

**CONSTRUCTION  
TUNNEL AND TUNNEL-SHAFT  
PROJECT LABOR AGREEMENT**

**FOR THE NEVADA NATIONAL SECURITY SITE  
(NNSS)**

**BETWEEN**

**MISSION SUPPORT AND TEST SERVICES LLC.  
(MSTS)**

**AND**

**LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA,  
LOCAL UNION NO. 872**

**OCTOBER 1, 2020 – SEPTEMBER 30, 2025**



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## ***ARTICLE 1***

### **PREAMBLE**

This Agreement entered into this 1st day of October 2020 by and between Mission Support and Test Services LLC. (herein referred to as MSTS) and the Laborers' International Union of North America, Local Union No. 872, (hereinafter collectively referred to as Union), recognize that Construction at the Nevada National Security Site (herein referred to as NNSS), performed by MSTS, requires innovation, flexibility and responsive Labor-Management practices.

The NNSS shall include work performed at the NNSS, Remote Sensing Lab (RSL), North Las Vegas Facility (NLV), Nevada Test and Training Range (NTTR) and other facilities or MSTS extensions of the government program within the Department of Energy (DOE), National Nuclear Security Administration Nevada Field Office (NNSA/NFO) system which is under the jurisdiction of the Local Unions within the State of Nevada.

To this end, the collective strengths and resources of the Union and MSTS are teamed in a partnership for the purposes of providing the DOE NNSA/NFO an available and sufficient work force which is efficient, competent and qualified.

## ***ARTICLE 2***

### **INTENTS AND PURPOSE**

SECTION 1. This Agreement is for the joint use and benefit of the signatory parties, and the provisions shall be construed as binding upon and effective in determining the relations between the parties and to set forth the basic Agreement covering rates of pay, hours of work, fringe benefits, and conditions of employment to be observed by the parties.

It is the intent of the parties to set out safe and efficient working conditions establish and maintain harmonious relations, secure optimum productivity, and to eliminate delays in the work undertaken by the Employer. The parties agree that nothing shall be permitted that restricts production or increases the time required to do the work, and that no limitation shall be placed upon the amount of work an Employee shall perform, and that there shall be no restriction against the use of any kind of machinery, tool or labor-saving device except as provided in Appendix A, provided however that no Employee shall be required to work under any conditions which are injurious to their health and safety or in conflict with well established trade practices.

It is mutually understood that the terms and conditions relating to employment of craft persons covered by this Agreement have been decided on by collective bargaining and that the provisions will be binding upon the Union and the Employer.

SECTION 2. This Agreement and the SNBTU shall be the only Collective Bargaining Agreement between the parties which shall apply at the NNSS and no other Agreements, either local or national, shall apply over these Agreements. Employment practices not part of this Agreement shall not be recognized.

SECTION 3. The Appendix A of this Agreement is applicable only to the Signatory Union and shall be considered as an integral part of this Agreement.

SECTION 4. It is a mutual understanding that all past interpretations will be recognized in this Agreement from October 1, 2020 to September 30, 2025.

### ***ARTICLE 3***

#### **SOUTHERN NEVADA LABOR ALLIANCE (SNLA)**

SECTION 1. MSTs and the Unions agree to incorporate the Principles of the SNLA into all aspects of this Agreement. The Principles of the Alliance are to:

- A. Develop business opportunities and market the value of the Alliance to NNSS Customers.
- B. Establish an Alliance Administrative Committee that will meet on a regular basis for the purpose of implementing these principles.
- C. Provide and promote an available, well-trained, qualified, productive and cost effective workforce.
- D. Provide and promote a safe and healthful work environment to all Employees through an effective safety program.
- E. Continuously improve productivity, quality and methods of work execution.
- F. Resolve any differences between the parties in an atmosphere of cooperative Labor-Management relations and without job disruptions or work stoppages.

Continuous Improvement (CI) Committees will be mutually established and approved by the Unions to address work execution processes and issues affecting the craft workforce. The CI Committee shall consist of six (6) members. The SNBTU and MSTs shall each appoint three (3) members to serve on the CI Committee. The CI Committee shall meet as required.

Neither the SNLA nor the CI Committees shall make decisions that change or modify any of the Terms and Conditions of this Agreement.

SECTION 2. It is the responsibility of the individual Employee to obtain and maintain general industry safety training (Example, but not limited to: OSHA 10, CPR/First Aid/AED, Asbestos Abatement, etc.); and craft specific training/certifications (Example, but not limited to: Firestop, Backflow Preventer, Welding, etc.) that are available at Union training centers and paid through the Joint Apprentice Training Committee Trust Fund contributions negotiated as part of this Agreement.

It is understood that apprentices obtain training throughout their apprenticeship. This is not an effort to exclude apprentices.

The Employer will provide site specific training at Management's discretion.

### ***ARTICLE 4***

#### **DOE, NNSA/NFO ORDERS AND DIRECTIVES**

It is understood and agreed that the Employer's operations involved herein are subject to its contract with the DOE, NNSA/NFO and the Orders and Directives of the Administration, and it is agreed that should any National Security, Safety, or Health Orders and Directives of the DOE, NNSA/NFO conflict with any of the

provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict. Any such conflicts which are not resolved shall be subject to the Grievance and Arbitration Article of this Agreement.

## ***ARTICLE 5***

### **NUCLEAR FACILITIES**

SECTION 1. For Employees who are assigned to work at Nuclear Facilities, failure to meet DOE and federal required training and qualification programs or security requirements in accordance with NRC Federal Register 10 CFR and DOE/NNSA regulations, prior to performing work independently will result in termination from the project. If training and qualification requirements are not met, work must be performed under the direct supervision of a qualified craft person to do the work, unless prohibited by CFR, DOE guidance, or other requirements.

SECTION 2. **COMPOSITE CREWS**: It is recognized by the Employer and the Union that the performance of work subject to this Agreement will require the use of composite crews; that is, crews made up of Employees in classifications represented by more than one (1) Union. It is understood that only qualified craft persons from the International Brotherhood of Electrical Workers shall work on or within the minimum approach distance of energized electrical conductors, with the exception of HVAC, which will be worked by the appropriate crafts.

It is agreed that such crews may be assembled and worked under one qualified Foreman if a Foreman is deemed necessary, irrespective of the Union affiliation of such Foreman.

The Foreman of a composite crew will be selected by the Employer. In making such selection, the Employer will give due consideration to the nature of the work to be performed. However, this in no way shall restrict the exclusive right of the Employer to determine the necessity for and the identity of its Foreman as set forth in Management Rights.

SECTION 3. **HUMAN RELIABILITY PROGRAM PREMIUM (HRP)**: The Human Reliability Program premium will be paid at the rate of \$2.00 per hour for those hours where work was performed in a facility requiring an Employee to be certified in the HRP Program.

## ***ARTICLE 6***

### **GENERAL SAVINGS CLAUSE**

It is not the intent of either party to this Agreement to violate any federal, state or local rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect. If it is determined that any violations of any federal, state, or local rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement has been violated, the parties shall meet and confer in an effort to resolve any conflicts determined illegal or voided. Any such conflicts which are not resolved, shall be subject to the Grievance and Arbitration Article of this Agreement.

## ***ARTICLE 7***

### **WORK SUBJECT TO THIS AGREEMENT**

SECTION 1. This Agreement shall cover the construction, alteration or renovation of all tunnels, shafts, adits, silos, raises, ventilation raises, ducts, underground chambers and all other work where Miners are required to work below the surface of the earth and which falls within the jurisdiction of the Laborers' International Union of North America.

SECTION 2. Tunnel work shall be defined as the actual boring, driving and concreting of tunnels. A shaft and/or silo shall be defined as sinking of any vertical, inclined or declined shaft, (including stations) by using shaft-sinking methods. Any mining performed off the completed shaft shall be considered tunnel work.

In the event a dispute arises in the differentiation between a tunnel or shaft, MSTs and the Union shall meet to resolve the dispute.

SECTION 3. Without limiting the scope of the work covered hereby, it is agreed that Miners' and Bull Gangers' work shall include, but not be limited to, the following:

- a) The construction, laying and maintenance of all railroad tracks.
- b) All mining work, including the manning, running and/or handling of all boring equipment, mole machines and continuous mining equipment; all drilling, regardless of type or method used for work covered by this Agreement; and all loading, shooting and handling of all powder, including splitting and making primer.
- c) Support craft for underground users and other crafts.
- d) Timbering, whether wood or steel, including cutting, welding, handling and placing of all ribs, lagging, liner plate and other ground support.
- e) All rock bolting and placing of rock restraining wire.
- f) Mucking and dumping, including all cable and/or hose tenders, swampers (brakemen and switchmen) on muck trains and timber trains, and pushing or pulling of any cars, including man-trips.
- g) Handling and extending all water, discharge, air and vent lines for, or in the tunnel or tunnel shaft.
- h) Installations of combination guides and utility lines in all holes or openings being converted to shafts for mining operations.
- i) Manning of cherry pickers and/or car passers while mucking.
- j) Small pumps in tunnels and tunnel shafts.
- k) Concrete work, including gunite and shotcrete pots (wet and dry), nozzles, hoses, grouting, pour, place, chipping, grinding, and cutting, dumping of agitators, raising, setting and moving of forms, including slip and jump forms, in shafts and tunnels.

- l) Handling and extending all rods and other material for use in reinforced concrete below the surface.
- m) Stripping, oiling, and cleaning all forms
- n) Tool Crib - all sharpening of bits and steel nippers.
- o) All dry housemen, chuck tenders, and apprentices.
- p) All tuggers, conveyors, kemper pneumatic placers and all similar type equipment, including slushers.
- q) The monitoring of ingress and egress at the tunnels or shafts, where required.
- r) Outsidersmen/Shifter/Expediter.
- s) The monitoring and testing of tunnel/shaft water.
- t) Assist in the assembly of muck handling conveyors.
- u) Alpine Spotter/Lamphouse Attendant.
- v) Pipe jacking, directional drilling/boring and microtunneling.
- w) Demolition, and all cleanup work underground.
- x) Cager, Toplander, and Bottomlander.

## ***ARTICLE 8***

### **OFF-SITE WORK**

SECTION 1. If the Employer is required to perform construction work that is applicable to the Davis-Bacon Act and is outside the geographic boundaries of the NNSS, but within the territorial jurisdiction of the Union, the terms and conditions of this Agreement shall apply. However, if the applicable Davis-Bacon Wage and Fringe package is higher for that county than the applicable Wage and Fringe package in the applicable NNSS Project Labor Agreement, then the difference shall be added to the Employee's NNSS wage.

SECTION 2. If work is performed at the NTTR, Central NNSS or Beatty, that is outside the geographic boundaries of the NNSS, the terms and conditions of this Agreement, and the Employer's "Special Provisions for Off-Site Work", incorporated into this Agreement by reference shall also apply to Employees performing work at these locations.

SECTION 3. If there are changes in this provision/CONUS rates, the Company is obligated to provide these changes to the local Union in a timely manner in writing.

## ***ARTICLE 9***

### **UNION RECOGNITION**

The Union having requested recognition as the Section 9A representative of the Employees covered by this Agreement and having demonstrated through authorization cards that it has the support of a majority of the Employees to serve as such representative, the Employer hereby recognizes the Union as the Section 9A representative of the Employees. The foregoing 9A provision does not apply to Subcontractors signatory to this Agreement.

## ***ARTICLE 10***

### **MANAGEMENT RIGHTS**

SECTION 1. All of the rights, duties and prerogatives of the Employer to manage, control and direct its business, operations, and activities are vested in and retained by the Employer, including, but not limited to, the assignment and direction of its Employees.

SECTION 2. The Employer shall be the sole judge of the qualifications of each Employee and the number of Employees required to perform any work subject to this Agreement. The Employer shall have the absolute right to hire, promote, lay-off Employees or reject any applicant for employment at its discretion, and to discharge and/or suspend Employees in lieu of discharge with just cause. Any discipline must be administered within twenty-one (21) calendar days of the disciplinary decision.

SECTION 3. Subject to the provisions of Appendix A, the necessity of and the identity of Foremen/Shifters shall be solely determined by the Employer. It is not the intent of the Employer to assign the duties and responsibilities of Foreman/Shifter to an Employee without designating such Employee as Foreman/Shifter and paying them in accordance with Appendix A. It is not the intent of the Employer by virtue of this provision to eliminate Foremen/Shifters.

SECTION 4. None of the rights, duties and prerogatives of the Employer referred to in this Article shall be exercised in a manner that is in conflict with the specific provisions of this Agreement. It is understood, however, the Union shall retain the right to grieve any dispute arising under this Article.

## ***ARTICLE 11***

### **NO STRIKES OR LOCKOUTS**

SECTION 1. Due to the major national importance and the vital nature of the work being performed and the operations being conducted by the Employer and other organizations at the NNSS, the Employer and the Union agree that the Employer's operations must not be interrupted.

In recognition of the above, the Union collectively, and the Employees covered by this Agreement, individually, agree they will not call, engage in or sanction any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, or boycott of the Employer's operations at the NNSS during the term of this Agreement and any mutually agreed upon extensions which extend past the term of this Agreement.

SECTION 2. The Employer agrees there will be no lockout of the Union or of its Employees represented by the Union during the term of this Agreement.



SECTION 3. Any violation of Section 1 or Section 2 of this Article shall be expeditiously resolved within twenty-four (24) hours by the effected parties, and the issues given rise to the dispute, shall not be subject to the provisions of the Grievance and Arbitration Procedure.

SECTION 4. It shall not be cause for discharge or disciplinary action in the event an Employee individually refuses to go through or work behind any picket line at the Employer's place of business provided said picket line is in connection with a lawful primary labor dispute that is sanctioned by the Southern Nevada Building and Construction Trades Council and other Signatory Unions to this Agreement.

SECTION 5. **PROTECTION OF LIFE AND PROPERTY**: The Union agrees that in the event any member of the bargaining unit exercises their individual right under Section 4 above, the Union will make every legitimate effort to ensure the minimum services for the protection of life and property, of the type performed by Employees under this Agreement are provided.

## ***ARTICLE 12***

### **UNION REPRESENTATION**

SECTION 1. Authorized representatives of the Union shall have access to the NNSS where work is being performed, but visitations are subject to security and safety regulations of the DOE/NNSA. Additionally, whenever a Union representative intends to visit any work location covered under this Agreement, they may give reasonable notice to the Labor Relations Department of that visit.

