidated damages, interest, audit fees, court costs and reasonable attorney fees for the expense of collection.

616.3 If any of said Boards of Trustees, acting directly or through its authorized representatives, makes a determination that the Employer is delinquent in furnishing timely reports in proper form, making timely payment of contributions or in failing to comply fully with any of the provisions of the applicable Agreement and Declaration of Trust or with any rules, regulations or collection procedures of such Trust Fund, then, in addition to the foregoing provisions of this Article, the Union may refuse to furnish any employees to such delinquent Employer and/or may direct employees currently employed by such delinquent Employer to cease working and/or impose economic or other legal sanctions against such delinquent Employer. Any such action by the Union shall not be in violation of the Strike, Prohibition provisions set forth in this Agreement. Prior to removal of employees, the Union will give the Employer twenty-four (24) hours' notice.

SECTION VII - HIRING PROVISIONS

700. The hiring provisions shall be as set forth in Appendix "A"

SECTION VIII - ZONE PAY

800. ZONE 1: The Free Zone around Las Vegas shall be within fifty (50) road miles from the intersection of Charleston Boulevard and Maryland Parkway.

801. **ZONE 2**: Work performed outside of the Las Vegas Area Free Zone of over fifty (50) road miles from Maryland Parkway and Charleston shall be compensated at rate set forth in Section V of this Agreement.

804. When the Contractor furnishes transportation to workmen to and from the jobsite on the Contractor's time, no travel and subsistence or zone pay shall be paid.

805. Workmen performing work outside Zone 1 shall receive the appropriate rate for not less than eight (8) hours per day.

806. No premium shall be paid regarding travel, subsistence or zone pay if a workman has been a bona fide resident for a period of six (6) months prior to employment and is employed in one of the areas described below:

PAHRUMP	MESQUITE
CALIENTE	ALAMO
PIOCHE	BEATTY
OVERTON	INDIAN SPRINGS
LOGANDALE	LATHROP WELLS
LAUGHLIN/BULLHEAD CITY	TONOPAH

807. The starting point for zone pay as described above shall be computed beyond twenty (20) miles from the post office in each community, and any workman qualified under the above residence requirements shall have the first preference regarding employment in any of the above-described areas. Regardless of the residence of the workman, in the event the jobsite is located in any area other than the above-described areas, then each provision of this section on zone pay shall apply.

SECTION IX - HOURS OF WORK

900. Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 2:00 a.m. and 5:00 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time or deviation of the scheduled meal time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward or Union Representative, provided that no work is started prior to 2:00 a.m. without agreement of the Union before starting at such an earlier starting time or meal period, the Employer shall give written notification of the deviation in starting time or meal period to the Union not less than twenty-four (24) hours prior to the starting time of the deviation, and such notice shall contain the following information:

1. Address of job.
2. Starting deviation hour or meal period and breaks.
3. Starting date for deviation.
4. Reason for deviation.
5. Approximate ending date of deviation.

901. Shift starting time on high-rise project above six stories shall commence at ground level elevator entrance.

902. Overtime rates shall not be paid for work performed before 2:00 A.M. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 2:00 AM at the rate of time and one-half (1½X) Monday through Saturday, or double time (2X), if occurring on a Sunday or holiday.

903. The regular workweek shall consist of five (5) days, Monday through Friday.

904. OVERTIME RATES: First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X).

905. Vacation Savings are part of the total taxable rate and therefore are multiplier of overtime, either at time and one-half (1½X) or double-time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents ($1.50) per hour additional paid to Pension Annuity. Employees must be given an eight (8) hour break between the termination of any work and the commencement of another straight time shift, except in cases of emergency.

906. When a workman is required to work more than three (3) hours over the regular eight (8) hours, the Employer agrees to provide a hot lunch no more than five (5) hours after the last lunch period, and the workman shall have sufficient time to eat the lunch without loss of time. The employer has the option to pay one-half (½) hour applicable overtime rate in lieu of meal.

907. When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operation, provided, however, that at least one worker continues working into the next shift to confer with the next shift. All employees on multiple or single shifts commencing work prior to the established starting time shall be paid the applicable overtime rate. When a special shift is established in accordance with Paragraph 911, Special Shifts; it is understood that a single and a multiple shift may work concurrently on a project.

907.1 When an employee works thirteen (13) days straight, without a full day off, the employee may at his or her discretion, refuse to work the fourteenth (14th) straight day and instead request a full day off. If so requested, the employee will notify the supervisor and the Union will notify the employer, in writing, of the requested day off. If the employer refuses the request, the employee will be paid double-time until the employee receives a day off.

908. SHIFT WORK: When more than one shift is worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid,

Monday through Friday. The second shift shall work seven and one half (7½) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for after the above-specified work shifts in any one day or on a Saturday, Sunday or holiday shall be paid for at the applicable overtime rate. There shall be an eight (8) hour break between shifts. If the employee returns to work with less than an eight (8) hour break, the applicable overtime rate applies.

909. Any time worked from Friday midnight to Sunday midnight, or on a holiday or in excess of the regular shift hours or hours paid for, shall be paid at the overtime rate, except as provided in this Section. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above shift arrangements.

910. MULTIPLE SHIFTS:

910.1 On a three (3)-shift operation commencing on Monday at the established starting time for the day shift then in effect, the 15th or Friday graveyard shift ending on or before 8:00 a.m. Saturday morning will be considered Friday work.

910.2 The Saturday graveyard shift ending on or before 8:00 a.m. Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on or before 8:00 a.m. Monday morning will be considered Sunday work.

910.3 Work performed at times considered Saturday and Sunday under multiple shift arrangements shall be paid for at the appropriate straight-time hourly rate.

911. SPECIAL SHIFTS: If maintenance or remodeling or new construction work cannot be performed on a regular shift because of the fact that establishments cannot suspend operations during the day, a special single or second shift may be employed starting at a time coinciding with required operations of the establishment, Monday through Friday. The employees on these shifts will work eight (8) consecutive hours, exclusive of a meal period, for which they shall receive eight (8) hours pay at the straight time rate. Four (4) ten (10) hour days may be utilized Monday through Friday at straight time rate. Notification to the Union is required before commencement of work in this paragraph. Once a shift is established, it shall remain in effect unless modified by mutual agreement between the Union and Contractor. Temporary modifications of special shifts may be made, between Monday and Friday, due to owner demand with at least twenty-four (24) hours' notice to the Union. A four (4) x ten (10) shift may not be changed to avoid a holiday. Any work performed outside the established four (4) ten (10) shift will be paid at the applicable overtime rate.

