PROJECT LABOR AGREEMENT

FOR THE NEVADA NATIONAL SECURITY SITE (NNSS)

BETWEEN

MISSION SUPPORT AND TEST SERVICES LLC. (MSTS)

AND

THE SOUTHERN NEVADA BUILDING TRADES UNIONS (SNBTU) AND OTHER SIGNATORY UNIONS

OCTOBER 1, 2025 - SEPTEMBER 30, 2030

MSTS
MISSION SUPPORT AND TEST SERVICES LLC

SNBTU
SOUTHERN NEVADA
BUILDING TRADES UNIONS

TABLE OF CONTENTS (BY ARTICLE)

PREAMBLE 4
INTENTS AND PURPOSE 4
SOUTHERN NEVADA LABOR ALLIANCE (SNLA) 5
DOE, NNSA/NFO ORDERS AND DIRECTIVES 5
NUCLEAR FACILITIES 6
GENERAL SAVINGS CLAUSE 6
WORK SUBJECT TO THIS AGREEMENT 6
OFF-SITE WORK 7
UNION RECOGNITION 7
MANAGEMENT RIGHTS 7
NO STRIKES OR LOCKOUTS 8
UNION REPRESENTATION 8
SUBCONTRACTING 9
HIRING PROCEDURES AND NON-DISCRIMINATION 10
DRUG AND ALCOHOL POLICY 11
SAFETY AND HEALTH 11
PROCESSING TIME 12
PHYSICAL EXAMS 13
WAGES 13
SHIFTS AND HOURS OF WORK 15
REPORTING TIME AND MINIMUM PAY 23
MEAL PERIODS 24
REPORTING POINTS AND TRANSPORTATION 25
ZONE PAY 26
ALLOWANCES WHILE TRAVELING 27
HOLIDAYS 28
OVERTIME 28
MILITARY LEAVE 30
WORKFORCE FLEXIBILITY 30
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES 30
GRIEVANCE AND ARBITRATION PROCEDURE 36
INTERPRETATIONS COMMITTEE 37
TERM OF AGREEMENT 38
APPENDIX A 41
INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS 42
BRICKLAYERS AND ALLIED CRAFT WORKERS, MOUNTAIN WEST ADC 47
WESTERN STATES REGIONAL COUNCIL OF CARPENTERS 53

OPERATIVE PLASTERERS AND CEMENT MASONS 58
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (LINE) 63
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (WIRE) 76
IRONWORKERS 87
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA 98
MILLWRIGHTS AND MACHINERY ERECTORS 111
INTERNATIONAL UNION OF OPERATING ENGINEERS 114
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES 131
UNITED ASSOCIATION OF PLUMBING AND PIPE FITTING INDUSTRY 138
INTERNATIONAL UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS 147
ROAD SPRINKLER FITTERS 152
SHEET METAL, AIR, RAIL & TRANSPORTATION (SMART) 158
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS 165
APPENDIX B 174
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS 175
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS 180
INTERNATIONAL UNION OF OPERATING ENGINEERS 185
INTERNATIONAL BROTHERHOOD OF TEAMSTERS 190
APPENDIX C 195
SPECIAL PROVISIONS FOR OFFSITE WORK 195
BEATTY 196
NEVADA TEST AND TRAINING RANGE (NTTR) 197
CENTRAL NEVADA NATIONAL SECURITY SITE 199

ARTICLE 1

PREAMBLE

This Agreement entered into this 1st day of October 2025 by and between Mission Support and Test Services LLC. (herein referred to as MSTS) and the Southern Nevada Building Trades Unions (SNBTU), its undersigned Unions and other Signatory Unions (herein collectively referred to as Union), recognize that work 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(s) and MSTS are teamed in a partnership for the purposes of providing the DOE NNSA/NFO an available and sufficient workforce 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, fringe benefits, hours of work, 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.

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(s) and the Employer.

SECTION 2. This Agreement and the Southern Nevada Labor Alliance (SNLA) 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. Appendices of this Agreement are applicable only to the Signatory Unions and shall be considered 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, 2025 to September 30, 2030.

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 which 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 work force.

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 which 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 for 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 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 two dollars ($2.00) per hour for all hours worked to those Employees 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. The work subject to this Agreement shall be the work performed by the Employer and its subcontractor and all lower tier subcontractors, which is covered work under the Davis-Bacon Act, which work shall be referred to as construction work, and certain additional work performed by the Employer

which is not covered under the Davis-Bacon Act and which is not subject to any other Collective Bargaining Agreement to which the Employer is a party. The work referred to above is that work performed at the NNSS.

The above work that is not covered under the Davis-Bacon Act shall remain subject to this Agreement until it is placed under the applicable Maintenance and Operations (M&O) Agreement between MSTS and the Signatory Unions to this Agreement.

SECTION 2. Specific work subject to this Agreement for each signatory Union shall be outlined in each Union's Appendix A(s) of this Agreement.

ARTICLE 8

OFF-SITE WORK

SECTION 1. If the Employer is required to perform 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(s), 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 (PLA), 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(s) in a timely manner in writing.

*See Off-Site Provisions in Appendix C.

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 shall be solely determined by the Employer. It is not the intent of the Employer to assign the duties and responsibilities of Foreman to an Employee without designating such Employee as Foreman and paying them in accordance with Appendix A. It is not the intent of the Employer by virtue of this provision to eliminate Foremen.

SECTION 4. None of the rights, duties and prerogatives of the Employer referred to in this Article shall be exercised in a manner which 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 Unions agree that the Employer's operations must not be interrupted.

In recognition of the above, the Unions, 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 Unions or of its Employees represented by the Unions 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 Unions agree that in the event any member of the bargaining unit exercise their individual right under Section 4 above, the Unions 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 of the duties that would cause them to be away from their assigned work before they perform said duties.

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 will not be disciplined 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. If the Union does not agree that a Steward may be permanently transferred, the Continuous Improvement Process will be followed as outlined in Article 3, Section 1 of this agreement prior to moving through any other resolution procedures.

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 Unions, 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 prefabricated 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.

ANNOTATION: It is recognized by the Union(s) 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(s) to this Agreement, shall be set forth in their respective Appendix A.

The Union(s) agree 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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(s) hereby agree 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 Unions hereby agree 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(s) agree 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(s) agree 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(s) will give credit to such veterans for bona fide,

provable past experience.

SECTION 3. **APPRENTICES**: The parties also recognize the need to support existing programs designed to develop adequate numbers of competent workers in the construction industry, and share a desire to provide economic opportunities and a path to middle-class careers for individuals from historically disadvantaged populations and individuals that have graduated from the North American Building Trades Unions (NABTU) Multi-Core Craft Curriculum (MC3) by assisting the entry of such individuals into approved Apprenticeship and Apprenticeship Readiness Programs.

The Union further agrees to cooperate with the Employers in furnishing apprentices as requested up to the maximum percentage allowable under the applicable State Apprenticeship program standards and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised as required by the applicable apprenticeship standards. It shall be the goal of the parties to ensure that apprentices are actively engaged on the project.

No apprentice shall be hired to replace a currently employed journeyman.

ARTICLE 15

DRUG AND ALCOHOL POLICY

It is hereby agreed between the Union(s) 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 Unions to this Agreement acknowledge that the Employer will maintain Workers Compensation Insurance as required by state law. All employees covered by this agreement are entitled to any benefits provided by said state law.

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 designated Employer location.

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 owing 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 work 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 he would have regularly been paid the wages or compensation, or seven days after they resign or quit, whichever is earlier. This payment will be mailed with delivery confirmation requested.