SECTION 2. The Steward(s) shall be a working Employee selected by the Union who shall, in addition to their regularly assigned work, be allowed a reasonable amount of time during the work day to conduct Union business as outlined in Section 4. The Union agrees that such duties shall be performed as expeditiously as possible. The Steward will notify their immediate supervisor, Foreman, or General Foreman of the duties that would cause them to be away from their assigned work before they perform said duties. The Foreman or General Foreman will then inform the supervisor that the Steward is away.

SECTION 3. The Union shall notify the Employer, in writing, of the appointment of the Steward, and the Employer, prior to laying off or discharging the Steward, will meet with the representatives of the Union two (2) full working days prior to such intended layoff or discharge. If the layoff or discharge proceeds, the Employer will notify the Union in writing of that fact. The Steward shall not be discharged or laid off for the performance of their agreed-upon duties when performed in accordance with this Article. It shall be recognized by the Employer that the Steward shall be the last person to be laid off in their trade, provided they are qualified to perform the work.

SECTION 4. To promote harmony between the Union and the Employer, the Steward, without interrupting the progress of the job, shall be limited to, and shall not exceed the following duties and activities:

- A) Work with the Employer's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the Grievance Procedure.
- B) Report to the Employer's designated representative any Employee covered by this Agreement who works for less than the negotiated wage scale, or less than the overtime rate.

- C) Report to their Business Representative alleged infractions of the Agreement which have not been resolved between the Steward and the Employer.

SECTION 5. The Employer agrees it will give the Union notification of a temporary transfer, not to exceed thirty (30) days, of a Steward from the specific operation where they are working. The Steward may be permanently transferred from the operation where they are working, upon mutual agreement between the Employer and the Union.

## ***ARTICLE 13***

### **SUBCONTRACTING**

SECTION 1. The Employer agrees that neither they nor any of their contractors or lower tier contractors will subcontract any work to be performed as outlined in the Preamble of this Agreement except to a person, firm, or corporation signatory to the terms and conditions of this Agreement.

SECTION 2. In keeping with the spirit and intent of this Agreement, all contractors and all subcontractors at any tier agree to notify, schedule, and hold a pre-job conference with Representatives of the Union, prior to the commencement of work at the NNSS, except in cases of emergency. The pre-job conference shall consist of the following:

- A. A listing of each contractor's scope of work in detail
- B. The craft work assignments
- C. The estimated number of craft persons required to perform the work
- D. Transportation arrangements and reporting points
- E. The estimated start and completion dates of the work
- F. Discussion of pre-fabricated materials

If a pre-job is not conducted by the contractor or subcontractor and the work is started, they will be removed from the project until the pre-job process has been followed.

Work shall not commence for any contractor until a Letter of Assent for this PLA has been signed and submitted by a duly authorized representative of the subcontractor (at any tier) to the SNBTU.

SECTION 3. There shall be no brokering of subcontracted work covered by this Agreement for the purpose of circumventing the signing of the PLA.

SECTION 4. The Union and the Employer agree that it is in the best interest of both parties that the Union be notified when a subcontract is completed and that the Union notify the Employer in a timely manner if a subcontractor has not fulfilled their benefits contributions obligations.

**ANNOTATION:** It is recognized by the Union that DOE, NNSA/NFO may have specialized and/or unusual equipment installed and/or serviced by individuals who have specialized training, skills, or qualifications, and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under

manufacturer's warranty may be performed by the vendor's personnel, except as outlined in Appendix A (warranty work).

## ***ARTICLE 14***

### **HIRING PROCEDURES AND NON-DISCRIMINATION**

SECTION 1. The hiring procedures for the signatory Union to this Agreement shall be set forth in Appendix A.

The Union agrees that it will operate such hiring procedures in a manner which shall not discriminate against any Employee or applicant for employment because of race, religious creed, color, national origin, ancestry, sex or gender (including pregnancy, childbirth, breastfeeding, or medical conditions related to pregnancy, childbirth, or breastfeeding), age, medical condition, marital or domestic partner status, sexual orientation, gender, gender identify, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by the applicable state or local law, genetic information, military or veteran status, or any other status or characteristic protected by applicable federal, state, or local laws, and ordinances, or Union membership and in strict compliance with all federal laws and the laws of the State of Nevada.

The Union hereby agrees to support the implementation of the Employer's Affirmative Action Program and will assist in every way possible in the achievement of those goals and objectives within their bargaining units.

SECTION 2. The Union hereby agrees to support Veteran's programs. The parties agree to refer to the CI Committee for discussion on the addition of any military service related program that recruits and places qualified veterans seeking employment in the Building and Construction Trades. The Employer and Union agrees to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as "Center") to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

The Employer and Union agrees to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union will give credit to such veterans for bona fide, provable past experience.

## ***ARTICLE 15***

### **DRUG AND ALCOHOL POLICY**

It is hereby agreed between the Union and the Employer, effective April 1, 2021, that both parties will adhere to and abide by all the provisions of the Employer's current drug and alcohol Company Directives which are incorporated into this Agreement by reference, Drug Use Company Directive and Alcohol Misuse Company Directive. If these Company Directives change during the term of this Agreement, any such changes shall be subject to bargaining and agreed to by the parties signatory to this Agreement unless the change is necessary to comply with any state or federal oversight requirements.

## ***ARTICLE 16***

### **SAFETY AND HEALTH**

SECTION 1. It is the responsibility of the Employer to provide a safe working environment in compliance with state, federal and DOE, NNSA/NFO safety and health standards and directives.

SECTION 2. The Employer and Employees covered by this Agreement shall comply with all applicable state, federal and DOE, NNSA/NFO safety and health standards and the Employer's safety and health policies and procedures.

SECTION 3. The Employer shall provide adequate Personal Protective Equipment (PPE), as applicable, for work covered by this Agreement. Employees are required to comply with safety codes and requirements regarding the wearing of PPE in the performance of their duties.

- A. **SAFETY GLASSES**: Employees shall be entitled to a pair of Safety Glasses (Z-87) allowance of two hundred twenty-five dollars (\$225.00) every twenty-four (24) months or 1) when there is a major prescription change per year or 2) when the glasses are damaged in a way that makes them unsafe or unwearable.
- B. **SAFETY BOOTS**: Employees shall be entitled to a Safety Boot allowance of two hundred dollars (\$200.00) per year or when the boots are damaged and unsafe or unwearable.

An Employee who self terminates prior to completing ninety (90) calendar days of employment, may be required to reimburse the Employer for the cost of the safety glasses and safety boots.

SECTION 4. The Employer shall provide cool, potable drinking water and sanitary means of drinking the water at the work location, and adequate toilet facilities which are reasonably accessible. It is the intent of this Section to provide drinking water on a daily basis, at the beginning of the shift.

SECTION 5. **ON THE JOB INJURIES**: When an Employee covered by this Agreement is injured on the job during their regular straight-time shift to the extent of being unable to work for the remainder of their shift, that Employee shall be paid their full straight-time shift at their regular rate. Their ability to work or not work shall be determined by a qualified physician or other designated representative of the Employer's medical department.

SECTION 6. **WORKERS COMPENSATION**: The Employer and the Signatory Union to this Agreement are encouraged to develop and implement alternative dispute resolution procedures to resolve worker's compensation claims disputes when and where permissible and/or legal.

## ***ARTICLE 17***

### **PROCESSING TIME**

SECTION 1. In administering this provision, the following guidelines shall apply:

- A. Applicants will be processed through the Employer's office between the hours of 7:00 am and 5:00 pm, Monday through Friday.

- B. A job applicant engaged in training when their requisition is canceled shall be paid two (2) hours at the straight-time rate of pay, or actual time spent in training, whichever is greater.
- C. An applicant rejected as a result of a medical disqualification, they shall be paid for training time.
- D. The Employer agrees to pay applicants for all time spent in employment processing, at the straight-time rate of pay, to include up to one and one-half (1-1/2) hours each way to defray travel expenses if directed by the Employer to the NNSS, or up to five (5) hours if directed to the NTTR, unless the applicant is not able to meet the Employer's job requirements, for the job to which they were referred, or for reasons which are the applicant's own responsibility.
- E. All applicant's time must begin and end at the Labor Relations office.

SECTION 2. An applicant who is interviewed and not offered employment, shall receive two (2) hours at the straight-time rate of pay. This pay shall be mailed to their address of record or the local Union office to the attention of the appropriate Union Representative within two (2) weeks following the date of the rejection. This payment does not count as wages and shall not include fringe benefits or payroll deductions.

SECTION 3. Employees returning to work from an approved leave without pay or inactive payroll, shall be entitled to payment for processing time as required by the Employer.

SECTION 4. If the Employer requires the Employee to report for termination processing outside of their established shift, the Employer agrees to pay all Employees for all time spent in processing on the termination of an Employee for any reason. A minimum of two (2) hours at straight-time will be paid or actual hours, whichever is greater, if for unseen circumstances, the Employee is detained beyond two (2) hours. If the Employee is not available to process out in person, any payment will be mailed to the Employee's address of record.

SECTION 5. Any processing time, excluding employment training, shall not be considered as time worked for the purposes of computing overtime.

## ***ARTICLE 18***

### **PHYSICAL EXAMS**

SECTION 1. The Employer may have any Employee subject to this Agreement, submit to a post-offer-of-employment, periodic, or termination physical examination by its medical advisors.

SECTION 2. The Employer agrees to pay an Employee for time spent in a physical examination ordered by the Employer at the applicable rate of pay.

SECTION 3. Any report resulting from any examination specified above shall be made available to the Employee involved upon written request by said Employee.

SECTION 4. It is not the intent of the Employer to use the results of any of the above physical examinations against the Employee involved unless the results show that the Employee is no longer physically fit to safely perform or that continuation on the job by said Employee would be detrimental to the Employee or hazardous to other Employees.

In the event a dispute arises between the parties over the Employer's use of the results of a physical examination against an Employee or applicant pursuant to the above provision, such dispute shall be subject to the Grievance and Arbitration Procedure Article of this Agreement.

SECTION 5. If an Employee is disqualified due to the results of a medical examination, a subsequent physical examination by the Employer within six (6) months, which finds that the Employee is capable of performing their duties may allow the Employee to pursue employment.

SECTION 6. An Employee may request a physical examination provided that such requests may not be made more often than intervals recognized by the Employer's medical staff as consistent with good medical practices.

SECTION 7. Employees may be required to submit to a blood test if it is a mandatory requirement for their position.

## ***ARTICLE 19***

### **WAGES**

SECTION 1. **WAGES**: Wages for the classifications covered by this Agreement shall be paid in accordance with Appendix A.

SECTION 2. **PAYMENT OF WAGES**: All Employees covered by this Agreement shall be paid once a week by negotiable check on a designated weekly pay day, prior to the end of their established shift. If the designated weekly pay day falls on an observed holiday, pay day shall be the day preceding such holiday.

Upon 30 days' notice, the Employer may require all Employees to participate in the Employer's direct deposit program. All new Employees will have thirty (30) days to become enrolled in the program. All Employees will have their paychecks directly and automatically deposited in a bank account of their choice. If the Employee does not have an account, an alternative means will be provided by the Company.

Employees are paid their payroll check either by paper check or through direct deposit. The paper check or paystub showing direct deposit may be mailed to the Employee's address on file. The Employer is required to pay all wages due to an Employee on a weekly basis on a designated payday. So long as the paper check is postmarked and mailed on the date upon which payment of wages is required, the Employer shall not be liable for waiting time to such Employee. The Employer shall affirm the date of mailing and no further proof of mailing shall be required.

In the event an Employee is not paid, they shall be compensated in one-half (1/2) hour increments at the straight-time hourly rate, not to exceed their regular assigned shift hours per day in any twenty-four (24) hour period, until such payment is made.

### **EXAMPLE**

Assigned 8 hour shift = Maximum 8 hour penalty pay

Assigned 10 hour shift = Maximum 10 hour penalty pay

SECTION 3. **PAYMENT UPON LAY-OFF OR DISCHARGE**: Employees who are laid off or discharged must be paid wages due them at the time of layoff or discharge. In the event the Employer fails to pay an

Employee at time of layoff or discharge, they shall be paid waiting time not to exceed their regular assigned shift hours at the straight-time rate of pay, in any twenty-four (24) hour period, until such payment is made.

SECTION 4. **PAYMENT UPON RESIGNATION OR VOLUNTARY QUIT**: Whenever an Employee resigns or quits their employment, the wages and compensation earned and unpaid at the time of their resignation or quitting, must be paid no later than the day on which they would have regularly been paid the wages or compensation, or seven (7) days after they resign or quit, whichever is earlier. This payment will be mailed with delivery confirmation.

SECTION 5. **INSUFFICIENT FUNDS**: Employees who receive a check which is non-negotiable because of insufficiency of funds on deposit, will promptly be issued a replacement check after sufficiency of funds has been verified. Employees shall be paid waiting time not to exceed their regular assigned shift hours at the straight-time rate of pay, in any twenty-four (24) hour period, until such time payment is made.

SECTION 6. **INCORRECT PAYMENTS**: Employees must bring the matter of incorrect payments to the attention of the Employer in writing utilizing the Labor Relations "Pay Discrepancy Form". The Employee must complete this form and submit it to the Company designee as soon as possible. This form must be submitted to Labor Relations by Supervision on the same day it is received from the Employee. Once this form is received by Supervision and relayed to Labor Relations, the Employer shall correct the incorrect payment in the pay period in which the form is received or following pay period if the form is received on the last day of a pay period. If the correction is not made within this time period, the penalty for an incorrect check shall be a minimum of two (2) hours straight-time. If the amount of the incorrect payment is greater than two (2) hours straight-time, the penalty shall equal the amount of the incorrect payment, up to a maximum of eight (8) hours straight-time pay for Employees on a five-eight (5/8) shift, or ten (10) hours straight-time pay for Employees on a four-ten (4/10) shift, for each twenty-four (24) hour period in which compensation is not corrected. Failure to bring any incorrect payments to the Employer's attention within a reasonable time, not to exceed thirty (30) days, may result in a waiver of any potential penalty fees.

SECTION 7. **WAGE INCREASE/ALLOCATIONS**: Wage increases, allocations, and re-allocations to this Labor Agreement shall be implemented and paid to Employees within forty-five (45) days of receipt of written notification from the Union to the Employer, and be paid retroactive to the effective date of such increase/allocations. A penalty of one (1) hour straight-time rate of pay will be paid to Employees for each day of waiting time beyond the forty-five (45) days, until such Wage Increase/Allocation payments are made.