SECTION X – HOLIDAYS

1000. The following days are recognized as holidays: New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day. An employee shall be allowed to observe Martin Luther King Jr. Day as a holiday without pay if notice is given by the employee to the employer not less than 48 hours prior to the holiday. If any of the above holidays should fall on a Sunday, the Monday

following shall be considered a recognized holiday. Work on such days shall be paid for at the applicable overtime rate (2X). No work shall be performed on Labor Day, unless the Union is notified five (5) days prior to Labor Day and it shall be voluntary. The five (5) day notice will be waived to preserve life and property. If it becomes necessary to work on Labor Day, it will be three times (3X) the regular wages.

1001. When it is necessary for an Employer to have work performed on Saturdays, Sundays or holidays, then it shall be the responsibility of the Employer to notify the Union.

SECTION XI - SHOWUP TIME

1100. Other than on the first day of dispatch, in which case two (2) hours shall apply, men who report for work, for whom no work is provided, shall be entitled to two (2) hours, pay at the regular hourly rate for so reporting unless he has been notified before his last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four hours are worked in any one day he shall receive not less than the hours worked for that day, unless prevented from working for reasons beyond the control of the Employer, including but not limited to such factors as inclement weather or breakdown causing discontinuance of a major unit of the project, during which time employees are not required or requested to remain on the project by the Employer or his agent.

1101. No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Union, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this Section shall also be applicable to the requirements of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement. The employee will furnish the Employer with his current address and telephone number at the time of employment.

1102. Carpenters discharged on the first day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

1103. DISCHARGED EMPLOYEE: Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular workday to assemble their tools in addition to the normal pickup time prevailing on the job.

1104. After the third (3rd) day of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to the grievance and arbitration provision of this Agreement. The individual Employer during the first three (3) days of employment may reject or discharge any employee for any reason. Discharge for cause shall be in writing to the employee.

SECTION XII - PRE-JOB CONFERENCE

1200. Pre-job conferences on all projects covered under the terms of this Agreement shall be held as follows:

1200.1 The individual Employer shall at his option or at the option of the Union or Regional Council, call for a pre-job conference. If the Union or Regional Council desires, it shall be entitled to a pre-job conference solely with the individual Employer. The individual Employer may include his subcontractors at such conference.

1200.2 The individual Employer shall advise the Union or Regional Council, in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or, contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.

SECTION XIII - PAYMENT OF WAGES

1300. All wages must be paid on the jobsite weekly on Fridays by check or non-negotiable paystub, if employee elects direct deposit or pay card, no later than one-half (1/2) hour before quitting time. The Employer may not hold back more than seven (7) calendar days pay. When an employee is laid off or discharged, the employee must be paid in full at the time of such layoff or discharge. All employees must be paid wages due to them on Fridays or at the time of the layoff or discharge, and if not, then pay shall accumulate for all time that such employee is not paid on the basis of eight (8) hours per day on a seven-day basis until payment is made.

1301. When employees are paid by check on other than a local bank, the Employer shall make arrangements for a local bank to honor his checks. The Employer will not require a lien waiver as a condition precedent to the receipt of a payroll check. All wages must be paid by paycheck direct deposit, or pay card. If the employee opts out of direct deposit or pay card, then the Employer will make payments with a paycheck that complies with NRS 608.120. If an Employer offers pay options such as direct deposit, pay card, etc., the employer will continue to provide the pay advice to employees either on paper or online at the same time that standard paychecks are typically issued. The individual Employer shall show on the paycheck stubs the individual Employer's name, business address, payroll ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period.

1302. Whenever an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of such resignation or quitting shall be paid within forty-eight (48) hours after a demand from the Union therefore. The Employer may not in any case, however, withhold the employee's final check for a period longer than five (5) days unless the delay is caused by circumstances beyond the control of the Employer.

1303. If the Employer lays off men prior to payday, they must pay the men in full at the time of termination of employment. Any employee discharged prior to the end of the shift shall receive pay until the regular quitting time of the shift. All employees, upon termination, shall be allowed sufficient time to assemble their tools before leaving the job.

1304. The Employer agrees to furnish such payroll information as may be necessary as requested by the Union in order to determine whether there has been any violation of the wage, fringe benefits, or other conditions of employment of the Agreement.

SECTION XIV- UNION REPRESENTATIVE

1400. A Union Representative, full-time, credentialed by the Regional Council, or steward shall have access to the job during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with. He shall make every reasonable effort to advise the individual Employer or his representatives of his presence on the job and shall not stop or interfere with the work of any workman without the permission of the individual Employer or his representative unless the Union Representative determines that there has been a violation of the Agreement by the Employer. No Union Representative or steward shall be discriminated against for performing his duties under this Agreement.

1401. STEWARDS:

1401.1 The steward is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative, who shall immediately attempt to adjust the grievance or dispute with the Employer or his representative.

1401.2 The steward shall be a working employee selected by the Union who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward's duties as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously, as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of his duties, including, in addition to his normal duties, obtaining information on safety and sanitation.

1401.3 The Union shall notify the Employer or his representative, in writing, of the appointment of the steward. The Employer or his representative can lay off or discharge the steward for cause only, and the Employer shall notify the Union, in writing, of his intention to do so one (1) full working day prior to such layoff or discharge on projects within fifty (50) miles of the hiring hall, and give two (2) working days' notice on projects located over fifty (50) miles from the hiring hall.

1401.4 It is recognized by the Employer that the employee selected as the steward shall remain on the job whenever carpenters overtime is worked and as long as there is work, he is qualified to perform. The steward shall not be discharged or laid off for the performance of his Union duties.

1401.5 In the event a signatory Employer repeatedly engages in egregious violations of the Agreement, the Union shall have the right to select and appoint a steward from outside of the Employers current employees and he/she will be dispatched to said

employer. The term egregious may be determined by an expedited arbitration process.

SECTION XV - NO STRIKES - NO LOCKOUTS - SETTLEMENT OF DISPUTES

1500. It is the purpose and the intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedure set forth in this section and that during the term of this Agreement, the Union on whose behalf this Agreement is made shall not, during the term hereof, call, engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Contractor, and will require the employees it represents to perform their services for the Contractors on the work described herein when required by said Contractors to do so; and during the term of this Agreement, a Contractor signatory to this Agreement shall not cause or permit any lockout of the employees represented by the Union on whose behalf this Agreement is made on work described herein.

1501. In cases of violation, misunderstanding, or differences of opinion in interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as in the case where a signatory Employer fails to pay wages due or is delinquent in contributions to any Trust Fund established under this Agreement. Should a controversy, dispute, or disagreement arise during the term of this Agreement over the interpretation and operations of this Agreement, the parties agree to the following.

1502. Settlement of Grievance Procedure

1502.1 Within ten (10) days of the complaint or disagreement, discuss the issue to see if a resolution can be reached.

1502.2 If not resolved through discussion, a written complaint or grievance must be filed in writing. Complaints, to have any validity, must be filed in writing within twenty (20) days after the matter in dispute or disagreement is alleged to have occurred. Errors in paychecks must be filed in writing within ten (10) working days from payday.