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 the 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 reallocations 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 "Workday" 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 Nard, Labor Co-Chair Date

FOR THE COMPANY: _____
Wes Young, Management Co-Chair Date

Bechtel Nevada
Strengthening national security through engineering and operational excellence

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 G. Nard — Robert Nard, Labor Co-Chair — 1/9/06 Date

FOR THE COMPANY: Wes Young — Wes Young, Management Co-Chair — 12/22/05 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. Eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid meal period between the hours of 6:00 am and 6:00 pm shall constitute a single shift. 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 so elected by the Employer, multiple shifts may be worked. Multiple shifts may be established on a temporary basis of at least three (3) consecutive workday's duration. The Union(s) shall be notified twenty-four (24) hours in advance of the starting time of such shifts.

B. Employees, who are worked on such shifts for less than three (3) consecutive workdays, shall be paid the applicable overtime rate for all hours worked during that shift assignment. This shall not apply to Employees assigned to replace another swing and/or graveyard shift Employee, or an Employee who is unable to continue on such shifts for some reason which is their own responsibility. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.

C. When the second and/or third shifts are worked, the shift shall be established on a seven (7) hour basis and receive pay for eight (8) hours at the applicable hourly rate.

D. The hour for which pay is provided, but which is not worked, shall be known as the Bonus Hour. It shall be paid at the straight-time or appropriate overtime rate of pay.

E. Overlap of any shifts shall not exceed one (1) hour. Nuclear facilities overlap of any shifts shall not exceed two (2) hours.

F. If it is necessary to use Employees from a previous shift within the same workday, the applicable overtime provisions shall apply.

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

A. The Employer may establish a four (4) day workweek consisting of four (4) consecutive ten (10) hour days per week at an area, location, or project, Monday through Thursday, or Tuesday through Friday. Both shifts shall not be worked at the same project, area, or location.

B. The standard day shift shall be established between the hours of 6:00 am and 6:00 pm, exclusive of a thirty (30) minute unpaid meal period. The starting time may change due to project requirements, with a mutual agreement from the Union(s).

C. The first shift or day shift shall commence on Monday or Tuesday and the established starting time shall be at 6:00 am, 6:30 am, 7:00 am, or 7:30 am, and conclude on Thursday or Friday at the end of the established shift. There shall be no staggering of starting times for Employees on the same project, area, or location unless agreed by each individual Union.

D. The Employer shall give the Union notification seven (7) days prior to the beginning of the four (4) day workweek. The four (4) day workweek shall remain in effect for a minimum of two (2) weeks.

E. Hours worked prior to the normal starting time or after the conclusion of the established quitting time shall be paid at the applicable overtime rate.

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

A. When so elected by the Employer, night shifts may be worked. Night shifts may be established on a temporary basis of at least three (3) consecutive days duration.

B. Employees, who are worked on such shifts for less than three (3) consecutive workdays, shall be

paid the applicable overtime rate for all hours worked during that shift assignment. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.

C. An Employee assigned to the four (4) day, ten (10) hour night shift shall be paid a shift differential of twelve and one-half percent (12-1/2%) of their straight-time hourly rate.

D. Overlap of any shifts shall not exceed one (1) hour. Nuclear facilities overlap of any shifts shall not exceed two (2) hours.

SECTION 5. **ROTATING SHIFTS**

A. When so elected by the Employer, a continuous rotating shift system may be utilized for work related to drilling operations or internal combustion power generating systems covered by this Agreement. It is not the intent of the Employer to use any of the provisions of this Section to utilize a rotating shift system for general construction work unrelated to drilling operations, or to assign an Employee to a rotating shift who does not spend the majority of their time performing work related to drilling or combustion power generating systems operations.

B. Such work shall be performed on a continuous twenty-four (24) hour basis, seven (7) days a week, for a period of not less than thirty (30) calendar days, and provided the Union is notified twenty-four (24) hours in advance of the commencement of such shift.

C. It is agreed that the rotating shift system shall be operated as follows:

a. Standard shift rotation shall be six (6) days' work and two (2) days off for four (4) shift groups (crews).

b. The standard work shift shall be eight (8) hours continuous work including meal period.

c. The identity of those Employees to be worked under the rotating shift system will be posted at least seven (7) days before the start of the shift showing the rotating group to which the Employee is assigned, the days to be worked by that group, and the days off assigned to that group.

D. If a rotating shift system is not continued for a period of thirty (30) calendar days, the Employees assigned to work such rotating shifts shall be paid an additional one-half (1/2) time at the straight-time hourly rate for all hours worked on Saturday and Sunday on said rotating shift.

E. Employees temporarily assigned to a rotating crew shall be assigned for a minimum of one (1) rotation. Employees temporarily assigned for less than one (1) rotation will be paid in accordance with the overtime provisions of this Agreement.

F, The Employer shall not schedule and/or work an Employee covered by this Agreement for two (2) consecutive, successive straight-time shifts even though such shifts occur on different workdays.

G. An Employee who is scheduled to work two (2) consecutive, successive straight-time shifts on different workdays and who does work these shifts shall be paid at the applicable overtime rate for the actual time worked during the second of those shifts.

H. The Union shall be notified in writing within twenty-four (24) hours of the discontinuance or reduction of an established rotating shift system. However, neither a holiday nor non-workday shall be construed as a discontinuance or break in the rotating shift.

I. In the event an established rotating shift system is discontinued, the Employees who worked said rotating shift may be reassigned to a shift, as set forth in sections above, without any penalty to the Employer.

J. Employees assigned to rotating shifts while working on the swing shift shall be paid a shift differential of ten percent (10%) of their straight-time hourly rate per hours worked.

K. Employees assigned to rotating shifts while working on the graveyard shift shall be paid a shift differential of fifteen percent (15%) of their straight-time hourly rate per hours worked.

L. Prior to the implementation of a rotating shift, the Employer, and the Union(s) shall mutually agree to a schedule.

SECTION 6. **CO-MINGLING SHIFTS**: Employees assigned to the five-eight (5/8) workweek shall not be co-mingled with Employees assigned to the four-ten (4/10) workweek. 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 7. **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 8. **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 ($0.50) cent 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 9. **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 workdays"?*

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, Labor Co-Chair Date

FOR THE COMPANY: _____
Wes Young, Management Co-Chair Date

Bechtel Nevada

No. JLMIC-013
June 27, 2005

PROJECT LABOR AGREEMENT
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EXAMPLES:

- A 4-10 night shift is established Tuesday, Wednesday and Thursday nights. This meets the requirement of 3 consecutive workdays.
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- 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, Labor Co-Chair — Date: 7/14/05

FOR THE COMPANY: Wes Young, Management Co-Chair — Date: 7/14/05

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 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 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 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 6. 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 2. **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 6. 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 1 and 2 above.

SECTION 3. **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 4. **ROTATING SHIFTS**: An Employee assigned to a rotating shift reporting for work at their regularly scheduled starting time shall receive pay for eight (8) hours at their straight-time hourly rate. Such

pay shall be at the appropriate overtime rate for holidays, or the Employee's scheduled day(s) off.

SECTION 5. **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 6. 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 7. **FOREMAN / GENERAL FOREMAN DIFFERENTIALS**: An Employee who is assigned by the Employer to work temporarily as a Foreman or General Foreman shall receive the appropriate Foreman / General Foreman differential (as identified in Appendix A) for a minimum of one-half (1/2) shift. If the Employee temporarily works in this capacity for more than one-half (1/2) a shift, they shall receive the differential for the entire shift.

Time spent in Employer required training will be considered hours worked and shall be paid at the appropriate rate. The Foreman / General Foreman differential will be paid to only those Foremen / General Foremen permanently classified as such, not those in acting status.

EXAMPLES:

1. 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).

2. 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 8. 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 is not entitled to any pay, including clearance and/or waiting pay, for the duration of their inability to perform work.

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 Section 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(s) and 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(s) 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 Articles 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 the 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 or Unions involved.

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 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 rate for the hours specified while on Company-directed travel for training or special assignments.

Work / Travel	Scheduled Workday	Non-Scheduled Workday
Employee works the length of their normal day (or more) and travels on the same day.	Pay length of normal workday.	Normal 8 Hour Workday: 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate Normal 10 Hour Workday: 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.	Normal 8 Hour Workday: 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate Normal 10 Hour Workday: 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.	Normal 8 Hour Workday: 4 hours minimum at the applicable overtime rate OR 8 hours maximum at the applicable overtime rate Normal 10 Hour Workday: 5 hours minimum at the applicable overtime rate OR 10 hours maximum at the applicable overtime rate.