## ***ARTICLE 20***

### **SHIFTS AND HOURS OF WORK**

The "Work day" shall begin at 12:00 am and shall continue for a twenty-four (24) hour period. This applies to any day of the week. The day shift shall commence in accordance with the specific Shift provisions outlined below. While in overtime status, an Employee will not revert to a lower rate. This does not apply to pre-shift overtime.

For the purpose of calculating payroll, the workweek/pay period is from 12:00 am Monday to 11:59 pm Sunday.

This section hereby incorporates the Interpretation/Memorandum of Agreement below entered into December 22, 2005.



# JLMIC-0019  
December 22, 2005

**PROJECT LABOR AGREEMENT**  
**INTERPRETATION/MEMORANDUM OF AGREEMENT**

In accordance with the *Interpretations Committee Article* of the Project Labor Agreements between Bechtel Nevada and the Southern Nevada Building and Construction Trades Council Signatory Unions, the Alliance Administrative Committee rendered an Interpretation on the following issue on Wednesday, November 30, 2005. This Interpretation/Memorandum of Agreement is final and binding and shall apply to the Agreement(s) noted below:

AGREEMENT(S):     Construction     M&O     Tunnel & Tunnel-Shaft     Appendix "B"

ARTICLE(S):    Article 20, "Shifts and Hours of Work"

**ISSUE:** *During other Interpretation Meetings, the committee established a shift as being only Monday through Thursday or Tuesday through Friday. Employees work on Friday, a non-established shift day. Bechtel Nevada was told to pay a pre-shift or post-shift. Bechtel Nevada does not agree because they are not established shifts.*

**INTERPRETATION DECISION:** Overtime is overtime and there is no shift on Friday, Saturday or Sunday.

FOR THE UNIONS:    Robert A. Nard    1/8/06  
Robert Nard, Labor Co-Chair    Date

FOR THE COMPANY:    Wes Young    12/22/05  
Wes Young, Management Co-Chair    Date

If an Employee is contacted less than two (2) hours prior to their start of a shift for a shift change, they shall receive two (2) hours straight-time pay if they report for the new shift change or if the Employee's scheduled shift was canceled. This provision applies to all shifts.



## SECTION 1. FIVE DAY, EIGHT HOUR (5/8) SINGLE SHIFTS

- A) Seven (7) consecutive hours, exclusive of meal period between 6:00 am and 5:00 pm, shall constitute a single shift for which eight (8) times the straight-time hourly rate shall be paid. Thirty-five (35) hours, Monday 7:00 am through Friday 5:00 pm, shall constitute a week's work. There shall be no staggering of starting times for Employees working on the same project, area, or location.
- B) The standard workweek shall consist of five (5) workdays, Monday through Friday.
- C) All hours worked before and after an Employee's established shift, Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays shall be paid at the applicable overtime rate.

## SECTION 2. FIVE DAY, EIGHT HOUR (5/8) MULTIPLE SHIFTS

- A) When two (2) or more shifts are worked for five (5) or more consecutive days, seven (7) hours of work shall constitute a day's work, for which eight (8) times the straight-time rate shall be paid. The Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. There shall be no split or staggered shifts.
- B) Unless a shift runs five (5) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- C) Employees reassigned to a shift other than their established shift, for duration of less than five (5) consecutive work days, shall be paid at the applicable overtime rate.
- D) Employees assigned to work the day shift, swing shift, and/or graveyard shift shall receive one-half (½) the daily Bonus Hour for daily work of four (4) hours or less on their shift. They shall receive the full Bonus Hour for daily work in excess of four (4) hours.
- E) The applicable overtime rate shall be paid for all time worked in excess of seven (7) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-five (35) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked from Friday midnight to Sunday midnight and holidays worked.
- F) Shift time shall start at the designated point of work.
- G) Overlap between the day and night shift, if any, shall not exceed one (1) hour. (Overlap is normally for shift change only). Nuclear facilities overlap of any shifts shall not exceed two (2) hours.

## SECTION 3. FOUR DAY, TEN HOUR (4/10) SINGLE SHIFTS

- A) A four (4) day workweek consisting of four (4) consecutive days of ten (10) hours shifts may be established on a Monday through Thursday or Tuesday through Friday basis, not both. The Employer shall give the Union notification seven (7) days prior to beginning a four (4) day workweek. The four (4) day workweek shall remain in effect for a minimum of two (2) weeks.
- B) The starting time of the day shift will be 6:00 am, 6:30 am or 7:00 am.

- C) Overlap between the day and night shift, if any, shall not exceed one (1) hour. (Overlap is normally for shift change only). Nuclear facilities overlap of any shifts shall not exceed two (2) hours.
- D) Employees assigned to work the day shift or swing shift, shall receive one-half (½) the daily Bonus Hour for daily work of five (5) hours or less on their shift. They shall receive the full Bonus Hour for daily work in excess of five (5) hours.
- E) Nine (9) consecutive hours, exclusive of meal period between 7:00 am and 5:30 pm, shall constitute a single shift for which ten (10) times the straight-time hourly rate shall be paid. Thirty-six (36) hours, Monday through Thursday or Tuesday through Friday shall constitute a week's work.
- F) On four (4) day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate.
- G) All hours worked in excess of ten (10) hours will be paid at the double-time rate of pay on a regularly scheduled workday.
- H) The first ten (10) hours worked on a first or second scheduled day off shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate. All additional hours worked shall be paid at the double-time rate of pay.
- I) All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.
- J) All hours worked on a recognized holiday shall be paid at the applicable Overtime rate, per the Overtime Article of this Agreement.

**SECTION 4. FOUR DAY, TEN HOUR (4/10) SECOND SHIFT/NIGHT SHIFT/SWING SHIFT**

- A) When two (2) shifts are worked for four (4) or more consecutive days, nine (9) hours of work shall constitute a day's work, for which ten (10) times the straight-time rate shall be paid. The Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such two-shift operation. There shall be no split or staggered shifts.
- B) Unless a shift runs four (4) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- C) Employees reassigned to a shift other than their established shift, for a duration of less than four (4) consecutive work days, shall be paid at the applicable overtime rate.
- D) Employees assigned to work the day shift or swing shift, shall receive one-half (½) the daily Bonus Hour for daily work of five (5) hours or less on their shift. They shall receive the full Bonus Hour for daily work in excess of five (5) hours.
- G) The applicable overtime rate shall be paid for all time worked in excess of nine (9) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-six (36) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked on holidays or an Employee's scheduled day(s) off.
- H) Shift time shall start at the designated point of work.

- I) Nine (9) consecutive hours, exclusive of meal period between 5:00 pm and 5:00 am, shall constitute a single shift for which ten (10) times the straight-time hourly rate shall be paid. Thirty-six (36) hours, Monday through Thursday or Tuesday through Friday shall constitute a week's work.
- J) On four (4) day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate.
- K) All hours worked in excess of ten (10) hours will be paid at the double-time rate of pay on a regularly scheduled workday.
- L) An Employee assigned to the four (4) day, ten (10) hour night/swing shift shall be paid a shift differential of twelve and one-half percent (12-1/2%) of their straight-time hourly rate.
- K) Overlap of any shifts shall not exceed one (1) hour. Nuclear facilities overlap of any shifts shall not exceed two (2) hours.

SECTION 5. **CO-MINGLING SHIFTS**: Employees assigned to the five-eight (5/8) work week shall not be co-mingled with Employees assigned to the four-ten (4/10) work week. It is not the intent of the parties to co-mingle Employees assigned to the four-day, ten hour (4/10) shift with Employees assigned to the five-day, eight hour (5/8) shift unless an emergency situation arises, such as imminent danger to life or property.

SECTION 6. **OFF-SITE TRAINING**: The Employer may co-mingle Employees in training.

The Company may move an Employee's workweek if an Employee assigned to a four-ten (4/10) workweek is required to attend training that is only provided on a five-eight (5/8) workweek so that the Employee can attend said training. This shall also apply to an Employee assigned to a five-eight (5/8) workweek that is required to attend training only provided on a four-ten (4/10) workweek. If an Employee on a Monday through Thursday four-ten (4/10) workweek needs to attend training on a Friday, the Employee may be put on a Tuesday through Friday four-ten (4/10) workweek to attend the training. Advanced notice will be provided to the Union in anticipation of moving an Employee's workweek.

SECTION 7. **SPECIAL SHIFTS**: Due to the nature of work at the NNSS, the parties agree that if required by the Customer or Employer, "special shifts" other than those specified in this Article, may be established for a minimum of three (3) days.

An Employee shall work eight (8) or ten (10) consecutive hours exclusive of the meal period for which they will receive a fifty cent (\$0.50) premium flat rate which will become the base rate of pay Monday through Thursday. All time worked on Friday, Saturday, Sunday, and holidays shall be paid at the appropriate overtime rate.

It is recognized that certain special shifts may require modifications to provisions contained in this Article, not to include rates of pay and/or shift premiums. The EMPLOYER will give notification in writing, twenty-four (24) hours in advance, for work that can only be performed outside the regular day shift due to safety concerns or other project requirements.

SECTION 8. **CONSECUTIVE DAYS**: When any of the various shifts listed above state they must run for a minimum amount of consecutive days, they will be run for that minimum number of consecutive "workdays" as defined by Section 1 and the specific "workdays" at the Employee's assigned shift. Otherwise, the applicable overtime rate will be paid for all hours worked on a non-consecutive shift. This section hereby

incorporates the Interpretation/Memorandum of Agreement below entered into June 27, 2005.



No. JLMIC-013  
June 27, 2005

**PROJECT LABOR AGREEMENT  
INTERPRETATION/MEMORANDUM OF AGREEMENT**

In accordance with the *Interpretations Committee Article* of the Project Labor Agreements between Bechtel Nevada and the Southern Nevada Building and Construction Trades Council Signatory Unions, the Joint Labor-Management Interpretations Committee (JLMIC) convened and rendered an Interpretation on the following issue on June 27, 2005. This Interpretation/Memorandum of Agreement documents the decision and is final and binding and shall apply to the Agreement(s) noted below:

AGREEMENT(S):  Construction  M&O  Tunnel & Tunnel-Shaft  Appendix "B"

ARTICLE(S): **SHIFTS AND HOURS OF WORK (ARTICLE 20-Construction, M&O and Tunnel Agreements; APPENDIX B/II, SECTION B.)**

**ISSUE:** *Language under the various shifts reads, a) the employer may establish certain shifts, which must run for a minimum of 3, 4 or 5 consecutive days. b) If employees are worked on such shifts for less than 3, 4 or 5 consecutive work days, they shall be paid the applicable overtime rate for all hours worked during the shift assignment. What is the interpretation of "consecutive days" and "consecutive work days"?*

**INTERPRETATION DECISION:** When any of the various shift language in the above noted labor agreements states they must run for a minimum of "X" consecutive days, they will be run for that minimum number of consecutive **WORKDAYS**, otherwise the applicable overtime rate will be paid for all hours worked on that shift.

**EXAMPLES:**

- A 4-10 night shift is established Tuesday, Wednesday and Thursday nights. This meets the requirement of 3 consecutive workdays.
- A 4-10 night shift is established Thursday, Friday and Saturday nights. This does not meet the requirement of 3 consecutive workdays, as Friday and Saturday are not regular workdays on a 4-10 shift. Therefore, all hours worked on this shift would be paid at time and one-half.
- A 4-10 night shift is established Wednesday, Thursday and Monday nights. This meets the requirement of 3 consecutive workdays.
- A 5-8 multiple shift is established Wednesday, Thursday, Friday, Saturday and Sunday. This does not meet the requirement of 5 consecutive workdays, as Saturday and Sunday are not regular workdays on a 5-8 shift. Therefore, all hours worked on this shift would be paid at overtime (W, TH, FR, SAT at time and one-half; SUN at double time).

FOR THE UNIONS:

Rick Johnson  
Rick Johnson, Labor Co-Chair

7/14/05  
Date

FOR THE COMPANY:

Wes Young  
Wes Young, Management Co-Chair

7/14/05  
Date

## ***ARTICLE 21***

### **REPORTING TIME AND MINIMUM PAY**

#### **I. REPORTING PAY**

SECTION 1. **FIVE-EIGHT (5/8) SHIFTS**: An Employee assigned to a single shift or multiple shift system, reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work, receive pay for two (2) hours at their straight-time hourly rate for Monday through Friday. Such pay shall be at the appropriate overtime rate for Saturday, Sunday or holidays for Employees assigned to other than rotating shifts.

SECTION 2. **FOUR-TEN (4/10) SHIFTS**: An Employee assigned to a four-ten (4/10) shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work, receive pay for three (3) hours at their straight-time hourly rate for Monday through Thursday. Such pay shall be at the appropriate overtime rate for holidays, or the Employee's scheduled day(s) off.

#### **II. MINIMUM PAY**

SECTION 3. **FIVE-EIGHT (5/8) SHIFTS**: An Employee assigned to a single shift or multiple shift system, reporting for work at their regularly scheduled starting time, for whom work is provided, shall receive pay for not less than four (4) hours at the appropriate hourly rate, or if more than four (4) hours are worked, not less than eight (8) hours pay at their straight-time hourly rate, except as outlined in Section 5. Such pay shall be at the appropriate overtime rate for Saturday, Sunday, holidays, or the Employee's scheduled day off other than Saturday and Sunday.

- \* For Example: If an Employee reports for work on a eight (8) hour, double-time day and works for six (6) hours, they shall receive double-time for six (6) hours, and, in addition, shall receive the difference between six (6) hours and the eight (8) hour guarantee (or two [2] hours straight-time clearance pay); a total of fourteen (14) hours straight-time pay.

SECTION 4. **FOUR-TEN (4/10) SHIFTS**: An Employee assigned to a four-ten (4/10) shift (day or night), reporting for work at their regularly scheduled starting time for whom work is provided, shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours' pay at their straight-time hourly rate, except as outlined in Section 5. Such pay shall be at the appropriate overtime rate for holidays, or the Employee's scheduled day(s) off.

- \* For Example: If an Employee reports for work on a ten (10) hour, double-time day and works for six (6) hours, they shall receive double-time for six (6) hours, and, in addition, shall receive the difference between six (6) hours and the ten (10) hour guarantee (or four [4] hours straight-time clearance pay); a total of sixteen (16) hours straight-time pay.