1502.3 Upon receipt of a written report setting forth in detail the nature of the specific issue or controversy, a representative of the Union and a representative of the Employer shall attempt to reach a settlement of the dispute. If a settlement is not reached within five (5) days the parties agree to follow the Joint Adjustment Board language outlined in 1503.

1503. If settlement has not been reached under procedures of 1502, the parties agree to submit the matter to a Joint Arbitration Board for final adjudication. The Joint Arbitration Board is comprised of one (1) Union Representative, one (1) Employer Representative, and an arbitrator mutually agreed upon by the parties.

1504. All proceedings shall be done in an expedited manner and no briefs, transcripts or written opinions shall be required unless specifically requested by any parties to the grievance or unless ordered by the permanent neutral arbitrator. The parties specifically agree that the permanent

neutral arbitrator shall not be required to render an expanded opinion in any case unless requested prior to the commencement of the proceedings.

1504.1 The Board shall meet within thirty (30) days of any item referred to it and for the purposes of hearing all grievances and claims filed therein. The Board shall provide notice of time and place of hearings to all persons having business before the Board and shall establish regular meeting places and mailing address for all matters. All proceedings of the Southern Nevada Joint Adjustment Board shall be held in the City of Las Vegas unless mutually agreed to move to another location.

1504.2 The expenses of the Joint Adjustment Board including all costs of the arbitrator, court reporter or otherwise, shall be paid by the Contract Administration Committee provided that all fines, assessments, or liquidated damages which are not awarded to individual employees or to the Trust Funds shall be retained by the Joint Adjustment Board to defray expenses. Any surplus funds shall be turned over to the Trustees of the Apprenticeship Trust for the sole and exclusive use by said Apprenticeship Trust Fund.

1504.3 Any grievance or dispute to be submitted shall be presented to the Joint Adjustment Board within thirty (30) days after the dispute is alleged to have occurred. Whenever possible before submission of the dispute to the Joint Adjustment Board, representatives of the Regional Council and the individual contractor shall attempt to adjust the matter. If after twenty-four (24) hours the matter cannot be adjusted between the respective parties, either party may submit the matter to the Joint Adjustment Board, which shall render a decision within the limits and subject to the provisions of this Article and applicable rules and regulations.

1504.4 The Joint Adjustment Board or arbitrator may, as part of a remedy, require a contractor to submit weekly reports of workers and hours worked to the Contract Administration Committee.

1504.5 Charges and expenses incurred as the result of special hearing or hearings heard on days other than the regular scheduled meeting date of the Joint Adjustment Board, shall be payable by the party requesting such special hearings and shall not be the responsibility of the Contract Administration Committee.

1505. A decision of the Joint Adjustment Board shall be enforceable.

1506. Any party who fails or refuses to comply with the decisions of the Joint Adjustment Board or an award of the permanent neutral arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law.

1507. If any party hereto fails to comply with the decision of the Joint Adjustment Board or the permanent neutral arbitrator, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such non-compliance continues. Said right to withdraw employees or strike shall be in addition to all other remedies available herein.

1508. Whenever the Union has the right pursuant to the Terms of this Agreement to withdraw or refuse to refer workers, such rights shall coexist with the right to proceed under any stage provided for under the provisions of this Article.

1509. Awards involving application or enforcement of Article III (Subcontracting) shall not be enforced by strike action.

SECTION XVI – TOOLS

1600. The individual Employer shall provide on each jobsite a secure place where the employees may keep their tools.

1601. Carpenters and apprentices shall furnish their own tools, but shall not furnish sawhorses, ladders, miter boxes, electric drills, power bits, power or battery tools and machines, electric cords, power saws or automotive equipment to be used for the purpose of hauling or delivering the Employer's materials or equipment. Each employee shall arrive on the jobsite with tools in a proper condition. If necessary, the employees shall be allowed a reasonable amount of time during the workweek to sharpen their tools on the Employer's time. If the Employer so chooses, he may send out employee's saws to be sharpened by a commercial saw sharpener.

1602. The Employer shall not contract with any workman or with any member of the family of a workman employed under this Agreement either by way of a lease, loan, or sale unless such member of the family is engaged in a bona fide licensed regular business regarding such tools.

1603. If any individual employee's full box of working tools is lost by reason of fire, theft or forcible entry while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of one thousand dollars ($1000.00) within five (5) working days from the date of claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim. To implement this section, the individual carpenter shall provide an exact written inventory of tools within five (5) days after starting the job.

1604. Since Contractors solely furnish electric or battery powered drills, screw guns, roto-zips, routers and/or lasers of any kind furnished to the employee by the Contractor and the employee shall promptly return such tools upon request or termination of employment. In the event the employee fails to return a power tool as a result of the employee's dishonesty, willful misconduct or gross negligence, the Contractor may assert a claim against the employee for the value thereof in an amount not to exceed two thousand dollars ($2000.00). Federal law and NRS 608.110 prohibits any deduction from wages without written authorization from the Union. Therefore, disputes regarding the application of this provision shall be resolved through an expedited grievance procedure consisting of a sub-committee of the Joint Adjustment Board. The membership of the sub-committee shall

consist of one (1) Contractor selected by the Association, and one (1) Union representative along with the Executive Director of the Contract Administration Committee or its designee. The Union and Contractor representative will rotate periodically. The sub-committee will investigate and act on an expedited basis and may conduct hearings in person or telephonically. A decision of the sub-committee shall be implemented immediately although any party may appear to the full Joint Adjustment Board.

SECTION XVII - WORKING CONDITIONS

1700. Iced drinking water or, at the option of the Employer, electric coolers, shall be furnished on the jobsite at all times and sufficient sanitary cups furnished. Sanitary toilets must be furnished on all jobs in accordance with the applicable local and state health and sanitation laws. The Employer shall provide a shelter for men to use at lunchtime if no vehicle is available in the immediate locality of the project.

1701. The Employer will carry adequate insurance for compensation of injured workmen. The Employer and all employees mutually recognize the need for the provision and maintenance of safe working conditions, the observance of proper safety practices with respect to the use of tools, equipment and supplies, and compliance with all applicable federal and state safety rules and regulations. Employees are required to report work injuries immediately to the Employer upon occurrence. Employees shall not be required to work under hazardous conditions when the performance of such work is in contravention to applicable Federal and State Safety Rules and Regulations. First aid kits must be provided and maintained on the jobsite.

1701.1 The Employer will address mental health as a mandatory topic during jobsite safety meetings on at least a monthly basis.

1702. The Employer will immediately notify the Union by telephone of any industrial accident involving an employee covered by this Agreement that is of a nature that is required to be reported to the State of Nevada under applicable State laws. Where an employee is required to work in a hazardous area where there is a mutually recognized hazard and exposure to possible injury, such employee shall not be required to work alone.