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 and Employees 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 2026.

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 one (1) hour worked in excess of the established shift
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 11:59 pm
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 eleven (11) 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 eleven (11) 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 (1/2) 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 cannot, is unwilling to provide technical advice, or to assemble a crew, no pay will be provided.

ARTICLE 28

MILITARY LEAVE

Employees who are members of the military will be entitled to Military Training, Active Duty Training and Active Military Duty leave in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Evidence of orders and amount of military pay is required in support of Military leave payment.

ARTICLE 29

WORKFORCE FLEXIBILITY

It is agreed between (MSTS), the SNBTU and other Signatory Unions that a stable workforce is mutually beneficial. Therefore, when mutually agreed in advance between MSTS and the affected Union(s), qualified Employees working under the Terms and Conditions of either the NNSS PLA for Construction or for Maintenance and Operations (M&O) may be temporarily transferred from one Agreement to the other.

Nothing herein, or in any other portion of this Agreement, shall limit the right of the Employer, upon mutual agreement with the individual Unions, to assign Employees covered by the M&O Agreement to work under the Construction Agreement or vice versa, consistent with craft flexibility and efficiency. The Employer will, to the greatest extent possible, equalize the cross-assigned Employees' terms and conditions for the time period the Employee is assigned to work in the other bargaining unit. It is understood that as of September 30, 2025, no employees are actively covered by the M&O agreement as all bargaining unit employees have been dispatched under the Construction Agreement.

Any Employee working under the Construction agreement will be paid the wages negotiated therein. Employees performing Davis-Bacon work will be paid at the negotiated wages contained in this Construction Agreement or Davis-Bacon rates set forth in the Prime Contract between the Company and the Department of Energy whichever is higher. An Employee dispatched under the Construction Agreement will stay under the Construction Agreement wage package regardless of the type of work being performed by the Employee. All disputes concerning the Employer's exercise of this authority will be referred to the Alliance Interpretations Committee for review. Upon mutual consent, the Employer agrees to provide reasonable notice to the respective Union of any cross assignment of Employees.

The intent is not to permanently move Employees from one Agreement to another Agreement. It will be done on a case-by-case necessity basis, and must come through Labor Relations to the Union, and will be subject to mutual agreement.

ARTICLE 30

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 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:

A. Work in progress

B. 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) weeks' 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 disputes 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^{th}) 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 assignments 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 question is incidental to a larger work operation.

3) Management is not flagrant in their selection of the work to be considered.

4) Trust and goodwill 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.

WORK ASSIGNMENT RESPONSIBILITY MATRIX							
ENTITY:	SUPERINTENDENTS	LABOR RELATIONS	GENERAL FOREMAN	ENGINEER	BUSINESS REP	SHOP STEWARD	FOREMAN
ALL PHASES OF PROJECT							
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[1]	
PRE-JOB PLANNING							
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					
PRE-JOB CONFERENCE							
Determine Project Parameters in Terms of Work to be Accomplished		X					
Develop and Document Work Assignments	X	X					
Present and Confirm Work Assignments - Pre-Job Conference Attendees		X			X		
Disputes and Resolution	X	X			X	X	
Define Problem/Issue Re: Work in Dispute		X			X		
Confirm and Communicate Final Work Assignments	X	X	X		X	X	
Attend Pre-Job Conference	X	X			X	X[1]	
Communicate Work Assignments to Craft on Project		X			X	X	
Proposed Work Assignments When Efficiency and Economy are Necessitated		X			X	X	
EXECUTION OF THE WORK IN PROGRESS							
Make On-The-Job Work Assignments [2]	X	X				X[3]	
Monitor On-The-Job Work Assignments [2]	X	X	X			X	
Objections to the On-The-Job Work Assignments [2]		X			X	X	
Resolutions of On-The-Job Work Assignments [2]	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					

1 At the discretion of the Business Representative; [2] Previously unassigned Work; [3] Information Resource Only

ARTICLE 31

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 and 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 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 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, or other agreed upon party, 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.

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

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 grievance. 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.

a) 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.

b) 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 either party to comply with the time limitations set forth above regardless of the reason given for such failure.

ARTICLE 32

INTERPRETATIONS COMMITTEE

It is agreed and understood between MSTS and the Unions 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 Unions signatory to this Agreement and MSTS 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 the individual Union's Appendix A is questioned and a clarification is required, the parties involved in the negotiations of the Appendix Articles shall meet and issue, in writing, an interpretation regarding the meaning, intent and purpose of the language.

ARTICLE 33

TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as approved by the SNBTU and Signatory Unions hereto at 12:01 am, October 1, 2025, and remain in full force and effect from year to year thereafter, until midnight, September 30, 2030.

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

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.

IN WITNESS WHEREOF, the parties hereto have caused this Project Labor Agreement Boilerplate between Mission Support and Test Services LLC. (MSTS) and The Southern Nevada Building Trades Unions (SNBTU) and Other Signatory Unions to be executed by their duly authorized representatives as of this ____ day of _____ 2025.

For the Employer
Mission Support and Test Services LLC. (MSTS):

By: Signed by: Michelle Blakely 36FF9E9E07C64CC...

Its: Sr. Staff LABOR RELATIONS MSTS

For the Unions
Southern Nevada Building Trades Unions (SNBTU):

By: DocuSigned by: 12239C9FF6F9427...

Its: EST

For the Unions
Bricklayers and Allied Craftworkers, Mountain West ADC

By: DocuSigned by: Richard Crawford EACA7FC1227F4BA...

Its: Director

Western States Regional Council of Carpenters, Local Union No. 1977:

By: Signed by: Michael Hawk 50A47B1D6C78411...

Its: Regional Manager

Millwrights and Machinery Erectors, Local Union No 1607:

By: Signed by: Michael Hawk 50A47B1D6C78411...

Its: Regional Manager

International Brotherhood of Electrical Workers, Local Union No. 357:

By: Signed by: Richard Work AEF90F9AD6734AE...

Its: Business Manager/ FS

International Brotherhood of Electrical Workers, Local Union No. 396:

By: Signed by: Jeremy Newman D2D8A807BC324E0...

Its: Assistant Business Manager

International Association of Heat and Frost Insulators and Allied Workers, Local Union No. 135:

By: Signed by: Daniel Hagewood 957890767BFF422...

Its: Business Manager / FST

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local Union No. 416:

By: Signed by: Vidal Zambrano C3F7635027834A9...

Its: Business Agent

International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local Union No. 433:

By: Signed by: Freddy Visgueki A7C343B78FC0454...

Its: Business Agent

Laborers' International Union of North America, Local Union No. 872:

By: DocuSigned by: Thomas White 8AF95B056EBC41B...

Its: Business Manager-Secretary Treasurer

International Union of Operating Engineers, Local Union No. 12:

By:

Its: President

International Union of Operating Engineers, Local Union Union No. 12:

By:

Its: Business Manager

International Union of Operating Engineers, Local Union No. 12:

By:

Its: Financial Secretary

International Union of Painters and Allied Trades District Council 16 on behalf of, Painters, Drywall Finishers, and Paperhangers Local 159; Floor Covers Local 1512; Glaziers Local 2001:

By: DocuSigned by: Robert Williams 0D9AD26FD7DF4CE...

Its: BM/ST

Operative Plasterers and Cement Masons' International Association of the United States of Americal, Local No. 797:

By: DocuSigned by: 79DFBFF1E1D64CD...

Its: Business Manager-Financial Secretary

United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local No. 525:

By: DocuSigned by: Dave Wood 6D73C21065BB4C1...

Its: Business Manager

Road Sprinkler Fitters, Local Union No. 669:

By: Signed by: Keith Welch B94EB13F2BF5430...