If the Employer directs or holds an Employee after their starting time, that Employee will be paid in accordance with Sections 3 and 4 above.

SECTION 5. **CLEARANCE PAY**: The straight-time pay provided to Employees as outlined in the five-eight (5/8) and four-ten (4/10) shifts above shall be known as "clearance pay". Clearance pay is calculated by determining the Employee's normally scheduled shift, the hours actually worked, and the Employee's applicable regular/overtime status.

SECTION 6. **UNFORESEEN CIRCUMSTANCES**: If work is interrupted due to circumstances beyond the control of the Employer including but not limited to inclement weather, a breakdown causing discontinuance of a major unit of the project, etc., Employees who have reported for work and have begun work will be paid a minimum of four (4) hours on a five-eight (5/8) shift or five (5) hours on a four-ten (4/10) shift. If work proceeds beyond these hours, Employees will be paid actual hours worked.

SECTION 7. An Employee who works in more than one (1) classification in a workday will be paid the rate of the highest paid classification for the entire day.

SECTION 8. **FOREMAN/GENERAL FOREMAN DIFFERENTIALS**: If an Employee is upgraded to Foreman/Shifter for less than one-half (1/2) a shift, that Employee shall receive the Foreman/Shifter rate of pay for one-half (1/2) a shift. If an Employee is upgraded to Foreman/Shifter for more than one-half (1/2) a shift, that Employee shall receive the Foreman/Shifter rate of pay for the entire shift.

SECTION 9. Time spent in Employer required training will be considered hours worked and shall be paid at the appropriate rate.

### **EXAMPLES**

- a. An Employee assigned to a four-ten (4/10) shift is assigned and works temporarily as a Foreman for four (4) hours. They shall receive the appropriate Foreman differential for five (5) hours, (half the shift).
- b. An Employee on a four-ten (4/10) shift temporarily works as a Foreman for seven (7) hours. They shall receive the Foreman differential for ten (10) hours, (the entire shift).

SECTION 10. **NO PAY** will be due an Employee who reports for work in an unfit condition or is unable to perform said work for some other reason which is their own responsibility.

## ***ARTICLE 22***

### **MEAL PERIODS**

SECTION 1. **FOUR DAY, TEN HOUR (4/10) SHIFT**: For the four-ten (4/10) shift schedule, an established, uninterrupted, unpaid meal period of one-half (1/2) hour must be started and completed during the sixth (6th) hour after the regular starting time of each shift.

In the event the meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the appropriate overtime rate.

**INTENT**: Employees will eat-on-the-fly should a regular period not be available. This is not intended to be a full one-half (1/2) hour break, but just long enough for the individual to eat. This will be in accordance with the Craft Employee Work Rules.

SECTION 2. **FIVE DAY, EIGHT HOUR (5/8) SHIFT**: For the five-eight (5/8) shift schedule an established uninterrupted unpaid meal period of one-half (1/2) hour must be started and completed during the fifth (5th) hour after the regular starting time of each shift.

In the event the meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the appropriate overtime rate.

SECTION 3. If an Employee is required to work more than two (2) hours of pre-shift or post-shift overtime, they shall receive a paid meal period of one-half (1/2) hour in addition to the overtime hours worked.

If the Employee continues to work post-shift overtime, they shall be entitled to an additional one-half (1/2) hour paid meal period each four and one-half (4-1/2) hours thereafter.

SECTION 4. When project conditions dictate a change in the established meal period, as outlined in Sections 1 and 2 above, a change in the uninterrupted meal period may be initiated. The one-half (1/2) hour meal period may be moved, but must start and be completed within the one (1) hour window.

The Union and the Employer agree that when job conditions dictate, the one (1) hour meal period window identified in Sections 1 and 2 may be increased, or the overlap of meal periods may be scheduled by mutual agreement of the affected craft Union representatives, prior to such schedule commencing. The request for such changes and any mutual agreements shall be made in writing.

SECTION 5. The Employer will make food available for Employees who are required to work for extended periods of unscheduled overtime.

SECTION 6. **GIFTED MEAL PERIODS:** Gifted meal periods for Employees assigned to any work shift shall be paid at the applicable overtime rate.

**INTENT:** The intent of this Article is for the Employer to establish a meal period, within the time periods stated in Sections 1 and 2, which will be the normal meal period for a crew. It is the intent of this Article to allow Employees to have an uninterrupted one-half (1/2) hour meal period. The Employer will notify Employees of a change in the meal period as early in the day as possible.

It is NOT the intent of this article to prevent Employees from having a meal period by working them straight through and paying them for not having a meal period. It is NOT the intent for the Employer to obtain ten and one-half (10-1/2) hours work coverage for ten (10) hours pay, or in the case of an eight (8) hour shift. It is NOT the intent for the Employer to obtain eight and one half (8-1/2) hours work coverage for eight (8) hours pay. Should circumstances require an Employee not to have an uninterrupted meal period, then Employees shall be allowed to take a break, (not intended as an actual meal period), which enables them to have something to eat, in accordance with the Craft Employee Work Rules.

## ***ARTICLE 23***

### **REPORTING POINTS AND TRANSPORTATION**

SECTION 1. Reporting Points are the physical location Employees must travel to when reporting for duty at the start of a shift. Reporting Points are designated by the Employer and may be separate from an Employee's jobsite.

SECTION 2. All Employees will report to their jobsite on their own time throughout the NNSS. The Employer shall ensure that Reporting Points have adequate sanitation facilities and communication services available. A change in an Employee's assigned reporting point may be made before the end of their last work period.

SECTION 3. An Employee assigned to work at a location outside the designated area of the Employee's Reporting Point shall be transported by the Employer between the Reporting Point and place of work, either inside or outside the Employee's scheduled hours of work.

SECTION 4. The Employer will provide transportation to and from the NNSS from Pahrump and at least two (2) designated locations in the greater Las Vegas area. Ticketing requirements shall be determined by Management. The fares and services will be the same as enjoyed by other portions of the Company, that is two dollars (\$2.00) each way traveled by the Employee, for the first three (3) years of this Agreement. If at the end of three (3) years the fares increase, the Employer and the Union agree that such increase will be the subject of the economic reopener scheduled at the end of three (3) years, which shall not be subject to the terms and conditions of the No Strikes Or Lockouts and Grievance and Arbitration Article of this Agreement.

SECTION 5. In the event that Employees are required to work overtime and those Employees are unable to utilize their normal source of transportation, the Employer shall provide transportation to the Employees' normal transporting point.

SECTION 6. At the end of shift, if an Employee has to wait in excess of sixty (60) minutes for transportation, that Employee will be placed in pay status from the end of the work period until the transportation is provided. An Employee placed in pay status may be returned to work during a transportation delay.

SECTION 7. In the event an Employee is late for work due to delay or failure of Employer provided transportation, the Employee will be paid beginning at their regular starting time. If an Employee is unable to report to work due to the above, the Employee shall be paid applicable show-up time provided they have made reasonable attempts to secure transportation from the Employer or through personal means.

SECTION 8. In the event there is any work beyond the present boundaries of the NNSS, the Employer agrees to discuss transportation with the Union.

SECTION 9. Employees shall start and complete their shift at their original reporting point. If the Employer causes the Employee to complete their shift at a point further away from their original reporting point, they will be compensated at the applicable rate of pay until returned to the original reporting point. It is not the intent of this section to return an Employee to their original reporting point if they are closer to their residence at the end of their shift.

SECTION 10. **NTTR**: A change in an Employee's assigned reporting point may be made before the end of their last work period. If an Employee's reporting point is changed during their workweek from the NNSS to the NTTR or vice versa, the Employee shall be permitted to travel during their workday or shall be paid actual required travel time, not to exceed four (4) hours. If an Employee's reporting point is changed during their workweek from Las Vegas to the NTTR or vice versa, the Employee will be paid five (5) hours travel time, if not permitted to travel during their workday.

## ***ARTICLE 24***

### **ZONE PAY**

SECTION 1. An Employee's rate of zone pay is determined by the Employee's reporting point:

- a) **ZONE A (LAS VEGAS)**: Employees reporting to Las Vegas and the surrounding vicinity will receive no zone pay. No zone pay is paid to the Employees that report to work at NLV or RSL.



- b) **ZONE B (MERCURY AND FORWARD AREAS)**: Employees reporting to the NNSS will be paid zone pay in an amount equal to two dollars (\$2.00) per hour worked. Zone pay will be paid for all hours worked within that zone.
- c) **ZONE C (NTTR)**: Employees reporting to the NTTR will be paid zone pay in an amount equal to two dollars and fifty cents (\$2.50) per hour worked. Zone pay will be paid for all hours worked within that zone.

SECTION 2. This Article may be reviewed by both parties, the Employer and the Union, at the scheduled economic reopener in three (3) years, which shall not be subject to the terms and conditions of the No Strikes Or Lockouts Article and the Grievance and Arbitration Article of this Agreement.

SECTION 3. Zone pay will be paid at a flat rate for each hour worked as described in Section 1 of this Article and shall not be increased for the purposes of calculating overtime. Zone pay is not included in the calculation of fringe benefits.

**ARTICLE 25**

**ALLOWANCES WHILE TRAVELING**

SECTION 1. Employees will be paid at their applicable rates for the hours specified while on Company-directed travel for training or special assignments.

<b>Work / Travel</b>	<b>Scheduled Workday</b>	<b>Non-Scheduled Workday</b>
Employee works the length of their normal day (or more) and travels on the same day.	Pay length of normal workday.	<u>Normal 8 Hour Workday:</u> 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate  <u>Normal 10 Hour Workday:</u> 5 hours minimum at the applicable overtime rate OR 10 hours maximum at the applicable overtime rate.
Employee works less than the length of their normal day and travels on the same day.	Pay length of normal workday.	<u>Normal 8 Hour Workday:</u> 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate  <u>Normal 10 Hour Workday:</u> 5 hours minimum at the applicable overtime rate OR 10 hours maximum at the applicable overtime rate.
Employee travels (and performs no work that day).	Pay length of normal workday.	<u>Normal 8 Hour Workday:</u> 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate

		<u>Normal 10 Hour Workday:</u> 5 hours minimum at the applicable overtime rate OR 10 hours maximum at the applicable overtime rate.
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SECTION 2. When on Company-directed travel or on special assignments, Employees covered by this Agreement will not be required to prepay air travel, rental cars, or hotel lodging expenses. Should an Employee prepay such expenses on a Company card, the Employee will be reimbursed in accordance with Company policy.

SECTION 3. The Meal Periods Article does not apply to this Article.

**ARTICLE 26**

**HOLIDAYS**

The following days are recognized as holidays for Employees herein classified:

- |                            |                        |
|----------------------------|------------------------|
| New Year's Day             | Labor Day              |
| Martin Luther King Jr. Day | Veterans Day           |
| Presidents' Day            | Thanksgiving Day       |
| Memorial Day               | Day after Thanksgiving |
| Independence Day           | Christmas Day          |

If any of the above holidays should fall on Sunday, the Monday following shall be observed as the legal holiday.

Work on such days shall be paid for at the holiday rate of pay.

At Management’s discretion, non-workdays may be scheduled in conjunction with recognized scheduled holidays. Management shall notify the Unions twenty-one (21) days prior to scheduling a non-workday associated with a recognized holiday. A non-workday declared for operational purposes shall not require prior notification. An operational non-workday is defined as a non-workday associated with a test or other related operational requirements. The non-workday prior notification will be required for all holidays commencing with Martin Luther King Jr. Day 2021.

No work shall be required on Labor Day, except as it is necessary for the protection of life and property.

**ARTICLE 27**

**OVERTIME**

Overtime is defined as all hours worked outside of an Employee’s established shift.

SECTION 1. **TIME AND ONE-HALF OVERTIME RATE:** Overtime shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for the following:

- A. **FIVE DAY, EIGHT HOUR (5/8) SHIFT**

- a) The first two (2) hours worked in excess of the established shift
- b) The first ten (10) hours worked on Saturday

**B. FOUR DAY, TEN HOUR (4/10) SHIFT (MONDAY THROUGH THURSDAY)**

- a) The first ten (10) hours worked on Friday or Saturday
- b) The first eleven (11) hours worked on Friday or Saturday

**C. FOUR DAY, TEN HOUR (4/10) SHIFT (TUESDAY THROUGH FRIDAY)**

- a) The first one (1) hour worked in excess of the established shift
- b) The first eleven (11) hours worked on Saturday

SECTION 2. **DOUBLE-TIME OVERTIME RATE:** Overtime shall be paid at the rate of double (2) times the straight-time hourly rate for the following:

**A. FIVE DAY, EIGHT HOUR (5/8) SHIFT**

- a) All hours worked in excess of ten (10) hours Monday through Saturday
- b) All hours worked on Sundays between 12:00 am to 11:59 pm
- c) All hours worked on Holidays between 12:00 am to 11:59pm
- d) All hours worked through an established meal period

**B. FOUR DAY, TEN HOUR (4/10) SHIFT (MONDAY THROUGH THURSDAY)**

- a) All hours worked in excess of ten (10) hours Monday through Saturday
- b) All hours worked on Sundays between 12:00 am to 11:59 pm
- c) All hours worked on Holidays between 12:00 am to 11:59 pm
- d) All hours worked through an established meal period

**C. FOUR DAY, TEN HOUR (4/10) SHIFT (TUESDAY THROUGH FRIDAY)**

- a) All hours worked in excess of ten (10) hours Tuesday through Saturday
- b) All hours worked on Sundays between 12:00 am to 11:59 pm
- c) All hours worked on Mondays between 12:00 am to 11:59 pm
- d) All hours worked on Holidays between 12:00 am to 11:59 pm
- e) All hours worked through an established meal period

SECTION 3. All overtime shall be paid in one-half (½) hour increments. There shall be no pyramiding of overtime.

SECTION 4. **REST PERIODS:** In the event an Employee does not receive an eight (8) hour break between work periods, an Employee must be authorized by a non-bargaining supervisor as to when they may return to work. If the Employee is authorized to return to work before the end of the eight (8) hour break, the Employee shall remain in overtime status until they receive an eight (8) hour break.

SECTION 5. **PRE-SHIFT OVERTIME:** Employees required to work more than seven (7) hours of pre-shift overtime shall remain on the applicable overtime rate during their regularly scheduled shift.