1703. The Employer shall not refuse to hire for employment an applicant who is physically able to perform his work or discharge or discriminate against such an employee, because of any industrial injury incurred by the workman prior to employment or because of the filing of a claim for workers' compensation benefits.

1704. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in this Agreement. Any other method of paying employees, such as the use of piecework, bonus systems, quota setting, or lumping of the work, shall be deemed a violation of this Agreement. Work performed under this Agreement shall be done by the employees of the Employer on an hourly basis subject to the subcontracting provisions of this Agreement, and the Employer recognizes those sections of the Constitution and Bylaws of the United Brotherhood of Carpenters and Joiners of America, which prohibit its members from contracting for labor only. The contracting Employer agrees that all work covered by this Agreement

shall be performed by carpenters and that such workmen shall be employees of the Employer or the subcontractor employed under the terms of this Agreement. The provisions regarding piecework and minimum hourly wage rates shall not be applicable in the event a carpenter is employed under Appendix “D" relating to residential construction.

1705. An employee who as a result of an on-the-job industrial injury is unable to complete a full day's work shall be paid for the full day on which such injury occurred, provided, however, that such payment need not be paid where said injury does not require the attention of a physician who has certified the employee's inability to complete the work on that day because of such injury. If the employee is required to keep a doctor's appointment during working hours and such doctor's appointment is the direct result of an on-the-job industrial accident, then his pay will continue for the time he is absent from the job for such doctor's office visit provided he furnishes satisfactory proof to the Employer.

1706. When any protective equipment or clothing is necessary, all such equipment or clothing shall be furnished by the Employer.

1707. Employees shall not be discriminated against for failure to work behind a picket line sanctioned by the Southwest Mountain States Regional Council of Carpenters.

1708. Neither the Employer nor the Union will discriminate against a person with respect to employment or Union membership because of race, religion, color, sex, age, national origin, or ancestry. This provision shall apply to hiring, placement for employment, training during employment, rates of pay, or other forms of compensation and benefits, selection for training including apprenticeship, layoff or termination, and application for admission to Union membership.

1709. The Contractor shall provide or pay for, parking facilities for employees where free parking is not available within500 yards. When bussing of employees from a remote parking facility is used, the employee will travel in on his or her own time not to exceed thirty (30) minutes and must be returned to the parking area no later than thirty (30) minutes after quitting time or overtime will be assessed for the delay. If an employee is at the designated parking area thirty (30) minutes before the start of work, he or she will be considered to have started work on time regardless of when the bus arrives at the jobsite. Where payment is applicable, payment shall be made to the carpenter who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

1710. The parties to this Agreement recognize and understand that it would be inconsistent with the industry custom and practice to prohibit individuals, under normal conditions, during the first half of the shift, a fifteen (15) minute unorganized break at his or her assigned work area. If an employee is scheduled to work ten (10) or more hours on any day, he will be given a second fifteen (15) minute, unorganized break at the place of work during the second half of the shift between the sixth and ninth hour.

SECTION XVIII - UNION SECURITY

1800. The following Union Shop clause shall become operative if and when a court of competent jurisdiction should decide that a Union Shop provision as provided herein is lawful within the State of Nevada:

1801. Employees employed by one (1) or more of the Employers subject to this Agreement for a period of eight (8) days continuously or cumulatively shall be or become after the eight (8) day period or eight (8) days after the effective date of this Agreement, whichever is later, members of the appropriate Local Union and shall remain members of the appropriate Local Union as a condition of continued employment.

1802. Membership in the appropriate Local Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership in the Union.

SECTION XIX - SAVINGS CLAUSE

1900. It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement, and the parties 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 this Agreement shall remain in full force and effect unless the parts so found to be void are fully inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter in lawful negotiations concerning the substance thereof.

SECTION XX – FOREMEN

2000. The selection of an individual who will be the carpenter foreman is at the sole discretion of the Employer. It is understood that a foreman shall be an employee employed under the terms of this Agreement and the dispatching and hiring provisions of Appendix "A", and shall receive the foreman's differential pay. Such foreman may work with the tools of the trade except as hereinafter provided. Whenever there are four (4) or more journeyman employees, one must be designated as the foreman. When a carpenter is designated as a foreman and is assigned the responsibility of supervising ten (10) or more employees, he shall not be allowed to work as a journeyman except for the purpose of instruction or for incidental assistance to a journeyman or apprentice. In case more than two (2) foremen are employed on the same shift on a single job, there shall be designated a general foreman. Any foreman who does not work, with his tools during regular working hours cannot work with his tools on overtime or on Saturdays, Sundays or holidays. For this purpose, a Foreman is described as a Journeyman who receives direction from a Superintendent or General Foreman to direct, supervise or instruct any group or crew of carpenters, with the knowledge that he or she is responsible for a segment of the project.

SECTION XXI - SURETY BOND

2100. Each employer signatory to, or bound by, this Agreement shall furnish a Fringe Benefit Payment Bond, letter of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

NUMBER OF EMPLOYEES	FACE AMOUNT
1 - 12	$100,000.00
13 - 50	$250,000.00
51 or more	$500,000.00

If an employer is deemed in good standing for a period of thirty-six (36) months by the Trust Fund, no bond will be required. Consequently, the Union reserves the right to demand a bond, if the employer is deemed delinquent.

2101. Said Bonds (or other suitable security) shall be in favor of the currently designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds referred to in this Agreement. In the event an Employer fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement insofar as concerns such Employer. In addition, in order to preserve its own interests and protect its members, immediately upon knowledge of any such event, the Union shall authorize and direct its members to refuse to work for such Employer. The Carpenters Trust Fund shall be directed to use reasonable efforts to collect delinquencies from bonds in addition to other sources of payments.

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SECTION XXII – EFFECTIVE DATE AND TERMINATION

2200. This Agreement shall be effective as of July 1, 2023 and shall remain in full force and effect to and including June 30, 2027 and continue in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the Agreement may give written notice to the other of a desire to change, modify, or terminate the Agreement at least sixty (60) days but not more than ninety (90) days prior to June 30, 2027 or June 30 of any succeeding year.

2201. The Union agrees that in the event that either party should exercise its right under the first paragraph of this Section, the Union will for a period of sixty (60) days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for this work herein covered, and the Employer agrees to bargain in the same manner. If no Agreement is entered into between the parties by July 1 of any year in which such notice shall be given, then this Agreement thereupon shall cease and terminate.

DATE: *July 1, 2023*

NEVADA CONTRACTORS ASSOCIATION
150 N. DURANGO DRIVE, SUITE 100
LAS VEGAS, NV 89145

SIGNED BY: Patrick Velasquez
Patrick Velasquez (Jun 12, 2023 13:27 PDT)

PRINTED NAME: Patrick Velasquez

TITLE: Director of Labor Relations

DATE: *July 1, 2023*

SOUTHWEST MOUNTAIN STATES REGIONAL COUNCIL OF CARPENTERS AND ITS AFFILIATED LOCAL UNIONS
4245 WEST SUNSET ROAD
LAS VEGAS, NV 89118

SIGNED BY:

PRINTED NAME: Frank Hawk

TITLE: President

APPENDIX "A"

HIRING PROVISIONS

3000. In the employment of workmen for all work covered by this Agreement in the territory described, the following provisions shall govern:

3000.1 The Local Unions shall establish and maintain open and nondiscriminatory employment on work covered by this Agreement.