Its: BA on Behalf of BM

International Union of Roofers, Waterproofers and Allied Workers, Local Union No. 162:

By: Signed by: Jesus Loya C4FC9899BDDD4DC...

Its: Business manager

Sheet Metal, Air, Rail and Transportation (SMART), Local Union No. 88:

By: DocuSigned by: Jeremiah Rohrett 225966A973E948A...

Its: Business Manager/FST

International Brotherhood of Teamsters, Local No. 631:

By: Signed by: Tommy Blitsch 596B1775D8A2493...

Its: Secretary Treasurer

APPENDIX A

Project Labor Agreement for Construction

International Association of Heat and Frost Insulators and Allied Workers, Local Union No. 135

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Journeyman Mechanic

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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 to the Heat and Frost Insulators and Allied Workers Health and Welfare Fund of Local Union No. 135.

2. PENSION

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Western States Allied Pension Trust Fund.

3. **VACATION SAVINGS**

The parties agree that the Union may establish a Vacation Savings Fund. The Union shall notify MSTS of such fund and the contributions to be allocated from the existing Wage and Fringe Benefit package, at least thirty (30) days prior to the effective date. The Employer shall deduct for all hours worked by or paid to Employees covered by this Agreement and contribute the amount determined between the Union and Employees to the Heat and Frost Insulators and Allied Workers Vacation Savings Plan.

4. **APPRENTICESHIP TRAINING**

The Employer shall contribute per hour worked by or paid to Employees covered by this Agreement to the Apprenticeship and Training Trust Fund as established between the International Association of Heat and Frost Insulators and Allied Workers, Local Union 135, and the Southern Nevada Chapter, Western Insulation Contractors Association.

D. PREMIUMS

1. **ASBESTOS ABATEMENT**

Employees engaged in asbestos abatement work and required by the Employer to wear both full protective clothing (coveralls, shoe covers, gloves, cap, etc.) and a full face respirator, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

Employees covered by this Agreement shall receive a yearly physical examination, to include an asbestos screening, to be read by a certified "B" Reader. The cost of the examination shall be paid for by the Employer. The Employer has the sole right to conduct the physical or select another provider.

2. **UNDERGROUND PREMIUM**

Employees required to perform work underground in tunnels or shafts shall receive fifty cents ($0.50) per hour above their straight-time rate of pay for actual hours spent working underground.

3. HIGH TIME HAZARD PREMIUM

SECTION 1. Subject to the provisions of this Appendix, Employees that are required to work from trusses, scaffolds, frames, ladders, etc., where the work platform is at twenty-five (25) feet or more from the ground or floor level, they shall receive the following premium pay per hour:

25 feet to 40 feet	$0.25 per hour
Above 40 feet	$0.50 per hour

SECTION 2. Hazard premium, as set forth above, shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium shall not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the

hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard and shall not be paid to Foremen or General Foremen unless they are exposed to the actual hazard.

4. RESPIRATOR PREMIUM

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear. This shall include any suiting and un-suiting time involved, if applicable.

E. APPRENTICES

Wage rates for apprentices shall be the percentages, as set forth below, of the Journeyman Mechanic's rate:

First Year	50%
Second Year	60%
Third Year	70%
Fourth Year	80%
Fifth Year	90%

F. FOREMEN AND GENERAL FOREMEN

1. FOREMAN DIFFERENTIAL

An Employee designated by the Employer as Foreman or General Foreman shall be paid a differential of ten percent (10%) and twenty percent (20%) per hour, respectively, above the Journeyman Mechanic II base rate of pay.

2. FOREMAN ASSIGNMENTS

Whenever there are more than two (2) Journeymen employed, one (1) must be designated as a Foreman who will be allowed to work with their tools.

A Foreman may work with their tools until they supervise more than six (6) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one (1) of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

G. 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.

H. REIMBURSEMENT OF EXPENSES

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

    a. Fifty dollars ($50.00) for travel for the first day of employment

    b. Fifty dollars ($50.00) for travel for the last day of employment

2. The reimbursement of expenses shall not be due or paid to any Employee who shall quit their employment, before the completion of three (3) days work, or discharge for cause.

I. SAFETY REQUIREMENTS

The Employer shall provide a safe, protected space for changing of clothes and storage of tools.

J. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of the Agreement.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

SECTION 3. The Employer may recruit applicants from other sources under the following conditions:

a. The Employer has afforded the Union an opportunity to refer three (3) applicants for each vacancy; OR

b. Seventy-two (72) hours have elapsed from the notification of vacancy and no applicant satisfactory to the Employer has been referred, provided however that the Employer need not wait seventy-two (72) hours if the Union has notified the Employer that no qualifying registrant is available.

c. If workmen are so employed, the Employer will immediately report to the Union each such workman by name.

SECTION 4. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

K. ZONE PAY

Section 1: There shall be four (4) recognized Zones with the Clark County Courthouse as center point. All Zones will be depicted on a map mutually agreed upon. The Free Zone shall be defined as that area between zero (0) and nineteen (19) mile radius of the Clark County Courthouse. Subsistence may be waived by mutual consent, if a jobsite is deemed within the physical city of Boulder City, Henderson, Las Vegas, or North Las Vegas. City limits are not to be used.

Zone 1:
Shall be defined as that area between the twenty (20) mile radius of the Clark County Courthouse and within forty-five (45) miles of the Clark County Courthouse by way of the closest improved road determined by a mutually agreed upon official map of the Southern Nevada area. When Employees are dispatched to Zone 1, Four Dollars ($4.00) per hour shall be paid as Zone Pay.

Zone 2:
Shall be defined as that area between the forty-six (46) mile area of Zone 1 and within seventy-five (75) miles of the Clark County Court house by way of the closest improved road as determined by a mutually agreed upon official map of the Southern Nevada area. When Employees are dispatched to Zone 2, Five Dollars ($5.00) per hour worked shall be paid as Zone Pay.

Zone 3:
Shall be defined as that area beyond the seventy-six (76) mile area of Zone 2 and within the one hundred-fifty (150) mile area of Zone 4. When Employees are dispatched to Zone 3, Seven Dollars ($7.00) per hour worked shall be paid as Zone Pay.

Zone 4:
Shall be defined as that area beyond one hundred-fifty (150) miles from the Clark County Courthouse. When Employees are dispatched to Zone 4, the sum of Eight Dollars ($8.00) per hour shall be paid as Zone Pay.

Employees will be paid the applicable zone rate of pay for any hour(s) worked, Zone Pay shall not be pro-rated. The Zone Pay payable to an Employee for any day during which the Employee, for any reason, voluntarily leaves his job prior to completion of the Employee's regularly scheduled workday shall be reduced in proportion to the balance of the Employee's workday remaining at the time the Employee leaves his job. Zone pay is included in an employee’s regular rate for purposes of determining the appropriate overtime rate under the Fair Labor Standards Act (FLSA).

Project Labor Agreement for Construction
Bricklayers & Allied Craftworkers Mountain West ADC

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS

Bricklayer
Marble Mason
Tile Setter
Tile/Marble Finisher
Pointer Caulker Cleaner (PCC)

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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 to the Bricklayers Health and Welfare Trust Fund.

2. **PENSION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Bricklayers Pension Trust Fund.

3. **SAVINGS**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by the Agreement to an account maintained in the Employee's name at Zenith American Solutions.

4. **SUPPLEMENTAL DUES**

The Employer and Union agree that each Employee may give written authorization to Zenith American Solutions to pay to the Union from funds held by Zenith American Solutions on their behalf, an amount agreed upon between the Employee and the Union for each hour of their employment (hours worked or paid) in each payroll period as supplemental dues owed by the Employee to the Union.

Effective October 1, 2016, the Supplemental Dues amount shall be 4% per hour worked or paid.

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the Employee, signed by the Employee and furnishing the authorization to Zenith American Solutions in a form satisfactory to Zenith American Solutions officials. All costs, expenses and fees of the Zenith American Solutions incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

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

The Employer shall not be liable for any claims, which may arise by virtue of this provision.