SECTION 6. **CALL-OUT PAY**

- a) A call-out prior to and continuous with the Employee's normally scheduled shift shall be paid on the basis of actual hours worked at the applicable overtime rate.
- b) Employees who have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay and actual hours worked thereafter at the applicable overtime rate for Employees assigned to an eight (8) hour shift, or a minimum of five (5) hours pay and actual hours worked thereafter at the applicable overtime rate for Employees assigned to the ten (10) hour shift. It is recognized that this guarantee is provided because of the special inconvenience imposed upon an Employee by a call-out.
- c) If an Employee is contacted in their off-duty hours by an authorized representative of the Employer, and asked for technical advice, or to assemble a crew, only that Employee will be entitled to a minimum of two (2) hours' pay at the straight-time rate of pay. If the Employee can't, is unwilling to provide technical advice, or to assemble a crew, no pay will be provided.

## ***ARTICLE 28***

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

SECTION 1. When making work assignments, the Employer shall assign the work based on established practices at the NNSS, economy, efficiency, safety and the qualifications of the trade assigned to perform the work.

SECTION 2. If a dispute arises as to a specific work assignment, the dispute will be referred to the Work Assignment Dispute Resolution Process (WADRP) outlined in Section 3. Work assignment disputes are not subject to the Grievance and Arbitration Procedure of this Agreement.

SECTION 3. The WADRP is the rules and regulations for and the Forum for resolving jurisdictional disputes at the NNSS and other facilities deemed appropriate within the DOE, NNSA/NFO System.

This process shall apply to:

- a) MSTs, who employs members of the Unions who perform work covered by the NNSS PLA and who are signatory to this Agreement establishing the WADRP.
- b) All subcontractors, at any tier, hereinafter referred to as Contractor, who are awarded contracts by MSTs to perform work covered by the NNSS PLA, shall be bound by the terms of this Agreement by their acceptance of their contract.
- c) All Unions who perform work covered by the NNSS PLA who are signatory to this Agreement establishing the WADRP.

The type of Jurisdictional Work Disputes to be covered by the Dispute Resolution Process shall be:

1. Work in Progress
2. Work disputed at a pre-job conference

#### SECTION 4. **RESPONSIBILITIES OF THE PARTIES**

- a) The contractor who has responsibility for performance and installation shall make a specific assignment of work which is included in their contract in accordance with the NNSS PLA.
- b) Prior to the start of any new work, the contractor shall schedule and conduct a pre-job conference with the SNBTU and Signatory Local Unions wherein the contractor will explain their entire scope of work and will make specific jurisdictional assignments of the work.
- c) It shall be the contractor's responsibility to schedule their pre-job conference by contacting MSTs Labor Relations.
- d) The contractor shall provide a minimum of one (1) week's notice to the Unions when scheduling a pre-job conference. The contractor shall allow enough time between the pre-job conference and the start of work to resolve disputes between the crafts.
- e) When the contractor has made a jurisdictional assignment of work the contractor shall continue the assignment without alteration unless otherwise directed by the WADRP Forum.
- f) There shall be no strikes, work stoppages, or picketing arising out of a jurisdictional dispute.
- g) In addition to the above responsibilities, a work assignment responsibilities matrix is attached and shall become a part of the Agreement.
- h) The criteria to be used by the WADRP Forum in making assignments of work are listed in Section 7.

#### SECTION 5. **WORK ASSIGNMENT DISPUTE RESOLUTION PROCESS**

- A. The dispute resolution process shall be the same for all jurisdictional disputes subject to this Agreement however the time limits for resolving these dispute shall be as follows:

##### **B. WORK IN PROGRESS TIME LIMITS AND PROCESS**

The time limits for work in progress jurisdictional disputes shall be as follows:

- Day 1: Craft Shop Stewards / Project Superintendent / Labor Relations / Foreman / General Foreman shall meet on site to discuss/ resolve the jurisdictional dispute.
- Day 2 & 3: If the jurisdictional dispute is not resolved on Day 1, the Unions involved in the dispute shall submit written information regarding the dispute to Labor Relations.
- Day 4 & 5: Labor Relations schedules a formal meeting with the WADRP Forum on Day 4. The Unions involved submit relevant backup information to Labor Relations substantiating their claim to the work.
- Day 6 to 9: Dispute Resolution Forum convenes to review evidence and issue a decision on the work assignment.

##### **C. WORK DISPUTED AT PRE-JOB CONFERENCE TIME LIMITS AND PROCESS**

The time limits for work disputed at a pre-job conference shall be as follows:

Day 1: Business Agents / Business Managers / Craft Shop Stewards (if applicable) / Project Superintendents / Labor Relations/ shall meet to discuss / resolve the jurisdictional dispute.

Day 2 to 5: If the jurisdictional dispute is not resolved on Day 1, the Unions involved shall submit written information regarding the dispute to Labor Relations.

Day 6 to 9: Labor Relations schedules a formal meeting with the WADRP forum on Day 6. The Union involved in the dispute shall submit relevant backup information to Labor Relations substantiating their claim to the work.

Day 10 & 11: Dispute Resolution Forum convenes to review evidence and issue a decision on the work assignment.

The time limits on both processes may be extended by mutual consent of the parties.

#### SECTION 6. **WORK ASSIGNMENT DISPUTE RESOLUTION FORUM**

The work assignment Dispute Resolution Forum shall be as follows:

- A. The Forum will consist of three (3) disinterested Union representatives that will be selected by the SNBTU President or Secretary/Treasurer at a meeting with all the Signatory Unions and MSTs Labor Relations present.
- B. Four (4) crafts will be drawn. The fourth (4<sup>th</sup>) craft drawn will be the alternate. The alternate will be used in the event one (1) of the first three (3) members cannot attend the WADRP hearing. A Forum member who cannot attend must give a twenty-four (24) hour notice.
- C. There will be no disqualification of Forum members.
- D. The Forum will select a Chairperson.
- E. Either the President or Secretary/Treasurer of the SNBTU will serve as a non-voting Advisor to the Forum. The Advisor will be able to go between the Forum and interested parties to answer questions asked by the Forum during the confidential voting session.
- F. All members of the Forum will support the majority decision.
- G. The decision of the Forum is final.
- H. The decision will be rendered in writing by the Forum and made available to the parties within twenty-four (24) hours.
- I. The WADRP will be administered by Labor Relations who will promulgate the Forum's decision.

- J. If the matter is not resolved at the Forum level, the issue shall be referred to the respective General Presidents of the International Unions for attempted resolution. If agreement is reached, the Employer will be advised, in writing, of the resolution.

**SECTION 7. CRITERIA TO BE USED BY THE WADRP FORUM FOR THE RESOLUTION OF WORK ASSIGNMENT DISPUTES**

The criteria to be used by the WADRP Forum for the resolution of work assignment disputes shall be as follows: (**NOTE**: Raytheon inter-craft and individual intra-craft letters may be used as criteria.)

Primary consideration and the highest possible weight will be given to item A:

- a) Written jurisdictional work assignments by REECo, WADRP decisions, and International Jurisdiction Agreements between the crafts contained in the 10 Volumes.

Secondary consideration and lower weight will be given to items B and C:

- b) International Jurisdictional Agreements between the crafts; Local Jurisdictional Agreements between the crafts; Jurisdictional Memorandums between the crafts; Green Book decisions.
- c) Joint Board Decisions / Joint Arbitration Board Decisions if relevant and geographically limited to west of the Rocky Mountains and are consistent with the type of work being disputed.

Consideration for items D, E, F, and G shall be lower than items B and C and shall be based on credibility, relevancy and validity:

- d) Letters of assignment from other contractors; previous assignments off site (Multi Crafts).
- e) Side Letters from REECo given to the individual craft.
- f) Experience and recollection of people involved in the dispute.
- g) Craft's own definition of their work.

Consideration for item H shall be weighted as indicated below:

- h) Economy and efficiency

Economy, efficiency, and safety will always be a consideration when making work assignments and/or when weighing jurisdictional disputes criteria. However, when the WADRP Forum is considering economy and efficiency as criteria, it may be weighted differently, depending on the circumstances. See guidelines contained in Section 8.

**SECTION 8. GUIDELINES FOR USE OF ECONOMY & EFFICIENCY**

- a) Economy and efficiency are of primary concern and are essential criteria in insuring a sustainable future for the NNSS.

- b) There may be work assignment on a case-by-case situation wherein it is more economical or efficient to assign small portions of unforeseen, incidental work which is minor and insignificant to a craft already performing work in the area rather than stopping one craft from working to allow another craft to perform the incidental work which has historically belonged to them.
- c) At the request of Management, the WADRP Forum may consider the use of economy and efficiency as a determinant in their decision if the following conditions are met:
  - 1. The craft Union whose work is affected has been appropriately advised by Management, and concurs with the decision.
  - 2. The work in questions is incidental to a larger work operation.
  - 3. Management is not flagrant in their selection of the work to be considered.
  - 4. Trust and good will between the parties is not abused.
  - 5. Appropriate pre-planning of the work, on the part of Management, has been done.
  - 6. The situation occurs infrequently.
  - 7. The need to consider economy and efficiency is documented as to why and who was contacted.
  - 8. The consideration is done on a case-by-case basis.
  - 9. The assignment of incidental work to another craft does not set a precedent for future work assignments.



<b>WORK ASSIGNMENT RESPONSIBILITY MATRIX</b>							
<b>ENTITY:</b>	<b>S U P E R I N T E N D E N T S</b>	<b>L A B O R R E L A T I O N S</b>	<b>G E N E R A L F O R E M A N</b>	<b>E N G I N E E R</b>	<b>B U S I N E S R E P</b>	<b>S H O P S T E W A R D</b>	<b>F O R E M A N</b>
<b>ALL PHASES OF PROJECT:</b>							
Coordinate with Labor Relations	X		X	X	X	X	
Disclosure of Pertinent Information Re: Jurisdiction	X	X	X	X	X	X	
Coordinate with Engineers (M&O Only)	X						X
Pinpoint, Define, and Research Problems/Issues Re: Work in Dispute	X	X			X	X	
Other Proposed Work Assignments when Efficiency and Economy are Necessitated	X	X			X	X <sup>1</sup>	
<b>PRE-JOB PLANNING</b>							
Understand Full Scope of Project	X		X	X			
Understand Jurisdiction	X		X				
Make Preliminary/Tentative Work Assignments	X	X	X				
Provide Information for Pre-Job Conference	X	X		X			
Initial Proposed Work Assignments when Efficiency and Economy are Necessitated		X					
<b>PRE-JOB CONFERENCE</b>							
Determine Project Parameters in Terms of Work to be Accomplished	X	X					
Develop and Document Work Assignments		X			X		
Present and Confirm Work Assignments - Pre-Job Conference Attendees	X	X			X	X	
Disputes and Resolution	X	X	X		X	X	
Define Problem/Issue Re: Work in Dispute	X	X			X	X	
Confirm and Communicate Final Work Assignments		X			X	X <sup>1</sup>	
Attend Pre-Job Conference		X			X	X	
Communicate Work Assignments to Craft on Project						X	
Proposed Work Assignments When Efficiency and Economy are Necessitated						X	

<b>EXECUTION OF THE WORK IN PROGRESS</b>							
Make On-The-Job Work Assignments <sup>2</sup>	X	X				X	
Monitor On-The-Job Work Assignments <sup>2</sup>	X	X	X				<sup>3</sup>
Objections to the On-The-Job Work Assignments <sup>2</sup>		X			X	X	
Resolutions of On-The-Job Work Assignments <sup>2</sup>	X	X			X	X	
Coordination of Workforce to Ensure Proper Crafts Perform Their Assigned Work	X						
Open and Complete Communication of Emergency and Expedient Work Assignments	X	X					

<sup>1</sup> At the discretion of the Business Representative

<sup>2</sup> Previously unassigned Work

<sup>3</sup> Information Resource Only

## ***ARTICLE 29***

### **GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 1. A grievance shall be defined as a dispute regarding the interpretation and/or application of the provisions of this Agreement, filed by an authorized Union Representative on behalf of the Union or an Employee covered by this Agreement, alleging a violation of the terms and provisions of this Agreement. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration Procedure shall not be construed as within the definition set forth above.

**NOTE:** It is the intent of the parties to resolve grievances at the earliest step of this Grievance Procedure and to utilize the Federal Mediation & Conciliation Service (FMCS) whenever possible to minimize the need and expense of arbitration.

SECTION 2. All grievances shall be handled in the following manner:

Step 1) a) All potential grievances must be filed by email, fax, or in person within fourteen (14) calendar days 1) after the potential grievance first arises, or 2) the Union had knowledge of circumstances that gave rise to the grievance. Grievances shall be referred to the appropriate Union Steward, Business Manager and/or authorized Union representative, and the responsible Labor Relations Representative.

b) If the potential grievance is not resolved within seven (7) calendar days, the potential grievance shall be reduced to writing, citing the Article and Section of this Agreement which has allegedly been violated, the facts surrounding the issue and the remedy sought and referred to Step 2 of the Grievance and Arbitration Procedure.

Step 2) The written grievance must be submitted within ten (10) calendar days after the conclusion of Step 1. The grievance shall be referred for resolution by the appropriate craft Business Manager and/or their authorized representative to the Employer's Labor Relations Manager. A written response stating either the resolution and the reason(s) for same or the reason(s) for rejection which will be required within ten (10) calendar days after receipt of the grievance in Step 2.

If a resolution is not reached in Step 2, the grievance may, by mutual agreement between the Union and the Employer, be submitted to Step 3 within ten (10) calendar days after receipt of the written response from Step 2. Otherwise the grievance shall be advanced to Step 4.

Step 3) Upon mutual agreement by both parties, the FMCS, may be asked to mediate the issue. If a resolution is not reached, then Step 4 of the Grievance and Arbitration Procedure will be followed.

Step 4) If a grievance is not resolved at the conclusion of Step 2 or Step 3, the Union may request arbitration within twenty-one (21) calendar days by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within seven (7) calendar days after receipt of the notice to arbitrate, the Union will request from the FMCS a list of five (5) Arbitrators from which the Arbitrator shall be selected. Such selection shall be accomplished by the Union and the Employer striking one (1) name each from the list, in turn, until only one (1) name remains. This remaining individual shall be the Arbitrator of the grievance.

a) The Arbitrator's decision shall be submitted in writing and shall be final and binding on all the parties to this Agreement. Nothing contained in this Agreement or any part thereof shall affect or apply to the Union in any action it may take against the Employer for failure to comply with any legally enforceable decision reached through arbitration.