3000.2 It is agreed by the Employer and the Union to fully comply with all the provisions of the federal and state laws to the end that no "Qualified Worker" (as such term is defined in Section 3006.3) shall, on the grounds of sex, race, color, national origin, religion, sexual orientation, or membership or non-membership in a labor union, be excluded from participation in or be denied the benefits of the terms of this Agreement or otherwise subjected to discrimination by not having full access to the terms of this Agreement. The Union hereby agrees to indemnify and hold harmless the Employer from any losses or damages resulting from any act or omission of the Union in breaching or failing to comply with all such laws and regulations, not however, including court costs and attorney's fees not authorized by the Union.

3000.3 The Employer shall first call upon the Local Union having jurisdiction for such men as the Employer may from time-to-time need, and the respective Local Union shall furnish to the Employer the required number of qualified and competent workmen of the classification requested by the Employer strictly in accordance with the provision of this section.

3000.4 It shall be the responsibility of the Employer when ordering men to give the Local Union all of the pertinent information regarding the workmen's employment, to enable the dispatch of the workmen required. Upon dispatch, the Union shall use best efforts to include the members email and/or mobile phone numbers for the Employers reference.

3000.5 The Local Union will furnish, in accordance with the request of the individual Employer, such qualified and competent workmen of the classifications needed from among those entered on the employment lists, to the individual Employer by use of a written referral in the following order of preference on a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All applicants for referrals to jobs shall receive equal consideration for employment without regard to sex, race, creed, color, religion, sexual orientation, or national origin, in conformity with the requirements of the federal and state laws.

3000.6 The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis:

3000.6.1 To qualify for referral as a journeyman, the applicant must submit evidence either of satisfactorily having completed a course in apprenticeship training conducted by or under the direction (discretion) of the standards of the Bureau of Apprenticeship, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four (4) years' experience in the carpenter trade.

3000.6.2 The Union shall maintain a register of all applicants so qualified, established on the basis of the groups listed below, each applicant being registered in the highest priority group for which he qualifies.

3000.6.3 A "Qualified Worker" shall be any worker wo has paid their required fee(s) and is in good standing with an affiliated Local Union or has paid appropriate hiring hall service fees.

3000.7 **CARPENTER LIST**. Journeyman Carpenters, form builders, setters, layout, finish, framers, and welders, up to and including related jurisdiction.

3000.8 **DRYWALL LIST.** Journeyman Drywallers, metal framers, acoustic specialists, lathers, layout and welders, up to and including related jurisdiction.

3000.9 The Employer may request by name any qualified workman whose name is on the out-of-work list. On jobs with no on-site or in office hiring or solicitation, then one (1) worker in three (3) must be requested off the top of the list. Where on-site or in-office hiring or solicitation is not available contractors must provide members with some method of applying for work.

3000.10 The dispatcher at the Local Union in the first instance, in accordance with the provisions of this section, will determine whether a workman is qualified to register and into what group or list he shall be placed. This determination will normally be based upon information or papers which the workman or the Employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required.

3000.11 The Local Union shall post at the hiring hall of the Local Union all Provisions, including the terms of this Agreement and any hiring hall procedures adopted by the Union and not in conflict with terms of the Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment with the individual Employers are customarily posted.

3000.12 When ordering workmen, the individual Employer will give written notice to the Local Union, if possible, no later than 2:30 p.m. of the day prior (Monday through Friday), or in any event not less than twelve (12) hours, if possible, before the

reporting time. In the event forty-eight (48) hours elapse after such notice without the Local Union furnishing any workmen, (Saturdays, Sundays and recognized Holidays excluded) the individual employer may procure workmen from any other source or sources. If workmen are so employed, the individual Employer shall promptly report, to the appropriate Local Union, each such workman by name.

3000.13 Subject to the terms of this Section, the individual Employer retains the right to reject any workman referred by the Union for any reason, and the individual Employer may discharge an employee for any cause which he may deem sufficient, provided, however, in the hiring or discharging there shall not be any discrimination or the part of the Employer against any employee for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties. In the event the Employer does not hire the workman dispatched, the Employer shall pay such workman a minimum of two (2) hours show-up pay at the hourly rate and all fringe benefits for his classification in Zone 1 and a minimum of four (4) hours in Zone 2 & 3.

3000.14 No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Local Union Hall, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this section shall also be applicable to the requirement of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement.

3000.15 When requesting an apprentice from the Union and such apprentice is not called by name, then the Union shall dispatch an apprentice from the hiring list in the order that the apprentice has signed the list, regardless of the year of such apprentice's training. Nothing in this subsection shall change the existing practice of (for) hiring apprentices directly by the Employer or calling for an, apprentice by name from the Union's hiring list.

3000.16 The Employer will provide a printed form for handout by the Union at time of dispatch indicating necessary forms of identification required by Immigration to establish eligibility to work under Federal Law.

3000.17 The use of, or being under the influence of drugs or alcohol (substance abuse) during working hours will not be tolerated. A drug abuse prevention & detection program is hereby adopted incorporated as Appendix “G”.

APPENDIX "B"

CARPENTER WAGE RATES FOR COLORADO RIVER REGION JURISDICTIONS

4000. The geographic jurisdiction of Colorado River Region as defined in Section II – 200. - Coverage is meant to be the City of Searchlight and all area South in the State of Nevada. An area in California that includes the City of Needles, and an area in Arizona that includes the Cities of Bullhead City, Kingman, Lake Havasu City and Parker. A detailed map provided upon request.

4002. Non-Gaming/Non-Public Work Commercial Package

	CARPENTER
Effective	**July 1, 2023**
Wage	$37.49
Supplemental Dues	$ 1.51
Total Taxable Wages	**$39.00**
Health & Welfare	$ 8.25
Pension Plan A	$ 5.91
Apprenticeship	$ 0.39
Total Package	**$53.55**

These rates will be reviewed annually by the Work Preservation Committee and adjusted as necessary.

Gaming-Related work and Public Works projects will be performed under the current Master Labor Agreement.

APPENDIX "C"

SPECIAL WORKING RULES FOR MILLWRIGHTS

5000. The Parties agree that Millwright scope work shall be performed under all of the terms and conditions of the Regional Master Millwright Agreement, including the Nevada Appendix, between the Union and the Millwright Employers Association, Inc. which is hereby incorporated by reference into the Labor Agreement.