D. APPRENTICES

Apprentices shall be paid the following percentages of the Journeyman's basic hourly pay rate for classifications of work in which they are engaged:

BRICKLAYER, TILE, MARBLE, AND PCC APPRRENTICES

1st Period	60%
2nd Period	70%
3rd Period	80%
4th Period	85%

5th Period 90%

E. PREMIUMS

1. HIGH TIME/HAZARD PREMIUM

SECTION 1. Subject to the provisions contained herein, Hazard premium, on jobs where Employees are required to work from trusses, scaffolds, frames, ladders, etc., where the work platform is at a distance of fifty (50) feet or more from the ground or floor level, they shall receive twenty-five cents ($0.25) premium pay per hour.

SECTION 2. Hazard premium shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

2. RESPIRATOR PREMIUM

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

F. FOREMEN AND GENERAL FOREMEN

An Employee designated by the Employer as Foreman shall be paid at the rate of one dollar and fifty cents ($1.50) per hour above the highest base rate of the Employee over which they have supervision. This includes working and non-working Foremen.

A Foreman designated to supervise other Foremen shall be classified as a General Foreman and shall be paid at the rate of one dollar and fifty cents ($1.50) per hour above the highest base rate of the Foremen over which they have supervision.

G. CHECKOFF OF UNION DUES, INITIATION AND/OR REINSTATEMENT FEES

SECTION 1. Upon receipt of an authorization signed by an 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 and assessments 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 and assessments owed by such Employee.

SECTION 3. Upon receipt of an authorization signed by any 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 and assessments, 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, assessments, 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 herein shall permit the deduction by the Employer of any assessment levied against an individual Employee or group of Employees unless the levy applies equally to all Employees who have provided a signed authorization card.

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 and assessments be deducted from their earnings. It is expressly understood that once the Employee voluntarily 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 deduction provided herein. Furthermore, the Union agrees that upon receipt of proper proof, it will refund to the Employer any Union dues and assessments, 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 and assessments, initiation and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

H. TOOLS

Bricklayers and other members of this local working outside of a shop must be provided a proper facility to store their tools. Bricklayers shall be given reasonable time, not less than ten (10) minutes, to sharpen and clean their tools, and pick-up time prior to the end of their shift. The Employer will provide necessary transportation of Bricklayers' personal tools including transporting tools on a new hire or termination basis or a transfer between areas.

I. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of the Agreement.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

SECTION 3. In the employment of workmen for all work covered by this Agreement, the following provisions subject to the conditions of the Union Recognition Article shall govern:

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

   The Employer shall first call the dispatching office of the Union for such men as it may from time to time need, and the dispatching office shall immediately furnish to the Employer the required number of qualified and competent workmen of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article.

   It shall be the responsibility of the Employer, when ordering men, to give the Union all of the pertinent information regarding the workmen's employment. The selection of workmen for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The dispatching office will furnish, in accordance with the request of the Employer, each such qualified and competent workman from among those entered on said lists to the Employer by use of a written referral in the following order of preference:

a. Workmen requested by name who, within the two (2) year period immediately preceding their registration at the respective dispatching office, have performed work of the type covered by this Agreement in the geographical area of Clark, Lincoln, Nye, and Esmeralda Counties, State of Nevada, and who have maintained their residence in said geographical area since their last period of employment.

b. Workmen who, within the two (2) years immediately preceding registration at the respective dispatching office, have performed work in the classification of the Union covered by the Agreement in the Southern Nevada area as that area is hereinabove more particularly defined with respect to the Union. Any workman in this category registered as Foreman will be referred to any Employer requesting such workmen for employment as Foreman.

c. Workmen whose names are entered on said lists at the dispatching offices of the Union, and who are available for employment.

The Employer may recruit applicants from other sources provided the Employer has afforded the Union an opportunity to refer three (3) applicants for each vacancy; or reasonable advance notice, but not later than twenty-four (24) hours prior to the required reporting time, will be given by the Employer to the dispatching office upon ordering such workmen. In the event that seventy-two (72) hours after such notice, the dispatching office does not furnish such workmen, the Employer may procure workmen from any other source or sources.

If men are so employed, the Employer will immediately report to the appropriate dispatching office, each such workman by name and classification.

d. Subject to the foregoing, the Employer is the sole judge as to the competency of all its Employees and applicants for employment. The Employer may reject any job applicant referred by the Union. All Employees must perform their work to the satisfaction of the Employer. No Employee shall be discharged or discriminated against for activities in behalf of, or representation of, the Union not interfering with the proper performance of their duties.

e. The Union shall post, in places where notices to applicants for employment with the Employer are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in the Union Recognition Article of this Agreement, and the Employer shall similarly post, in places where notices to Employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring and arrangements, including the provisions set forth in the Union Recognition Article of this Agreement.

SECTION 4. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

Project Labor Agreement for Construction

Western States Regional Council of Carpenters Local Union No. 1977

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Carpenter
Carpenter Welder
Power Saw Operator
Locksmith

Power Saws: The Power Saw Operator classification shall apply to those Employees designated by the Employer to act as the operator of power saws, other than the hand-held power saws.

An Employee involved in burning and cutting of materials using an oxyacetylene torch will receive the Welder's rate of pay.

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates negotiated October 1, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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 to the Southwest Carpenters Health and Welfare Trust.

2. **PENSION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Southwest Carpenters Pension Trust and Southwest Carpenters Annuity Fund.

3. **VACATION/SUPPLEMENTAL DUES**

The Employer and Union agree that each Employee may give written authorization to the Board of Trustees of the Southwest Carpenters Vacation Trust to pay to the Union from funds held by the Trustees on their behalf, an amount agreed upon between the Employee and the Union for each hour of their employment (hours worked or paid) in each payroll period, supplemental dues owed by the Employee to the Union.

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the Employee, signed by the Employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses, and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

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

The Employer shall not be liable for any claims which may arise by virtue of this provision.

This provision shall not affect the obligation of the Employer to pay the full amount of contributions to the Southwest Carpenters Vacation Trust as specified elsewhere in this Agreement.

4. **APPRENTICESHIP TRAINING**

The Employer shall contribute per hour worked by or paid to Employees covered by this Agreement into the Southwest Carpenters Training Fund.

D. PREMIUMS

1. **HIGH TIME/HAZARD PREMIUM**

SECTION 1. Where Employees are required to work from trusses, scaffolds, frames, ladders, etc., where the work platform is at a distance of twenty (20) feet or more from the ground or floor level, they shall receive twenty-five cents ($0.25) premium pay per hour.

SECTION 2. Hazard premium shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

5. **RESPIRATOR PREMIUM**

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

3. **UNDERGROUND PREMIUM**

Employees required to perform work underground in tunnels or shafts shall receive fifty cents ($0.50) per hour above their straight-time rate of pay for the full shift.

E. APPRENTICES

When employed, apprentices shall be employed strictly in accordance with the apprenticeship standards promulgated by the Southwest Carpenters Training Fund.

The Employer shall not deviate from the following apprentice wage scales without the express permission of the Southwest Carpenters Training Fund.

SCHEDULE OF PERIODS	MINIMUM HOURS	PERCENTAGE OF JOURNEYMAN'S SCALE
1st Period	1000	50%
2nd Period	600	55%
3rd Period	600	60%
4th Period	600	65%
5th Period	600	70%
6th Period	600	75%
7th Period	600	80%
8th Period	600	90%
Journeyman		100%

F. FOREMEN AND GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL**

An Employee designated by the Employer as Foreman shall be paid a differential of ten percent (10%) per hour above the Journeyman's base rate of pay.

A General Foreman shall be paid a differential of ten percent (10%) per hour above the Foreman over which they have supervision.

2. **FOREMAN ASSIGNMENTS**

Whenever there are more than two (2) Journeymen employed, one (1) must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one (1) of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman's position. However, in the absence of the Foreman or in emergency situations, a General Foreman can give direction to the crew.