The Arbitrator shall not have any authority to modify, amend, alter, add to, or subtract from any provisions of this Agreement.

b) Upon availability of the FMCS Expedited Arbitration Procedure, the parties may agree to utilize, with mutual consent, the Expedited Arbitration process, on a case-by-case basis.

c) The expense of arbitration, including the cost of the Arbitrator, and all necessary expenses for the hearing of the case, shall be borne equally by the Employer and Union or Unions involved.

SECTION 3. A grievance shall be considered null and void if not filed by the Union in accordance with the time limitations set forth above, unless the parties involved mutually agree, in writing, to extend the prescribed time limitations. Except for the above referenced, mutually agreed to extension of time limitations, the Arbitrator shall not have the authority to excuse a failure of the either party to comply with the time limitations set forth above regardless of the reason given for such failure.

### ***ARTICLE 30***

#### **INTERPRETATIONS COMMITTEE**

It is agreed and understood between MSTs and the Union to this Agreement, that an Interpretations Committee shall be established as an integral part of this Agreement.

The Interpretations Committee shall be a cooperative Labor-Management Committee composed of five (5) representatives or designees and one (1) alternate appointed by MSTs and Union representatives or designees

appointed by the President of the SNBTU. The Union signatory to this Agreement and MSTTS shall each designate a co-chairperson for the committee.

Whenever possible, the representatives appointed to this committee must have participated in negotiating the PLA.

The responsibility of the Interpretations Committee shall be to address and document the meaning, intent and purpose of the PLA “boilerplate” contract language contained herein in a fair and consistent manner.

In the event a dispute arises over the meaning, intent or purpose of the “boilerplate” contract language, any party signatory to this Agreement may request an interpretation be rendered by this committee. The rules and procedures governing the Interpretations Committee shall be established by the committee representatives and once established, shall become a part of this Agreement, by this reference.

In the event the meaning, intent or purpose of any language contained in Appendix A is questioned and a clarification is required, the parties involved in the negotiations of Appendix A shall meet and issue, in writing, an interpretation regarding the meaning, intent and purpose of the language.

### ***ARTICLE 31***

#### **TERM OF AGREEMENT**

SECTION 1. This Agreement shall be effective as approved by the signatory Union hereto at 12:01 am October 1, 2020 and remain in full force and effect from year to year thereafter, until midnight, September 30, 2025.

SECTION 2. Either the Union or MSTTS signatory hereto desiring to change or terminate this Agreement must notify the other party at least sixty (60) days, but not more than ninety (90) days prior to the expiration date of this Agreement. Open negotiations discussions may take place early, by mutual agreement, with MSTTS and the Union.

If notification is given by either party in accordance with this paragraph, and the parties have been unable to reach agreement on provisions of a new Agreement prior to the expiration date, the Agreement shall continue binding on a day-to-day basis until a new Agreement is established. Either party may treat this Collective Bargaining Agreement as canceled after the expiration date by giving written notice of such intent to the other party.

SECTION 3. This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto, reduced to writing and duly signed by each.

**PROJECT LABOR AGREEMENT FOR CONSTRUCTION  
TUNNEL AND TUNNEL-SHAFT,  
LOCAL UNION NO. 872  
Effective 10/01/2020 through 09/30/2025**

**APPENDIX A**

The work covered by this Agreement may include, but shall not be limited to, all classifications of work contained in the Laborers International Union Jurisdictional manual, which is included herein by reference.

- A. **CLASSIFICATIONS AND HOURLY WAGE RATES**: The applicable hourly Wage Rates for the following classifications covered by this Agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement (PLA).

**CLASSIFICATIONS**

Miner-Tunnel (hand or machine)  
Miner-Welder  
Miner-Tool Crib  
Bull Gang, Mucker, Trackman  
Bull Gang Welder  
Shaft, Raise and Stope Miner  
Shaft, Raise and Stope Miner-Welder  
Shifter/Expediter

**BULL GANG FOREMAN**: An Employee designated by the Employer as Bull Gang Foreman shall be paid a rate fifty cents (\$0.50) per hour more than the Bull Gang hourly wage rate. The Employer will not assign the duties and responsibilities of a Bull Gang Foreman to an Employee without designating such Employee as Bull Gang Foreman and paying them in accordance with this provision.

**SHIFTER/EXPEDITER**: The Shifter and/or Expediter shall be paid fifty cents (\$0.50) per hour over the highest minimum rate, paid to Employees under their direct supervision, regardless of craft. It is understood the pay rate for Shifters on days they are assigned to training or other special situations instead of routine work Shifters are to be paid the same rate(s) they would earn if they were performing their usual functions.

- B. **MONETARY INCREASES**

The hourly monetary package increases for the first three (3) years of this five (5) year Project Labor Agreement are identified in the Wage and Benefits Supplement to this PLA. The remaining two (2) years of the monetary package will be negotiated by the Union and the Employer indentifying future monetary increases by year.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/Contribution Funds. It shall be understood, however, that the Union must notify the Employer at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2020, shall remain in effect until the 1st day of October 2023, and shall continue from year to year thereafter unless MSTs or the Union give written notice to the other of a desire to change, amend or modify such wage rates at least ninety (90) days prior to October 1, 2023.

In the event notice of desire to change, amend or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before the effective date, Section 1 and Section 2 of the "No Strikes Or Lockouts" Article, will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS**

**TRUST FUND CONTRIBUTIONS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this PLA.

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement into the Construction Industry and Laborers Health and Welfare Trust.

**HEALTH AND WELFARE FUND:** A Health and Welfare Fund known as the Construction Industry and Laborers Health and Welfare Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated June 11, 1962, and subsequently amended and restated by the parties. The Contractors agree to abide by all terms and conditions of said Agreement and Declaration of Trust and by any rules and regulations or bylaws adopted by the Trustees of the Fund and further, to make payments to the Fund in the amount designated in the Wage and Benefits Supplement of the Agreement. The Contractors accept the Trustees appointed by the Associations as their Trustees. For details regarding any Health and Welfare Fund benefits, contact the Trust to obtain a current plan document.

2. **SAVINGS FUND:** The Employer shall contribute (add to base wage, tax and deduct) per hour for each hour worked or paid to Employees covered by this Agreement, and pay said amount to an account maintained in the Employee's name at a Financial Institution authorized by the Union.

Neither the Employer nor the Union shall have any control over the individual accounts established in each Employee's name.

Any monies deposited in these accounts shall be under the exclusive control and discretion of the Employee in whose name the account is established and may be withdrawn at any time subject only to such rules and regulations as the Financial Institution has adopted or may adopt pursuant to its charter.

The Employer's sole responsibility under this Section shall be to pay the amounts described herein.

Authorized Laborer Political Action League contributions will be deducted from this fund.

3. **PENSION:** The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Laborers' Pension Trust Fund.

## **PENSION FUND AND DC PENSION**

**(a) PENSION FUND:** A Pension Fund known as the Construction Industry and Laborers Joint Pension Trust has been established by an Agreement and Declaration of Trust dated January 1, 1969, and subsequently amended and restated by the parties. The Contractors agree to abide by said Agreement and Declaration of Trust and by any rules and regulations or bylaws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in the Wage and Benefits Supplement of this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period Employees are employed under the terms of their Agreement. It is understood and agreed between the parties and signatories to the Agreement and Declaration of Trust that to be included in any individual allocation increasing the pension contribution rate paid by the Employers at the inception of or during the term of this Agreement must be a minimum of sixty-two (\$0.62) cents per hour to be designated for the purpose of reducing the Plan's amortization period. In addition, certain Employers may be subject to the terms and contribution obligations of an applicable Rehabilitation or Funding Improvement Plan applicable to the Pension Fund.

**(b) DC PENSION FUND:** A Pension Fund, known as the Construction Industry and Laborers Joint Pension Trust DC Pension, has been established by an Agreement and Declaration of Trust dated November 1, 2014, which may be subsequently amended and restated by the parties. The Contractors agree to abide by said Agreement and Declaration of Trust and by any rules and regulations or bylaws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in the Wage and Benefits Supplement of this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period Employees are employed under the terms of their Agreement.

For details regarding any Pension Fund "A" or DC Pension benefits, contact the Trust to obtain a current plan document.

4. **VACATION FUND:** A Vacation Fund, known as the Construction Industry and Laborers Vacation Trust, has been established by an Agreement and Declaration of Trust dated June 1, 1965, and subsequently amended and restated by the parties. The Contractors agree to abide by said Agreement and Declaration of Trust and by any rules and regulations or By-Laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in the Wage and Benefit Supplement to this PLA. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period employees are employed under the terms of this Agreement. For details regarding any Vacation Fund benefits, contact the Trust to obtain a current plan document.

5. **SUPPLEMENTAL DUES**

(a) Subject to the following conditions, the Contractor agrees that each Employee may give written authorization to the Board of Trustees of the Laborers Vacation Trust Fund to pay the Union from the funds held by the Trustees on their behalf, the amount designated in the authorization card for each hour of his employment (hours worked or paid) in each payroll period commencing July 1, 2005, as special Supplemental Dues owed by the Employee to the Union.

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

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

6. **TRAINING FUND**: The Employer shall contribute the current Training amount per hour for all hours worked or paid to Employees covered by this Agreement to the Laborers Training Fund.

A Training Fund known as the Southern Nevada Laborers, Local 872 Training Trust and Apprenticeship has been established by an Agreement and Declaration of Trust, most recently amended and restated November 21, 1997, which may be subsequently amended and restated by the parties. The Contractors agree to abide by all the terms and conditions of said Agreement and Declaration of Trust and by any rules and regulations or bylaws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees, and further, to make payments to the Fund in the amount designated in the Wage and Benefits Supplement to this Agreement. Participation by the Contractors in said trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the duration of this Agreement and any renewals or extensions thereof or for the period Employees are employed under the terms of this Agreement.

## **D. MISCELLANEOUS**

### **1. LABORERS POLITICAL ACTION LEAGUE**

Subject to the conditions below, the Employer agrees that each Employee may give written authorization to the Board of Trustees of the Laborers Vacation Trust Fund to deduct from the funds held by the Trustees on the Employee's behalf the amount designated in the authorization card for each hour of employment (hours worked or paid) in each payroll period as a voluntary donation to the Laborers Political Action League for political purposes.

The Union shall bear the entire responsibility for obtaining the appropriate written authorization from the Employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incidental to the accounting, administration, and remittance to the Laborers Political Action League of the payment shall be borne solely and entirely by the Laborers Political Action League. The Employer and the Union agree to amend the Agreement and Declaration of Trust in the Laborers Vacation Trust for the purpose of providing for the deduction for the foregoing purpose. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this



Agreement.

2. **LIUNA NATIONAL LABORERS EMPLOYERS COOPERATION AND EDUCATION TRUST FUND**: Each Employer shall contribute to the LIUNA National Laborers Employers Cooperation and Education Trust Fund the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust and shall be remitted by the Trust to the National Laborers Employers Cooperation and Education Trust Fund.
3. **LABORERS HEALTH AND SAFETY FUND OF NORTH AMERICA**: Each Employer shall contribute to the Laborers Health and Safety Fund of North America the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust for the purpose specified herein and shall be remitted by the Trust to the Laborers Health and Safety Fund of North America.
4. **SOUTHERN NEVADA LABORERS EMPLOYERS COOPERATION & EDUCATION TRUST FUND (SNLECET)**: Each Employer shall contribute to the Southern Nevada Laborers Employers Cooperation & Education Trust Fund the amount designated in the Wage and Benefits Supplement of this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust and shall be remitted by the Trust to the Southern Nevada Laborers Employers Cooperation & Education Trust Fund.
5. **SOUTHERN NEVADA FOUNDATION FOR FAIR CONTRACTING**: Each Employer shall contribute to the Nevada Foundation for Fair Contracting the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust and shall be remitted by the Trust to the Southern Nevada Foundation for Fair Contracting.
6. **SOUTHERN NEVADA LABORERS HEALTH AND SAFETY FUND**: Each Employer shall contribute to the Laborers Health and Safety Fund the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust and shall be remitted by the Trust to the Southern Nevada Laborers Health and Safety.

**E. PREMIUMS**

1. **ALPINE MINER PREMIUM**: An Employee who operates the Alpine Miner shall receive one dollar (\$1.00) per hour premium for the entire shift, when operating.
2. **JACKLEG/DRILL/JUMBO MINER PREMIUM**: An Employee who operates a Jackleg/Drill/Jumbo shall receive one dollar (\$1.00) per hour premium for the entire shift, when operating.
3. **NOZZLE, POT, AND GROUT MAN PREMIUM**: An Employee assigned as a Nozzleman/Pot Man shall receive seventy-five cents (\$0.75) per hour premium for the entire shift, when operating.

4. **MINE RESCUE PREMIUM:** An Employee assigned to the Mine Rescue Team shall receive an additional twenty-five cents (\$0.25) per hour for all hours worked or paid.
5. **PORTAL-TO-PORTAL TRAVEL:** Employees covered by this Agreement shall be compensated for actual time spent in travel from portal or collar to work face and return from work face to portal or collar at the straight-time hourly rate. Travel time shall be computed and paid in one-quarter (1/4) of an hour, fifteen (15) minute increments.  
  
Portal to portal travel pay shall be paid at the applicable overtime rate when an Employee works on holidays or scheduled day(s) off.
6. **UNDERGROUND PREMIUM:** Employees assigned to work underground shall receive a full shift premium of fifty cents (\$0.50) per hour above their regular straight-time hourly rate. Employees who receive this premium are not entitled to the Cased Shaft Premium as well.
7. **RE-ENTRY PREMIUM:** Employees engaged in re-entry work and required by the Employer to wear both full protective clothing (coveralls, bootees, gloves, cap, etc.) and a respirator shall receive a premium of one dollar (\$1.00) above their regular rate of pay.
8. **RESPIRATOR PREMIUM:** Employees directed by supervision to wear half or full-face respirators, requiring a respirator fit card, shall receive a premium of one dollar (\$1.00) per hour for a minimum of a half shift or maximum of a full shift, based on half shift wear.