APPENDIX "D"

SPECIAL PROVISIONS FOR RESIDENTIAL CONSTRUCTION

6000. The following special provisions shall apply for all residential construction for the purpose of this Appendix "D" "Residential" shall be defined as follows:

6001. "RESIDENTIAL" DEFINITION: All residential wood frame construction, not more than four (4) stories in height above the exterior grade, such as, but not limited to, single family dwellings, condominiums, townhouses, apartment houses and mobile home parks. Hotels, motels, and assisted living facilities are expressly excluded.

6002. Except as specifically set forth in this Appendix, each and every term and condition of the Labor Agreement shall apply to the Employer and Union. The Union reserves the right to enter into a specific housing agreement based on need and conditions deemed necessary with that individual employer.

APPENDIX "E"

LIGHT COMMERCIAL CONSTRUCTION

7000. The following special provisions for Light Commercial Construction shall apply:

7000.1 "LIGHT COMMERCIAL" DEFINITION:

All wood or steel frame, concrete block, tilt-up and poured-in-place concrete construction not more than four (4) stories in height, such as, but not limited to, shopping centers, stores, office building, warehouses, and fast food establishments, but excluding Las Vegas Boulevard commercial construction (defined as Las Vegas Blvd. between US 95 and Sunset Road and between center lines of Maryland Pkwy and Decatur Blvd., hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed twenty-five million dollars ($25 million), including curb, gutter and sidewalk.

7000.2 The light commercial project definition, as stated above, shall apply to a tenant improvement project, regardless of the number of stories, on work in an existing structure, which is not part of a new project.

7000.3 Requests to use Appendix "E" shall be in writing to the Southwest Mountain States Regional Council Office in Las Vegas. These requests shall be done prior to bidding. The purpose of these requests is to verify that the project meets the criterion as set out in this Appendix; it also allows notification of our dispatch office so the proper rates are utilized.

7000.3.1 On light commercial projects, as defined above, the minimum hourly rate shall be seventy-five percent (75%) of the current journeyman carpenter rate established under this Agreement plus Vacation and Annuity Plan B.

7000.3.2 The provisions of Appendix "E" shall not apply on public works projects covered by the Davis Bacon Act or other prevailing wage regulations.

7000.3.3 Except, as specifically set forth in this Appendix, each and every term and condition of the Master Labor Agreement shall apply to the Employer and Union

7001. VACATION SAVINGS PLAN, HEALTH AND INSURANCE PLAN, PENSION PLAN, APPRENTICESHIP TRAINING, GRIEVANCE AND ARBITRATION/ ADMINISTRATION AND CARPENTERS-CONTRACTORS COOPERATION COMMITTEE.

7001.1 The Employer shall contribute to each of the Trust Funds as provided in Section VI of the master labor Agreement in the amounts set forth unless modified in this Appendix E.

7001.2 WAGE RATES AND FRINGE BENEFITS

7001.2.1 Journeyman Carpenter		**July 1, 2023**
Wages		**$44.28**
Fringe Benefits		
Pension A		**$ 5.91**
Health & Welfare		**$ 8.25**
Supplemental Dues		**$ 2.12**
Apprenticeship		**$ 0.55**
C/CCC		**$ 0.21**
Grievance & Arbitration		**$ 0.15**
Int'l Training		**$ 0.13**
	Wage plus	**$17.32**

7001.2.2 Concrete Specialist

(Wages 80% of Journeyman)		**July 1, 2023**
Wages		**$35.42**
Fringe Benefits		
Pension Annuity B		**$ 1.37**
Health & Welfare		**$ 8.25**
Supplemental Dues		**$ 2.12**
Apprenticeship		**$ 0.39**
	Wage plus	**$12.13**

7001.2.3 Craft Assistant

(Wages 60% of Journeyman)		**July 1, 2023**
Wages		**$26.57**
Fringe Benefits		
Pension Annuity B		**$ 1.37**
Health & Welfare		**$ 8.25**
Supplemental Dues		**$ 2.12**
Apprenticeship		**$ 0.39**
	Wage plus	**$12.13**

7001.2.4 Concrete specialists and craft assistant categories may be used by contractors on work that meets the definition in this Appendix. They are not required to do so.

7001.2.5 Other modifications can be made to the wages and fringe benefit contribution rate on a project basis by utilizing the Work Preservation Committee on work defined in this Appendix.

7002. OVERTIME The conditions as set forth in Section IX – Hours of Work in this Master Labor Agreement shall apply unless modified under this Appendix.

7003. OTHER PROVISIONS

7003.1 When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight time rate of pay.

7003.2 Overtime: Time and one-half (1½X) shall be paid for the first four (4) hours outside of the regular scheduled shift Monday through Friday and the first twelve (12) hours on Saturday. All overtime on Sundays and Holidays shall be paid at double (2X) time and shall exclude one dollar and fifty cents ($1.50) premium for Annuity Plan B.

7003.3 In the Light Commercial Industry, the Employer may employ a ratio of one (1) Apprentice, one (1) Craft Assistant, and one (1) Concrete Specialist, for every Carpenter Journeyman. These non-journeymen will work under the direct supervision of the Carpenter Journeyman and will perform but not be limited to such duties as stocking, scrapping, nailing off, clean up and any other ancillary duties assigned to them by the Journeyman, they are assigned to work with.

7003.4 Apprentices will be dispatched at the appropriate percent of wages for the Light Commercial Journeyman rate with benefits as specified in Section V of the Master Labor Agreement except as modified in Appendix E.

7003.5 Unless otherwise specified, all other provisions and/or conditions as set forth in the Master Labor Agreement shall apply.

7003.6 **Multiple Shifts:** There will be no shift differential for multiple shifts on Light Commercial Work.

APPENDIX "G"

DRUG ABUSE PREVENTION AND DETECTION

8000. The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

8000.1 It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

8000.2 All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be those established by the Federal Department of Health and Human Services. The facility where the sample is tested will be approved by the Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two (2) hours travel time plus lab time. If an employee fails the drug test and has time coming to him or her, the employer may withhold the cost of the drug test from the final check.

Employers may use an oral fluid test or urine screen, solely as a type of pre-employment screening process. Testing procedures shall be conducted in a manner consistent with the products' manufacturing specifications ("Avitar ORAL screen" or Branan Medical Corp. "Oratect"). Any "non-negative" test results shall be designated as inconclusive. Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedure set forth in this collective bargaining agreement to confirm results.

8000.3 Applicants not passing the drug test will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug test will be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.

8000.4 The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom shall, if feasible, be a Union employee. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites

set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

8000.5 An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol where the Employer has reasonable cause to believe that the accident resulted from drug usage.