G. TOOLS

Carpenters and other members of this local working outside of a shop must be provided a proper facility to store their tools. Carpenters shall be given reasonable time not less than ten (10) minutes, to sharpen and clean their tools, and pick-up time prior to the end of their shift. The Employer will provide necessary transportation of Carpenters' personal tools including transporting tools on a new hire or termination basis or a transfer between areas.

H. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of the Agreement.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

SECTION 3. The Employer agrees to abide by the Referral Procedures of the Local Union(s), not inconsistent with the terms and conditions of this Agreement, and in accordance with their Master Labor Agreement, hereby incorporated by reference.

SECTION 4. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

I. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Carpenters Fringe Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of ten thousand dollars ($10,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent by registered mail with return receipt.

Failure to comply with this provision is a violation of this Agreement and the provisions of the No Strikes Or Lockouts Article shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

The Union shall be required to furnish the Employer with a current list of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Employer by registered letter of any contractor or subcontractor adjudged delinquent.

Project Labor Agreement for Construction

Operative Plasterers and Cement Masons International Association of the United States of America, Local Union No. 797

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Cement Mason
Plasterer

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates negotiated effective October 1, 2025, including increases identified in the Wage and Benefits supplement shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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 to the Cement Masons & Plasterers Health & Welfare Trust for Southern Nevada.

2. **PENSION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Cement Masons & Plasterers Joint Pension Trust for Southern Nevada.

3. **VACATION/SUPPLEMENTAL DUES**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Cement Masons & Plasterers Vacation Savings Plan Trust for Southern Nevada.

4. **APPRENTICE AND JOURNEYMAN TRAINING**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Operative Plasterers and Cement Masons International Association, Local 797, Apprentice and Journeyman Training Trust for Southern Nevada.

5. **INTERNATIONAL TRAINING**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the OPCMIA International Training Fund.

D. APPRENTICES

Apprentices covered under the terms of this Agreement shall be paid the following percentages of the Journeyman Cement Masons hourly wage rate inclusive of vacation pay, and the below listed schedule of fringe contributions shall apply:

Training Period	Hours	Percentage of Base Wage
First (1st) Period	0 – 900	60%
Second (2nd) Period	900 – 1250	65%
Third (3rd) Period	1250 – 2500	70%
Fourth (4th) Period	2500 – 3750	80%
Fifth (5th) Period	3750 – 5000	90%

Contribution Schedule

1st Period = 60% of Health and Welfare
2nd Period = 65% of all contributions
3rd Period = 70% of all contributions
4th Period = 80% of all contributions
5th Period = 90% of all contributions

E. PREMIUMS

1. **HIGH TIME/HAZARD PREMIUM**

SECTION 1. Subject to the provisions of below, on jobs where Cement Masons are required to work from trusses, scaffolds, frames, ladders, etc., where the work platform is at a distance of forty (40) feet or more from the ground or floor level, they shall receive fifty cents ($0.50) premium pay per hour.

Men working from a swinging scaffold, or suspended from a rope or cable, shall receive twenty-five cents ($0.25) per hour above their hourly base rate.

SECTION 2. Hazard premium, as set forth herein, shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium shall not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard, and shall not be paid to Foremen or General Foremen unless they are exposed to the actual hazard.

6. **RESPIRATOR PREMIUM**

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

7. **UNDERGROUND PREMIUM**

Employees required to perform work underground in tunnels or shafts shall receive fifty cents ($0.50) per hour above their straight-time rate of pay for the full shift.

8. **TROWELING MACHINE PREMIUM**

Employees who are required to run a troweling machine shall receive a premium of twenty-five cents ($0.25) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift performance.

9. **EPOXY PREMIUM**

Employees who are required to apply epoxy in any type application shall receive a premium of twenty-five cents ($0.25) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift performance.

10. **AMERICAN CONCRETE INSTITUTE (ACI) PREMIUM**

Employees who are deemed ACI certified shall receive a premium of fifty cents ($0.50) above their straight-time rate of pay.

F. FOREMEN AND GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL**

Employees designated by the Employer as Foreman shall be paid a differential of ten percent (10%) per hour above the Journeyman's base rate of pay.

Employees designated by the Employer as General Foreman shall be paid a differential of ten percent (10%) per hour above the highest base rate of the Employee over which they have supervision.

2. **FOREMEN ASSIGNMENTS**

Whenever there are more than two (2) Journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

G. TOOLS

Cement Masons shall not furnish or transport any power tools, Fresno trowels, or troweling machines or other tools such as tamps. Cement Masons, at the discretion of the Employer, shall be required to furnish customary hand tools used. No Walking Trowels shall be used on slabs for trowel finishing.

H. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of the Agreement.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

SECTION 3. The Employer may recruit applicants from other sources under the following conditions:

a. The Employer has afforded the Union an opportunity to refer three (3) applicants for each vacancy; OR

b. Seventy-two (72) hours have elapsed from the notification of vacancy and no applicant satisfactory to the Employer has been referred, provided however that the Employer need not wait seventy-two (72) hours if the Union has notified the Employer that no qualifying

registrant is available.

SECTION 4. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

I. SHORT CALL ASSIGNMENTS

Cement Masons who are employed to work on the four day, ten hour (4/10) schedule, and who work less than forty (40) consecutive hours in a calendar week, shall be paid based on eight (8) hours at the straight-time rate and two (2) hours at the rate of one and one-half (1-1/2) times the straight-time rate.

J. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Cement Masons' Fringe Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of fifteen thousand dollars ($15,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent with delivery confirmation.

Failure to comply with this provision is a violation of this Agreement; and the provisions of the No Strikes Or Lockouts Article, shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

The Union shall be required to furnish the Employer with a current list of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Employer of any contractor or subcontractor adjudged delinquent.

K. ZONE PAY

Effective October 1, 2024, the total Zone Pay, including the existing Zone Pay referenced in Article 24, Section 1 (B) and (C) of the PLA, shall be $5.00 per hour worked in Zone B, and $5.50 per hour worked in Zone C.

Project Labor Agreement for Construction
International Brotherhood of Electrical Workers
Local Union No. 396 (Linemen)

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Journeyman Lineman
Equipment Operator
Journeyman Technician
Groundman (80% of Journeyman Lineman's rate)

1. WELDING

The Employer agrees to pay Employees covered by this Agreement (excluding Groundmen, Operators and all apprentices) a premium of fifty cents ($0.50) per hour for all hours spent welding, but not less than one-half shift.

2. SPLICING

The Employer agrees to pay Employees covered by this Agreement (excluding Groundmen, Operators and all apprentices) a premium of fifty cents ($0.50) per hour for all hours spent splicing, but not less than one-half shift.

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates negotiated October 1, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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 to the Line Construction Benefit Fund (LINECO), 2000 Springer Drive, Lombard, Illinois 60148, telephone 1-800-323-7268.

2. PENSION FUND

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the:

It is agreed that, in accordance with the National Employees' Benefit Agreement entered into between the National Electrical Contractors' Association (NECA) and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that, unless authorized otherwise by the National Employees' Benefit Board, the individual Contractor will forward monthly to the designated Local Employees' Benefit Board an amount equal to three percent (3%) of its gross monthly labor payroll, which it is obligated to pay to the Employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Board not later than fifteen (15) calendar days following the end of each calendar month.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the Local Employees' Benefit Board.

The failure of an individual Employer to comply with the applicable provisions of the National Employees' Benefit Agreement shall also constitute a breach of this Labor Agreement.

3. SUPPLEMENTAL PENSION FUND

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Pension Trust Fund.

4. APPRENTICESHIP TRAINING FUND

The Employer shall contribute a maximum of the gross monthly labor payroll, which it is obligated to pay to Employees covered by this Agreement into the Lineman California-Nevada Joint Apprenticeship Training Trust Fund.