## F. **APPRENTICE**

1. The Employer and the Union recognize the need and desirability of an Apprentice Training Program which is approved by the State of Nevada and which meets the needs of Employers for skilled labor. Accordingly, the Employer and the Union hereby agree to fund an Apprenticeship Training Program through the Southern Nevada Laborers Local 872 Training Trust which shall be responsible for creating, implementing and administering an Apprenticeship Program.
2. The Training Trust may establish a Joint Apprenticeship and Training Committee as may be authorized or permitted by the Training Trust. The Trust may delegate to the Committee such responsibilities and authority as is authorized by the Trust Agreement and deemed necessary by the Trustees. The Trust and/or Committee may establish such rules, policies and procedures as deemed necessary and appropriate for the recruiting, enrollment, training and graduation of Apprentices, in accordance with the Bureau of Apprenticeship Training and/or the Nevada State Apprenticeship Council written policies, and procedures. An Apprentice may be removed from training at any period of apprenticeship for violation of any of the Trust's or Committee's rules, policies, and procedures including drug and alcohol testing policies. Such removal cancels the classification of Apprentice and the opportunity of the Apprentice to continue Apprentice training, whether on the job training (OJT), classroom training or other training and requires Apprentice privileges for Journeyman status shall be unavailable until successful completion of Journeyman aptitude test.
3. There shall be a minimum length of training of 4,320 hours consisting of 4,000 hours of on-the-job training and 320 hours of related training, including classroom instruction. In order to provide diversity of training and work opportunities, the Trust or Committee shall have full authority to

transfer Apprentices from one (1) job or Employer to another. All transfers and assignments for work shall be issued by the Trust or Committee and the referral office must be so notified.

4. The Employer may employ Apprentices, when available, at the following ratios: One (1) Apprentice for the first Journeyman and not more than one (1) for every five (5) Journeymen thereafter:

- 1 Journeyman – 1 Apprentice
- 2 Journeymen – 1 Apprentice
- 3 Journeymen – 2 Apprentices
- 4 Journeymen – 2 Apprentices
- 5 Journeymen – 3 Apprentices
- 6 Journeymen – 3 Apprentices
- 7 Journeymen – 4 Apprentices
- 8 Journeymen – 4 Apprentices
- 9 Journeymen – 5 Apprentices
- 10 Journeymen – 5 Apprentices
- 11 Journeymen – 6 Apprentices
- 12 Journeymen – 6 Apprentices

For additional Journeymen, a continuation of these ratios will apply. These ratios will be effective, and can be amended from time to time, only after approval by the Nevada State Apprenticeship Council and/or the Bureau of Apprenticeship and Training.

**NOTE:** Section XIV, entitled “Ratio of Apprentices to Journeyman” of the Apprentice Standards does not specifically address the application of the ratios to multiple work sites of ambulatory contractors. Therefore, upon inquiry or appeal by an ambulatory contractor, the Trustees will interpret the ratios set forth in section XIV to apply to the Employer’s Journeymen workforce as a whole, and not to a particular work site of the ambulatory contractors.

**G. BONDING PROVISIONS FOR TRUST FUND**

All Laborers Fringe Benefit Funds provided by this Agreement shall be jointly administered by Trustees designated equally between the Union and the Employers. The Union and the Association agree to make every effort to place an equal number of Employer Trustees from each Employer group on all Trust Funds and/or Labor-Management Funds referenced in this Agreement.

Except as to Employers previously bound to an Association agreement who have not been substantially delinquent as defined by the parties to this Agreement, each Employer shall post and maintain a bond to ensure payment of contributions to the Fringe Benefit Funds set forth in this Agreement and remittance of dues check-offs and contributions to the Union. The minimum amount of the bond shall be determined by the number of hours of work covered by this Agreement performed by Employees of the Employer in the prior year. The minimum amount of the bond shall be as follows:

Number of Hours Worked	Minimum Bond
0 to 1,999 hours	\$ 5,000
2,000 to 4,999 hours	\$10,000
5,000 to 9,999 hours	\$20,000

10,000 to 19,999 hours	\$35,000
20,000 or more hours	\$50,000

In lieu of a bond or as a supplement to a bond, an Employer may, at the sole discretion and upon the sole consent of the Trustees of the Laborers Fringe Benefit Funds, furnish cash and/or collateral alternatives in satisfaction of this bonding requirement.

In the event the Trustees receive payment either on a bond or through forfeiture of a certificate or collateral alternative under this section of the Agreement and said payment is insufficient to satisfy the entire deficiency in the payment of contributions to the Fringe Benefit Funds set forth in this Agreement and in the remittance of dues check-offs to the Union, then the Trustees shall make a pro rata payment to each of the Fringe Benefit Funds set forth in this Agreement and to the Union in an amount equivalent to the percentage of the total deficiency received by the Trustees through forfeiture of the bond or the certificate of deposit.

All payments required to be made by each Employer to the Health and Welfare Fund, Pension Funds, Vacation Fund, Joint Apprenticeship and Training Fund, and Grievance and/ Arbitration Industry Advancement Fund shall be conducted in accordance with the Labor Fringe Benefit Funds' Joint Collection Policy and Procedures, which is incorporated into this Agreement by reference. All amounts required as a result of delinquent payments shall also be governed by the Collection Policy and Procedures.

The Employers and the Union agree that in addition to all other rights and remedies provided for by this Agreement, the Union and/or the Laborers Fringe Benefit Funds shall notify the Association and any General Contractors that, upon reasonable belief, a signatory Employer is delinquent to the Laborers Fringe Benefit Funds. This notice may be in the form of a letter specifically related to the delinquent Employer or in the form of a delinquency list containing the names of all delinquent Employers.

Upon receipt of such notice the General Contractor shall withhold all further payments to the delinquent Employer, whether designated as retention money or otherwise, and upon proof satisfactory to the General Contractor shall pay over that money to the Funds until the entire delinquency for that job is cured. All signatory Employers hereby agree that payment to the Funds by a General Contractor under this clause shall constitute payment by the delinquent Employer to the extent of the amount paid.

The Employer agrees that in the event payment to the Funds by check results in the check being returned without payment, the Employer shall pay \$250.00 to the Funds. The Funds do not waive any right to any other liquidated damages to which they may be entitled.

The Union may withdraw Employees from any job to enforce payment of wages or contributions to the Laborers Fringe Benefit Funds for its direct Employees, or to enforce payment to the Union of Union dues already deducted from the wages of Laborers. The Union must provide five (5) business days' notice of its intention to remove Laborers from a job to the Employer by registered or certified mail. No damages of any kind or nature shall be awarded or allowed against the Union or any officer or member thereof by reason of the withdrawal of Employees from a job on which written notice has been given in accordance with this Agreement.

In the event that no workers are employed during a report period, a negative report and/or a final report shall be filed.

The books and records of the Employer shall be made available at reasonable times for inspection and audit by the accountants or other representatives of the Funds. The Employer shall retain, for a minimum period of six years, payroll and related records necessary for the conduct of a proper audit in order that a duly designated representative of the Trustees may make periodic review to confirm that contributions owed pursuant to this Agreement are paid in full.

## **H. CHECKOFF OF DUES ASSESSMENT**

SECTION 1. Upon receipt of an authorization signed by any Employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such Employee's earnings, on the first pay period of each month, the amount owed to the Union by the Employee for their monthly Union dues for each month subsequent to the date of the receipt of the Union notification.

SECTION 2. Should any Employee who has executed the authorization have no earnings due them on the first pay period of any month or should any Employee's earnings be less than the amount owed or due, deduction shall be made from that Employee's earnings on the first pay period of the succeeding month in which their earnings are sufficient to cover such dues owed by such Employee.

SECTION 3. Upon receipt of an authorization signed by an Employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Employer shall withhold from such Employee's earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the earnings of the Employee shall be deducted and, when the full amount of such fee has been withheld from such Employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 6.

SECTION 4. The Employer shall promptly mail to the Secretary-Treasurer of the Union a check made payable to the Union for the amount of dues or fees the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list, in duplicate, containing the names of Employees and the amount deducted from each Employee's earnings. Upon receipt of such check and list, said Secretary-Treasurer of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Employer.

SECTION 5. Nothing contained herein shall permit the deduction by the Employer of any assessments levied or established by the Union.

SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the Employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the Employee gives written notice to the Employer and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Employer and the Union of that Employee's desire to revoke the authorization.

SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the Employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their earnings. It is expressly understood that once the Employee executes an authorization, neither the Employer nor the Union shall be under any liability to any Employee signatory to such authorization with respect to the deductions provided herein.

Furthermore, the Union agrees that upon receipt of proper proof, it will refund to the Employer any Union dues, initiation and/or reinstatement fees erroneously or improperly withheld from an Employee's earnings by the Employer, which had been transmitted by the Employer to the Union.

SECTION 8. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 9. The Union dues, initiation and/or reinstatement fees charged to Employees covered by this Agreement, shall be in accordance with the Union's local bylaws and constitution.

**I. CHANGE HOUSE**

SECTION 1. The Employer shall establish and maintain a change house at each portal, adit or shaft (or within a reasonable distance thereof), which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of Employees in each crew. Each change house shall be so constructed and facilities so provided to assure that all work clothes will dry between shifts. Employees will be provided adequate time to shower.

SECTION 2. Short, dry tunnels are exempted from the provisions of this Article if bathing facilities are generally available in nearby living areas.

**J. RUBBER:** Furnishing rubber shall be the responsibility of the Employer. The Employer may require a deposit on all rubber issued to the Employee. Deposits on rubber are to be returned to the Employee when rubber is returned to the Employer.

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

**L. TUNNEL OR SHAFT SAFETY:** When Employees covered by this Agreement are engaged in re-entry work in a shaft or tunnel, there shall be adequate, qualified manpower topside and/or outside as required for safety purposes after re-entry work or underground activities.

**M. LAY-OFFS:** Employees covered by this Agreement shall be given twenty-four (24) hours notice prior to being laid-off.

- N. **LEAVE OF ABSENCE WITHOUT PAY:** An Employee covered by this Agreement may upon their request, be granted a leave of absence without pay for a period of one (1) week or longer for the purpose of taking a vacation. Such leave time shall be granted at the discretion of the supervision involved. However, supervision will not unreasonably deny approval of such leave requests.
- O. **MINE RESCUE:** The Employer will continue the practice of staffing the Mine Rescue teams with qualified Miners to the maximum extent possible.
- P. **DRINKING WATER:** Portable (water jug) underground drinking water will be supplied and maintained by the Miners.

Q. **HIRING/REFERRAL PROCEDURES**

The Union shall refer qualified applicants for employment without discrimination against by reason of membership or non-membership in the Union and such referrals shall not be based in any way on rules, regulations, bylaws, constitutional provisions or any other aspect or obligations of Union membership policies or requirements. All such referrals shall be in an open and non-discriminatory basis, and in accordance with the written Referral Procedure of the Union. The Union shall maintain a register of applicants for employment based upon one or more of the following elements: length of unemployment; experience; ability; prior work for the requesting Employer; and availability to work in the geographical area of the job. Each applicant for employment shall be registered in the highest Group for which they qualify, as included in Appendix B, no Employer who is delinquent in Trust contributions shall be allowed to directly hire Employees outside the Referral Procedure.

It shall be the responsibility of the Contractors, when requesting applicants to notify the Laborer that they are being requested, and to give the Union all of the pertinent information regarding the applicants' employment.

The first Laborer hired shall be selected by the Employer. The second Laborer hired shall be referred by the Union. The third Laborer hired shall be subject to the 50/50 ratio rule, the contractor may hire an Apprentice when available. 50% of all Laborers shall be furnished and referred by the Union to the Employer from those registered at the dispatching office of the Union and 50% shall be selected by the Employer. All Laborers hired by the Employer must be registered at the dispatching office of the Local Union prior to employment and receive a dispatch slip from the Local Union. Any abuse of this clause shall be cause for depriving the Employer of the above-mentioned selection rights for a period of six (6) months. The dispatching office will furnish in accordance with the request of the Employer each such qualified and competent applicant from among those entered on said lists to the Employer by use of a written referral which will be faxed or emailed with the applicants contact information to the Employer.

Reasonable advance notice (but not later than twenty-four (24) hours prior to the requested reporting time) will be given by the Contractors to the Dispatching Office upon ordering such applicants; and in the event that twenty-four (24) hours, excluding Saturdays, Sundays, holidays, or days the referral office is closed, after such notice the Dispatching Office does not furnish such applicant, the Contractors may procure workers from any other source or sources. If Laborers are so employed, the Contractors will immediately report to the dispatching office each such worker by name and classification. Such applicant shall be directed to the dispatching office with a completed request

letter and complete any necessary paperwork to be referred to said Employer.

**R. OVERTIME ASSIGNMENTS:** When work is performed on scheduled overtime days, the Union Steward shall be offered the opportunity to work on such day(s), provided they are qualified to perform the work. (See attached Memorandum of Understanding (MOU)).

**S. USE OF PERSONAL AUTOMOBILE:** No workman shall be required to use their personal automobile to transport the Employer's tools or materials.

**T. TRANSPORTATION:** The Employer shall furnish transportation when workmen are shifted from one job to another during the workday. All vehicles used for transporting workmen will be covered and equipped with adequate seating facilities.

**U. REIMBURSEMENT OF EXPENSES**

For expenses incurred by an Employee for travel to the NNSS, the Employee shall be reimbursed as follows:

1. Thirty dollars (\$30.00) for travel for the first day of employment
2. Thirty dollars (\$30.00) for travel for the last day of employment
3. The reimbursement of expenses shall not be due or paid to any Employee who quits their employment, or is discharged for just cause, before the completion of two (2) days work for the Employer.

**V. CLOTHES REPLACEMENT:** Workmen required to work in any area where they are exposed to acids, caustics or any similar substances which would cause damage to their clothing, shoes, gloves or tools shall be provided protective clothing and equipment by the Employer. Change time shall be done on the Employer's time if their clothing, gloves, shoes or tools are damaged. Such items will be replaced by the Employer.

**W. CLASSIFICATIONS NOT IDENTIFIED:** In the event there is a requirement for a classification for a job subject to the Union Recognition Article, if determined by the Company to be Laborer's jurisdiction, which job classification is not included in this Appendix A, the Employer, and the Union shall mutually agree in which classification this job shall be included.

If the Employer and the Union cannot reach a mutual agreement as to the proper classification, the Employer shall make the classification within the Appendix A; and if the Union disagrees, the matter shall be immediately subject to the Grievance and Arbitration Procedure.