8000.6 There will be no individual random drug testing by the signatory Employer.

8000.7 It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

8000.8 A sufficient amount of a sample shall be taken to allow for an initial test and confirmation test. The initial test will be an Enzyme Multiplied Immunoassay Technique (E M I T). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography-Mass Spectrometry (G C/M S). The cutoff levels for both the initial test and confirmation test will be those established by the Federal Department of Health and Human Services. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one (1) year. Collection and transportation of each sample must be done in accordance with the procedures mandated by the Federal Department of Health and Human Services.

8000.9 Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work, for which the employee is qualified, exists, he or she shall be reinstated.

8000.10 Any dispute, which arises under this drug and alcohol policy, shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

8000.11 In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.

8000.12 The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

8000.13 The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

8000.14 The Employers will be allowed to conduct periodic jobsite drug testing on construction projects until completion of work under the following circumstances:

8000.14.1 The entire jobsite must be tested including all employees of the Employer.

8000.14.2 Prior to start of periodic jobsite testing the Employer will notify the Union in writing.

8000.14.3 Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

APPENDIX "H"

SPECIAL WORK RULES FOR PILEDRIVERS

9000. The Employer and the Unions agree that the terms and conditions of the following Agreements will apply in Southern Nevada for all Piledrivers and divers and tenders' work as described in such Agreements with the exceptions hereinafter set forth.

9001. For all work in Southern Nevada, the Employer and the Unions agree to apply the terms and conditions of the Master Labor Agreement between the United General Contractors, Inc. and the United Brotherhood of Carpenters and Joiners of America, dated July 1, 2006, and its' successor agreements, and make further reference to the following portions of the Agreement: Appendix "A" of the above referenced Agreement.

9001.1 Special Working Rules for Divers on Construction Work, Southern California Carpenters Master Labor Agreement, Appendix G.

9001.2 Piledriver Apprentices, Southern California Carpenters Master Labor Agreement, Paragraph 1802.4.

9002. All employees employed under this Appendix shall receive twenty cents ($0.20) over the journeymen carpenters' rate for the appropriate area as set forth in the Carpenter Labor Agreement for Southern Nevada.

9003. A Piledriver foreman shall receive not less than ten percent (10%) more than the hourly wage rate of the journeyman under his supervision.

9004. An employee who has been a bona fide resident of the Las Vegas area for six (6) consecutive months preceding his employment, assuming the Employer has complied in hiring such employee with all the hiring procedures of the Agreement set forth in this Appendix, shall be compensated for travel and/or subsistence in accordance with Section VIII of the Southern Nevada Carpenters Master Labor Agreement.

9005. If the employee working under Paragraph 9004 is not a bona fide resident of the Las Vegas area, as set forth in Paragraph 9004 or the Employer has not complied with all of the hiring procedures of the Agreements, such employee shall be entitled to receive all subsistence and travel pay as set forth in the Agreements.

9006. On required crew sizes, the Employer and the Piledrivers Union, by mutual agreement, may modify the crew sizes.

9007. Any employee working under this Appendix and who has less than one (1) year service credit with the Southwest Carpenters Pension Trust shall have the option of having fringe benefit contributions made under the Southern California at the rates set forth in that Agreement. If the total fringe package is less than that specified in this Agreement, the difference shall be paid on the check without being multiplied by overtime.

9008. The provisions of Article II, paragraph 206 of the Master Labor Agreement shall not apply in the State of Nevada unless a court of competent jurisdiction determines that a union shop provision is lawful within the State of Nevada.

9009. The General President's letters dated May 9, 1955; December 12, 1967; and February 18, 1970 clarifying work jurisdiction, are incorporated in this Agreement by reference and will be specified in a Local 2375 supplement.

APPENDIX "I"

SPECIAL WORKING RULES FOR SIGNATORY SCAFFOLD CONTRACTOR'S

Effective July 1, 2014

10000. All terms of the master agreement will apply. This appendix does not change any work rules or procedures except those noted below.

10001. The spirit and intent of this appendix is to ensure that all signatory scaffold companies are operating on an equal basis, to maintain competitive conditions for signatory contractors and to provide penalties for signatory contractors who do not adhere to the terms of this agreement. This Appendix applies to signatory scaffolding contractors working in the geographical jurisdiction of this agreement as set forth in Section II of the current NCA agreement with the Southwest Mountain States Regional Council of Carpenters.

10002. Should the Union allow any contractor to pay wages, fringe benefit rates, and/or utilize work rules or apprentice ratios that are different than those provided in this Appendix for purposes of bidding on any project, then such other wages, fringe benefit rates, work rules and apprentice ratios shall apply to all signatory contractors. The Union agrees to promptly notify all signatory scaffold contractors of any such modifications to the wages, fringe benefit rates and/or work rules or apprentice ratios.

10002.1 JURISDICTION: This Appendix shall cover all handling, building, erection, modification and dismantling of scaffolding and work related thereto. Related work includes but is not limited to all types of access scaffold, swing stages, mast climbers, shoring, bleachers, stages, sidewalk canopies, and shrink-wrap.

10002.2 HIRING PROCEDURES.

10002.2.1 Hiring Preference: Any signatory contractor conducting scaffolding work within the geographical area covered by this Agreement, shall when hiring employees, give preference and hire such employees from among those on the Southern Nevada out of work list.

10002.2.2 Out of Area Employees: The Union agrees that when contractors bring employees from another local of the UBCJA to work on projects into the area covered by this agreement, said employees will receive at a minimum the total package negotiated under this agreement.

10002.2.3 Dispatching Procedures will be those outlined in both the Master Labor Agreement and the Uniform Hiring Hall Procedures. All employees must be dispatched to the employer from the Southern Nevada Hiring Hall.

10003. WAGE & BENEFIT RATES

10003.1 Wage and benefit rates for journeyman and apprentices are the rates specified in the master agreement.

10004. APPRENTICESHIP AND TRAINING

10004.1 The Employer may hire provisional employees who are not journeyman but may be interested in becoming journeyman scaffold erectors. These individuals will follow the procedure outlined below.

10004.1.1 The individual must be dispatched to the Employer. The pay rate for the provisional employee shall be the rate and fringes for the pre-apprentice.

10004.1.2 The Employer has three (3) weeks from dispatch to either let the Union know that the individual has made application to the Apprenticeship Program or is no longer employed.

10004.1.3 For the individual who applies to become an Apprentice, the pre-apprentice rate still applies until such time that the individual becomes an indentured Apprentice.

10005. FOREMAN, JOURNEYMAN, AND APPRENTICE RATIOS.

10005.1 A Contractor may employ one (1) apprentice for every two (2) journeymen. The Contractor must hire one (1) apprentice after ten (10) journeymen, including the foreman. After the first ten (10), then for every five (5) journeymen he must employ one (1) apprentice if available.

10006. ACCOUNTABILITY – RECORD KEEPING.

10006.1 It will be the responsibility of the union to assure compliance of this agreement. The union and applicable benefit trust funds shall have the right to audit the employer's records to determine that the proper wage rate and fund contributions have been made in accordance with the terms of this Appendix.