5. VACATION SAVINGS FUND

The parties agree that the Union may establish a Vacation Savings Fund. The Union shall notify MSTS of such fund and the contributions to be allocated from the existing Wage and Fringe Benefit package, at least thirty (30) days prior to the effective date.

D. APPRENTICES

Wage rates for Linemen apprentices shall be the percentages, as set forth below, of the Journeyman's rate:

First (1st) Step	60%
Second (2nd) Step	65%
Third (3rd) Step	70%
Fourth (4th) Step	75%
Fifth (5th) Step	80%
Sixth (6th) Step	85%
Seventh (7th) Step	90%

To the extent it does not conflict with other provisions of this Agreement, the Area Training Agreement entered into between California-Nevada Line Constructors Chapter of NECA and District 9, IBEW, as approved by the International President on November 4, 1971, and as amended, shall govern all matters of apprenticeship and training and the financing thereof.

E. PREMIUMS

1. HIGH TIME/HAZARD PREMIUM

a. Where the Linemen work platform on wooden poles or towers is at a height of more than eighty (80) feet, they shall receive double the straight-time rate of pay for all time worked at such heights. This height premium pay shall not apply to substation or steel transmission tower erection.

b. Hazard premium shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings or guards effectively eliminates the hazard of a free fall.

c. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

d. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

e. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

2. RESPIRATOR PREMIUM

Employees required by the Employer to wear a respirator which requires a fit card shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

F. FOREMEN AND GENERAL FOREMEN

1. FOREMEN DIFFERENTIALS

An Employee designated by the Employer as Foreman shall be paid a differential of eleven percent (11%) per hour above the Journeyman's base rate of pay.

The General Foreman shall be paid a differential of twenty-two percent (22%) per hour above the Journeyman's base rate of pay.

2. FOREMEN ASSIGNMENTS

SECTION 1. Whenever there are more than two (2) Journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. There may be only one (1) working Foreman supervising workmen on activities directly related to each other. A Foreman may work with their tools until they supervise more than five (5) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees. (The intent of this Section regarding the number of craft Employees in a crew is a combination of Journeymen and apprentices).

SECTION 2. When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

SECTION 3. In the event more than two (2) Foremen are employed and a third Foreman is required, one (1) of the Foremen shall be designated as a General Foreman.

SECTION 4. Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

SECTION 5. All Foremen and General Foremen shall have the classifications and qualifications of Journeymen Linemen. When Journeymen Linemen are working on energized equipment or conductors, their work will be supervised by a non-working Foreman.

SECTION 6. It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman’s position; however in the event of the short term, temporary absence of the Foreman or in emergency situations, a General Foreman can give direction to the crew. If a crew is redirected by the General Foreman, a new Foreman will be designated.

G. TOOLS

1. Journeymen Linemen shall provide themselves with the following tools: hooks, belt, safety belt, skinning knife, six-foot non-conductive rule, pliers, twelve-inch crescent wrench, and hammer (claw or ballpeen).

2. The Employer shall furnish all other necessary tools or equipment. Workmen shall be held responsible for the tools or equipment issued to them, providing the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

The Employer shall also furnish a safe, full body safety harness for all work on steel jobs. Handline shall be of good, one-half inch rope and of sufficient strength to lower a workman to the ground with safety in case of emergency.

3. The Employer shall provide a suitable place for the Employees to leave their tools during the time that the Employees are off the job or project. The Employer will be responsible for all tools unless a suitable place is provided.

H. HIRING PROCEDURES

1. JOURNEYMAN LINEMAN

SECTION 1. In the interest of maintaining an efficient system of production at the NNSS and the NTTR, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the Employees in their employment status, and the elimination of discrimination in employment because of membership or nonmembership in the Union, or because of the race, sex, creed, color, national origin, age, veteran status or handicap of the Employees, the parties agree to the following system of referral of applicants for employment:

a. Except as provided in paragraph (i) below, the Union shall be the sole and exclusive source of referrals of applicants for employment.

b. The Employer shall have the right to reject any applicant for employment.

c. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of their membership or non-membership in the Union, or because of their race, creed, color, sex, national origin, age, veteran status or handicap. The selection and referral of applicants shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements, or by the race, creed, color, national origin, age, veteran status or handicap of the applicant. All such selection and referral shall be in accordance with the following procedures.

d. The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority groups for which he qualifies.

"Normal construction labor market" is defined to mean the following geographical area: Clark and Lincoln Counties and that portion of Nye County south of the Mt. Diablo Base Line, State of Nevada.

"Resident" means a person who has maintained their permanent home in the above defined geographical area for a period of not less than one (1) year, or who having had a permanent home in this area, has temporarily left with the intention of returning to this area as their permanent home.

"Examinations." An examination shall include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement shall include only written and/or practical examinations given by this Local Union, or any other duly constituted Local Union

of the IBEW. Reasonable intervals of time for examinations are specified as not less than two (2) months, not more than three (3) months. An applicant shall be eligible for examination if he has four (4) years of experience at the trade.

e. The Union shall maintain an out-of-work list which shall list the applicants within each group in chronological order of the dates they register their availability for employment.

f. The Employer shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group 1 in the order of their places on the out-of-work list, and then referring applicants in the same manner successively from the out-of-work list in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to their appropriate place within their Group and shall be referred to other employment in accordance with the position of his Group and their place within the Group.

g. On all jobs employing five (5) or more Journeymen, every fifth Journeyman, if available, shall be fifty-five (55) years of age or older.

h. The only exceptions which shall be allowed to the order of referral, enumerated in paragraph (f) above, are as follows:

i) Any outside firm undertaking any work covered by this Agreement will be allowed to bring in one Journeyman. When any complaint or dispute arises dealing with this question, any rule made by the International Office of the Union shall be accepted and put into effect.

ii) When the Employer, in its request for applicants, states requirements for special skills or abilities, the Business Manager shall refer the first applicant on the out-of-work list possessing such skills and abilities.

iii) If compliance with paragraph (g) above requires the employment of an additional Employee or Employees on the basis of age, the Business Manager shall refer the first applicant on the register who meets the Employer's requirements, and who satisfied the applicable age requirements; provided, however that all names in higher priority Groups, if any, shall first be exhausted before such over-age reference can be made.

iv) Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

i. If the Union does not refer qualified applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Business Manager promptly of the names and social security numbers of such Employees.

j. An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer and a public member appointed by both these members. In the event the Union member and Employer member cannot agree upon such public member, the Judge of the

Federal District Court for the District of Nevada, who resides in Southern Nevada, shall appoint such public member of the Appeals Committee.

It shall be the function of the Appeals Committee to meet within five (5) days to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of paragraph (c) through paragraphs (h) (iv) of this Article.

The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement, and its decisions shall be in accord with this Agreement.

k. A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employer who is a party to this Agreement.

l. All of the parties signatory hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency, in connection with the carrying out of the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally, and not jointly, in such matters and will, in so acting, not be subject to the control of any of the other parties.

2. **JOURNEYMAN LINEMEN GROUPS**

CLASSIFICATION A – (JOURNEYMAN LINEMAN – JOURNEYMAN TECHNICIAN)

GROUP I

All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) in the last three and one-half (3-1/2) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP II

All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Areas Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market area, and who have been employed in the normal construction labor market for at least six (6) months in the last two and one-half (2-1/2) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one (1) year.

CLASSIFICATION B – HEAVY EQUIPMENT OPERATOR

GROUP I

All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Local Union of the IBEW and who have been employed in the normal construction labor market for a period of at least one (1) year in the last four (4) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP II

All applicants for employment who have experience in the trade; and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

GROUP III

All applicants for employment who have experience in the trade, area residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one (1) year.

CLASSIFCATION C – GROUNDMAN

GROUP I

All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the normal construction labor market for a period of at least one (1) year in the last four (4) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP II

All applicants for employment, who have experience in the trade, are residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the Collective Bargaining Agreement.