## **APPENDIX C**

### **MISSION SUPPORT AND TEST SERVICES LLC. (MSTS) SPECIAL PROVISIONS FOR OFFSITE WORK**

The following are special provisions effective October 1, 2020 which will apply to Mission Support and Test Services LLC. (MSTS) Employees working in Nye County, outside the geographical boundaries of the NNSS on short-term assignments. The purpose of this document is to provide consistent and equitable compensation to MSTS Employees working off-site. The off-site work areas are divided into three (3) separate general geographical locations: Beatty, NTTR and Central NNSS Area.

The terms and conditions of the applicable NNSS PLA shall apply to bargaining unit Employees, except for the difference in transportation and lodging allowance as noted herein.

Non-bargaining Employees will continue to be paid in accordance with MSTS HR Principles and guidelines while receiving the appropriate allowances described herein.

This document contains Special Provisions for work performed in Beatty, at the NTTR, at the Central NNSS, and a Summary Table of Special Provisions for Off-Site Work.

**BEATTY**

**BARGAINING UNIT WAGES AND FRINGES**

**Fringe Benefit Contributions** will remain per the applicable NNSS PLA.

**Base Wage Rates** will be determined as follows:

If the work is determined to be Davis-Bacon then the Nye County Davis-Bacon total package will be compared to the NNSS PLA total package. If the Nye County total package is greater than the NNSS PLA total package, the difference will be added to the NNSS base wage rate. The fringes will not change and will remain as described in the NNSS PLA in all instances. Under no circumstances will the base wage rate be less than the wage rate in the applicable NNSS PLA.

In addition, if the Nye County Davis-Bacon wage does not provide for additional distance traveled, such as zone pay or distance pay, a sum of three dollars (\$3.00) per hour worked will be added to the base rate.

**LODGING IN BEATTY**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to Beatty at the beginning and end of each work week. The Company will also provide a government vehicle from Beatty to and from the reporting point at the jobsite each work day.

**Meals/Incidentals:** Employees will receive the Federal CONUS per diem rate, currently \$55 per day worked for meals and incidentals (M&I). If an Employee is required to work six (6) straight days the Employee is eligible for a seventh (7<sup>th</sup>) day M&I allowance provided the Employee stays in lodging in Beatty. Employees will receive seventy-five percent (75%) of the Federal CONUS per diem rate (**currently \$41.25**) of the M&I allowance on arrival and departure days.

**Lodging:** Employees will be reimbursed for actual lodging costs not to exceed the Federal CONUS per diem rate (**currently \$96**) per day worked. Applicable taxes reimbursed separately.

If an Employee is required to work six (6) straight days, the Employee is eligible for the lodging allowance for the seventh (7<sup>th</sup>) day provided the Employee stays in Beatty. Employees must provide a receipt to the Company to be reimbursed.

Lodging in Beatty for a Sunday night stay prior to the start of the work week may be authorized in certain circumstances. Authorization must be received in advance and a receipt provided for reimbursement.

**Location Allowance:** No Location Allowance is due; the Company provides the Employee with transportation, lodging and meals.

**NO LODGING**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to Beatty at the beginning and end of each work week. The Company will provide a government vehicle from Beatty to and from the reporting point at the jobsite each work day.

**Location Allowance:** Employees who do not stay in lodging are not entitled to the M&I allowance.

## NEVADA TEST AND TRAINING RANGE (NTTR)

**BARGAINING UNIT WAGES AND FRINGES:** Wages and Fringe Benefits will be paid in accordance with the appropriate PLA for all work performed at the NTTR.

### **ON-SITE LODGING (NTTR OR USAF BASE CAMP)**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to the NTTR or Base Camp and back at the beginning and end of each work week. The Company will also provide a government vehicle to and from the reporting point at the jobsite each work day.

**Meals and Lodging:** Meals and Lodging will be provided at no cost to the Employee. There may be instances when a meal is not available. In such an instance, the Employee will receive the appropriate pro-rated Federal CONUS per diem rate of \$5 per day for incidentals and the appropriate applicable meal allowance of \$13 for Breakfast, \$14 for Lunch, \$23 for Dinner.

**Location Allowance:** No Location Allowance is due; the Company provides the Employee with transportation, lodging and meals.

### **OFF-SITE LODGING (NO ON-SITE LODGING AVAILABLE)**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to the reporting point and back at the beginning and end of each work week. The Company will also provide a government vehicle from Tonopah to and from the reporting point at the jobsite each work day.

**Meals/Incidentals:** Employees will receive the Federal CONUS per diem rate, currently \$55 per day worked for meals and incidentals (M&I). If an Employee is required to work six (6) straight days the Employee is eligible for a seventh (7<sup>th</sup>) day M&I allowance provided the Employee stays in lodging in Tonopah Employees will receive 75% of the Federal CONUS per diem rate (**currently \$41.25**) of the M&I allowance on arrival and departure days.

**Lodging:** Employees will be reimbursed for actual lodging costs not to exceed the Federal CONUS per diem rate (**currently \$96**) per day worked. Applicable taxes reimbursed separately.

If an Employee is required to work six (6) straight days, the Employee is eligible for the lodging allowance for the seventh (7<sup>th</sup>) day provided the Employee stays in Tonopah. Employees must provide a receipt to the Company to be reimbursed.

Lodging in Tonopah for a Sunday night stay prior to the start of the work week may be authorized in certain circumstances. Authorization must be received in advance and a receipt provided for reimbursement.

**Location Allowance:** No Location Allowance is due; the Company provides the Employee with a government vehicle, lodging and meals.

### **NO LODGING**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to Tonopah at the beginning and end of each work week. The Company will provide a government vehicle from Tonopah to and from the reporting point at the jobsite each work day.

**Location Allowance:** Employees who do not stay in lodging are not entitled to the M&I allowance.

### **Special Travel Reimbursement:**

In accordance with applicable Appendix "A's" in the Construction PLA eligible bargaining unit Employees shall receive

a travel reimbursement for the first and last day of the job, provided that such travel was done on their own time.

This reimbursement shall replace the M&I Allowance for these two (2) days.

**CENTRAL NEVADA NATIONAL SECURITY SITE**

**BARGAINING UNIT WAGES AND FRINGES:**

**Fringe Benefit Contributions** will remain per the applicable NNSS PLA.

**Base Wage Rates** will be determined as follows:

If work is determined to be Davis-Bacon then Nye County Davis-Bacon total package will be compared to the appropriate NNSS PLA total package. If the Nye County total package is greater than the NNSS PLA total package, the difference will be added to the NNSS base wage rate. The fringes will not change and will remain as described in the NNSS PLA in all instances. Under no circumstances will the base wage rate be less than the wage rate in the NNSS PLA.

In addition, if the Nye County Davis-Bacon wage does not provide for additional distance traveled, such as zone pay or distance pay, a sum of \$3.00 per hour worked will be added to the base rate.

**ON-SITE LODGING (NTTR OR USAF BASE CAMP)**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to the NTTR or Base Camp and back at the beginning and end of each week. The Company will also provide a government vehicle to and from the reporting point at the jobsite each work day.

**Meals and Lodging:** Meals and Lodging will be provided at no cost to the Employee. There may be instances when a meal is not available. In such an instance the Employee will receive the appropriate pro-rated Federal CONUS per diem rate for each meal not provided.

**Location Allowance:** No Location Allowance is due; the Company provides the Employee with a government vehicle, lodging and meals.

**OFF-SITE LODGING (NO ON-SITE LODGING AVAILABLE)**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to Tonopah and back at the beginning and end of each work week. The Company will provide a government vehicle from Tonopah to and from the reporting point at the jobsite each work day.

**Meals/Incidentals:** Employees will receive the Federal CONUS per diem rate, currently \$55 per day worked for meals and incidentals (M&I). If an Employee is required to work six (6) straight days the Employee is eligible for a seventh (7<sup>th</sup>) day M&I allowance provided the Employee stays in lodging in Tonopah. Employees will receive 75% of the Federal CONUS per diem rate (**currently \$41.25**) of the M&I allowance on arrival and departure days.

**Lodging:** Employees who elect to stay in Tonopah will be reimbursed for actual lodging costs not to exceed the Federal CONUS per diem rate (**currently \$96**) per day worked.

If an Employee is required to work six (6) straight days, the Employee is eligible for the lodging allowance for the seventh (7<sup>th</sup>) day provided the Employee stays in Tonopah.

Employees must provide a receipt to the Company to be reimbursed.

Lodging in Tonopah for a Sunday night stay prior to the start of the work week may be authorized in certain circumstances. Authorization must be received in advance and a receipt provided for reimbursement.

**Location Allowance:** No Location Allowance is due; the Company provides the Employee with a government vehicle, lodging and meals.

**NO LODGING**

**Transportation:** The Company will provide a government vehicle from the greater Las Vegas area and/or Pahrump to Tonopah at the beginning and end of each work week. The Company will provide government vehicle to and from Tonopah to the reporting point at the jobsite each work day.

**Location Allowance:** Employees who do not stay in lodging are not entitled to the M&I allowance.

## SPECIAL PROVISIONS FOR OFF-SITE WORK FOR MSTs EMPLOYEES

PROVISION	BEATTY	NTTR	CNTA
<b>Wages and Fringe Benefits: (Applicable to Bargaining Unit Employees Only)</b>	<ul style="list-style-type: none"> <li>Higher Difference between NNSS Package and DB Package added to NNSS Base Wage</li> <li>Add \$3/hr. Zone Pay to Wage (if none in DB)</li> <li>Fringes: Per NNSS PLA</li> </ul>	<ul style="list-style-type: none"> <li>Wages: Per NNSS PLA</li> <li>Fringes: Per NNSS PLA</li> </ul>	<ul style="list-style-type: none"> <li>Higher Difference between NNSS Package and DB Package added to NNSS Base Wage</li> <li>Add \$3/hr. Zone Pay to Wage (if none in DB)</li> <li>Fringes: Per NNSS PLA</li> </ul>
<b>Transportation: (Company Provided From Las Vegas and/or Pahrump)</b>	<ul style="list-style-type: none"> <li>To Beatty - Beginning and end of each week</li> <li>To and from Beatty to reporting point at jobsite each work day</li> </ul>	<p><b><u>Lodging at NTTR/ Base Camp Provided:</u></b></p> <ul style="list-style-type: none"> <li>To NTTR/Base Camp - Beginning and end of each week</li> <li>To and from NTTR to reporting point at jobsite each work day</li> </ul> <p><b><u>Off-Site Lodging Available:</u></b></p> <ul style="list-style-type: none"> <li>To Tonopah - Beginning and end of each week to and from Tonopah to reporting point at jobsite each work day</li> </ul>	<p><b><u>Lodging at NTTR/ Base Camp Provided:</u></b></p> <ul style="list-style-type: none"> <li>To NTTR/Base Camp - Beginning and end of each week</li> <li>To and from NTTR to reporting point at jobsite each work day</li> </ul> <p><b><u>Off-Site Lodging Available:</u></b></p> <ul style="list-style-type: none"> <li>To Tonopah - Beginning and end of each week to and from Tonopah to reporting point at jobsite each work day</li> </ul>
<b>Meals and Incidentals (M&amp;I):</b>	<p><b><u>Employees who stay in Lodging shall receive:</u></b></p> <ul style="list-style-type: none"> <li>\$55 per day worked for M&amp;I except days of arrival and departure</li> <li>\$41.25 (75% of M&amp;I) on Arrival and Departure Days</li> <li>Employees required to work 6 straight days (who stay in lodging in Beatty) are eligible for 7th day M&amp;I allowance</li> </ul> <p><b><u>No Lodging Elected:</u></b> No M&amp;I Allowance</p>	<p><b><u>Lodging at NTTR /Base Camp Provided:</u></b></p> <ul style="list-style-type: none"> <li>Meals Provided at no cost to Employee</li> <li>When meals not available, Employees receive appropriate meal allowance for each meal not provided</li> </ul> <p><b><u>Off-Site Lodging Available:</u></b></p> <ul style="list-style-type: none"> <li>\$55 per day worked except days of arrival and departure</li> <li>\$41.25 (75% of M&amp;I) on Arrival and Departure Days</li> <li>Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day M&amp;I allowance</li> </ul> <p><b><u>No Lodging Elected:</u></b> No M&amp;I Allowance</p>	<p><b><u>Lodging at NTTR /Base Camp Provided:</u></b></p> <ul style="list-style-type: none"> <li>Meals Provided at no cost to Employee</li> <li>When meals not available, Employees receive appropriate meal allowance for each meal not provided</li> </ul> <p><b><u>Off-Site Lodging Available:</u></b></p> <ul style="list-style-type: none"> <li>\$55 per day worked except days of arrival and departure</li> <li>\$41.25 (75% of M&amp;I) on Arrival and Departure Days</li> <li>Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day M&amp;I allowance</li> </ul> <p><b><u>No Lodging Elected:</u></b> No M&amp;I Allowance</p>
<b>Lodging:</b>	\$96 per day maximum reimbursement (Receipt Required)	<p><b><u>NTTR/USAF Base Camp:</u></b> Lodging Provided at no cost to Employee</p> <p><b><u>Off-Site Lodging Available:</u></b></p> <ul style="list-style-type: none"> <li>\$96 per day maximum reimbursement (Receipt Required)</li> <li>Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day lodging reimbursement (max. \$96)</li> </ul> <p><b><u>No Lodging Elected:</u></b> No reimbursement</p>	<p><b><u>NTTR/USAF Base Camp:</u></b> Lodging Provided at no cost to Employee</p> <p><b><u>Off-Site Lodging Available:</u></b></p> <ul style="list-style-type: none"> <li>\$96 per day maximum reimbursement (Receipt Required)</li> <li>Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day lodging reimbursement (max. \$96)</li> </ul> <p><b><u>No Lodging Elected:</u></b> No reimbursement</p>
<b>Location Allowance:</b>	<p><b><u>Lodging in Beatty Elected:</u></b> No Location Allowance</p> <p><b><u>No Lodging Elected:</u></b> No Location Allowance No M&amp;I Allowance</p>	<p><b><u>Lodging at NTTR/Base Camp Elected:</u></b> No Location Allowance</p> <p><b><u>Off-Site Lodging Provided/Elected:</u></b> No Location Allowance</p> <p><b><u>No Lodging Elected:</u></b> No Location Allowance No M&amp;I Allowance</p>	<p><b><u>Lodging at NTTR/Base Camp Elected:</u></b> No Local Allowance</p> <p><b><u>Off-Site Lodging Provided/Elected:</u></b> No Location Allowance</p> <p><b><u>No Lodging Elected:</u></b> No Location Allowance No M&amp;I Allowance</p>