10007. REMEDY & BACK PAY

10007.1 Out of area employees found working in Las Vegas without proper dispatch and prior approval from the union will not be allowed to continue work and will be placed at the bottom of the out of work list.

10007.2 Employers will be responsible for paying correct wages and benefits from the time an employee starts working in the Las Vegas jurisdiction.

Any employer not paying correct wages will be required to pay "back wages, interest, penalties and benefits" owed.

10007.3 Any employer using more apprentices than allowed by this agreement (maintaining an improper ratio) will be required to pay journeyman wages and benefits for the apprentices that exceed the ratio permitted. This will apply from the time of the violation.

10007.4 All charges of violations of these paragraphs shall be considered a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes as provided in this Agreement. As a remedy for violations of the paragraphs herein, the arbitrator is empowered to award back pay to all affected employees the equivalent of lost wages as a result of any violations and to pay into the affected trust funds any delinquent contributions to such funds as a result of any violations.

10007.5 A penalty would be assessed against the employer for each hour found to be in violation of the agreement. The penalty would be an additional charge equal to the H & W contribution rate in effect at the time of violation. Penalty would be paid into H & W Trust fund.

APPENDIX "J"

SPECIAL WORKING RULES FOR HEAVY HIGHWAY WORK

11000. Special Working Rules for Heavy Highway Work As Detailed in Section II, Subsection 202 in Coverage: Street and highway work, elevated highways, viaducts, bridges, abutments, retaining walls, subways, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, foundations, pile driving, piers, locks, dikes rivers and harbor projects, breakwaters, jetties, dredging, tunnels and building inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

11001. PUBLIC WORKS: In the event, an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates and fringe benefits shall apply to that project for the term established in the contract for public works, which the contractor must provide to the Union upon request, not to exceed the first twenty-four (24) months of the project. This period shall commence from the date of notice to proceed.

11002. If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee.

11003. On public works, the one dollar and fifty cents, ($1.50), on Annuity for Sundays and holidays shall not apply. If the Federal Davis Bacon Act or State Prevailing Wage Law is repealed or amended, the contract may be reopened for affected sections.

11004. When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours pay at the straight-time rate of pay. This section will only be applicable if all craft employees are on a straight-time makeup day.

11005. It is mandatory that each employer completes the State and Federal Prevailing Wage Surveys or the Form or to allow the Union to perform it for them.

11006. SPECIAL SINGLE SHIFTS ON PUBLIC WORKS PROJECTS: When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona-fide job requirement that work can only be performed outside the regular day shift due to safety conditions, or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday. All time worked or hours paid for Saturdays, Sundays and holidays shall be paid for at the appropriate overtime rate. Otherwise, all time worked or hours paid for Saturdays, Sundays, and

holidays and hours worked in excess of eight (8) hours, or ten (10) hours on a four (4) ten (10) shift, shall be paid for at the appropriate overtime rate. It is agreed, however, that in the operation of this shift, no employee will lose a shift's work. Temporary modifications of special shifts may be made, between Monday and Friday, due to owner demand, with at least twenty-four (24) hours' notice to the Union, on the condition that the shifts of all other craft employees are also modified.

11007. **MULTIPLE SHIFTS:** There will be no shift differential for multiple shifts on Heavy Highway work.

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APPENDIX "K"

GRIEVANCE OF DISPUTES

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." United Steelworkers of Am. v. Warrior & Gulf Nav. Co., 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344, 361 (5th Cir. 2013) ("[W]e discern [] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause." Citing, Blessing v. Freestone, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy… imposed on individual employees by the employer as a condition of employment." D. R. Horton Inc., 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provides a mechanism for resolving the individual claims covered herein which

balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Southern Nevada Construction Master Labor Agreement shall be processed through the procedure for settlement of grievance and disputes in Article XV, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant to such Article. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, federal, state and local law concerning wage-hour requirements, wage payment, and meal or rest periods, including claims arising under the Fair Labor Standards Act and Nevada Revised Statutes (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix C as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Southern Nevada Construction Master Labor Agreement which are deemed Contractual Disputes). This Appendix shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Nevada Equal Rights Commission, and the Workers' Compensation Section of the Nevada Department of Industrial Relations.

Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix C shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the procedure for settlement of grievance and disputes in Article XV or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix C, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article XV shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association

and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fee to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Southern Nevada Construction Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Southern Nevada Construction Master Labor Agreement other agreement(s) between the Union and a Contractor or the Contractors.

The parties agree to review this Appendix on a regular basis and as the law evolves, engage in good faith discussions to consider modifications to maintain its effectiveness.

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APPENDIX "R"

ROBOTICS

This Appendix shall apply to all onsite technology which in any way reduces the need for Carpenter employees on the project work site and shall include, but not be limited to, the use of robotic or artificial intelligences, whether autonomous or operated, for the purposes of: layout, nailing, screwing or welding, moving of Carpenter materials, and all other forms of robotics or artificial intelligences used to carry out work covered under the terms of this Agreement. Such technology shall not include the use of total stations, laser leveling systems, or any other technology which is currently in common usage on jobsites covered under the terms of the agreement.

18000. The operation of such technology shall be considered Carpenter craft work and shall include, but not be limited to using technology to implement any field modification of plans or instructions used by such technology and any field modification of such technology related to a specific project.

18001. All Carpenters operating such equipment shall be a Journeyman or Foreman Carpenter.

18002. An additional $0.01 per hour, on all work performed under the terms of the Agreement, will be allocated to the Training Fund for the purpose of providing training related to this Appendix. These additional Apprenticeship funds will be used in the administration of a program to recruit and train Carpenters in the development, operation, repair, and maintenance of robotic equipment and machinery, including but not limited to, the provision of grants to students to offset lost wages and benefits during their time in training.

18003. In the event the employer seeks to operate a jobsite robot with an operator away from the jobsite, the parties agree to engage in effects bargaining.

18004. There shall be established a working group for robotics. The working group shall meet regularly during the term of this Agreement to discuss ways in which this Appendix can be modified to facilitate the use of new technologies on the jobsite, in a competitive fashion, without doing undue harm to Employee benefit trust funds due to work hours lost because of the implementation of such technology.

18004.1. The Parties agree to develop a curriculum for the purpose of certifying individuals performing the work covered under Appendix R, and to meet as new technologies are developed in order to develop appropriate wages differentials, training, and other working provisions.

18005. The parties agree that they will meet in good faith to discuss amendment of this Appendix upon request of either the Union or the Association. Any material change to this Appendix made with any other Association covering Southern Nevada will be provided to the Nevada Contractors Association as a potential amendment to this Appendix.

The parties agree that this Appendix may be revoked if during the term of the Agreement there has been no training put in place or investment made in technology or robotics by the Southwest Carpenters Training Fund or International Training Fund.