GROUP III

All applicants for employment who have worked at the trade for more than one (1) year.

GROUP IV

All other applicants for employment.

I. OVERTIME DISTRIBUTION

Insofar as practical, overtime shall be divided equally among all Employees in a crew on any given job.

J. CABLE SPLICING

When performing work of splicing, building stress cones or building potheads on a high voltage (600 v; usable voltage or above) shielded rubber-insulated cable or shielded lead-covered cable, Journeymen shall be paid the Cable Splicer's premium.

When performing work of splicing lead-covered control or telephone cable which requires a wiped lead joint at the splice, Journeymen shall be paid the Cable Splicer's premium.

When performing work of splicing rubber-covered, telephone-type cable, Journeymen shall be paid the Cable Splicer's premium.

Cable Splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors, or between any conductor and ground, unless assisted by a Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of six hundred (600) volts.

Cable splicing, as defined above, shall include the joining of conductors, cable preparation, splice case installation, testing and other allotted work.

K. GROUNDMEN

1. Groundmen may operate vehicles not in excess of one (1) ton capacity for the purpose of hauling tools, material and water to and from locations. When circumstances warrant, they may operate such a vehicle for the purpose of returning it to the shop at the end of the workday, providing a Journeyman is not available to do so.

2. Groundmen may not work as a qualified workman when working on any energized equipment, or for switching any energized circuit. Groundmen will work under the direction of a Journeyman Lineman when working in the field. Under **no** circumstances shall Groundmen climb poles or towers.

L. SAFETY REQUIREMENTS

The Employer shall provide a safe, protected space for changing of clothes and storage of tools.

M. SAFETY RULES

1. The Employees shall be obligated to observe the instructions of the Employer in matters of safety.

2. The Employer shall conduct safety meetings, on the Employer's time, for Employees covered by this Agreement at least once a week. Employees shall take an active role in participating in such meetings.

   The safety meeting will be utilized for the purpose of advancing the knowledge and experience of the workmen in matters affecting safe working procedures, as well as emergency rescue and treatment.

3. When workmen are required to work on high voltage equipment that is de-energized, the line shall be tested with short-circuiting devices and "shorted and grounded" by means of adequate grounding devices before workmen shall be permitted on such de-energized lines or equipment. All safety precautions possible shall be observed while such shorting and grounding is being done.

4. All workmen working on or near conductors or equipment carrying a voltage of 440 volts or over shall be furnished with approved rubber goods (gloves, blankets, snakes, hoods, etc.).

5. All voltage of 4,800 volts or over shall be worked only with approved "hotsticks" and adequate help.

6. When Linemen are required to work on or near voltages of 440 volts or over, there shall be at least two (2) Journeymen Linemen or one (1) Journeyman Lineman, and one (1) hot Journeyman Lineman apprentice, and each shall be supplied with approved rubber goods. One (1) Journeyman Lineman, or one (1) hot Journeyman Lineman apprentice shall stand by within reaching distance, not working, but wearing rubber gloves while this work is being done. No two (2) Linemen on the same pole shall work on different phases or such conductors at the same time where such primaries are energized.

7. All grounded wires, metal conduits or cables on poles or other structures carrying energized primaries shall be properly covered before workmen are required to work in close proximity thereto.

8. The foregoing protective provisions of this Article shall apply to equipment to be worked while energized and includes trackless trolleys of all voltages.

9. Linemen shall not carry tools, except for hand tools of the trade, when climbing up and down poles The Employer shall furnish "nose bags."

10. The Employer shall be responsible for periodic inspection of hotsticks and the testing of all rubber goods, at intervals not to exceed those required by provisions of the American Society for Testing Material (ASTM). The date of each such testing shall be plainly indicated on the equipment so tested. Antiseptic powder for use in gloves is to be available

at all times when such gloves are in use. All such equipment shall be kept in first class condition in containers provided by the Employer.

11. No workman shall be required or permitted to furnish their own rubber gloves nor shall they be permitted to assume any responsibility for the safety factor of any equipment. All such responsibility shall be assumed directly by the Employer.

12. The Employer shall furnish each truck with a full first aid kit, and cool, potable drinking water and sanitary means of drinking the water at the work location.

13. Workmen covered under terms of this Agreement shall not be required or allowed to enter and work on energized switchyards or substations unless accompanied by a second Journeyman Lineman.

14. Workmen covered under terms of this Agreement will not make trips to remote areas, such as receiver and transmitter stations, unless accompanied by any other person.

15. Each Journeyman Lineman working on circuits or electrical equipment shall tag and/or lockout any appropriate circuits and equipment, as necessary for safety reasons, as prescribed by OSHA and Company Procedures. The Employee's supervisor shall be informed of each location where locked-out/tagged equipment and/or circuits are located, and in turn the Employee's supervisor shall be responsible for knowing the location where such equipment and/or circuits may be isolated.

16. If an Employee is required to wear any fire retardant clothing in the performance of their duties, such clothing shall meet requirements set forth in NFPA 70E and shall be provided by the Employer.

17. If an IBEW member is going to participate in the Company safety boot allowance per year, they must purchase a leather boot with composite toe to conform with Company policies and electrical safety regulations.

N. USE OF PERSONAL AUTOMOBILE

No workman shall be required to use their personal automobile to transport the Employer's tools or materials.

O. 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.

P. REIMBURSEMENT OF EXPENSES

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

    a. Thirty dollars ($30.00) for travel for the first day of employment.

b. Thirty dollars ($30.00) for travel for the last day of employment.

2. 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.

Q. CHECKOFF OF WORKING DUES

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 working 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. The Employer shall promptly mail to the Financial Secretary of the Union a check made payable to the Union for the amount of working dues 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 Financial Secretary of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Employer.

SECTION 4. The Union shall notify the Employer at least thirty (30) days prior to the implementation of an increase in the amount of working dues withheld from the earnings of Employees.

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 any time in the ten (10) day period preceding the first day of June 1991 or any subsequent year 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 working dues be deducted from their earnings. It is expressly understood that once the Employee voluntarily 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 working dues, 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 working dues charged to Employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

R. SAVINGS PROGRAM

MSTS shall continue to allow Employee participation in the Represented Employees 401(k) Savings Program.

S. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM

It is recognized by both parties to this Agreement that the Contractor, as a Federal Contractor, is required to comply with all federal laws and mandated regulations and/or guidelines relative to employment of persons without regard to 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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. Therefore, both parties agree that all possible good-faith efforts will be made to meet and comply with the above-referenced laws, regulations, and/or guidelines necessary to implement the Employer's Affirmative Action Program.

The parties hereby agree to comply with all applicable federal laws and Executive Orders pertaining to non-discrimination and equal opportunity in employment, including all orders issued by the Office of Federal Contract Compliance and any other orders which are applicable to government contract operations such as that conducted by the Employer.

The parties recognize the requirement that the Employer, as a federal government contractor, adopt an affirmative action program which includes goals and objectives for the recruitment, employment, training and upgrading program for equal opportunity regardless 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 identity, gender expression (including transgender status), mental disability, physical disability, protected medical condition as defined by 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 law and the laws of the State of Nevada. The Union hereby agrees to and supports 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 this bargaining unit.

In addition to the above, the Union and the members of the bargaining unit agree to support and cooperate to the maximum extent possible in the training of any Employees covered by this Agreement.

Project Labor Agreement for Construction
International Brotherhood of Electrical Workers
Local Union No. 357 (Wiremen)

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Journeyman Wireman
Journeyman Technician
Apprentice

1. WELDING

The Employer agrees to pay Employees covered by this Agreement a premium of fifty cents ($0.50) per hour for all hours spent welding, but not less than one-half shift.

2. SPLICING

The Employer agrees to pay Employees covered by this Agreement a premium of fifty cents ($0.50) per hour for all hours spent splicing, but not less than one-half shift.

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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

The wage rates negotiated October 1, 2025, shall remain in effect until the 1st day of October 2028, and shall continue from year to year thereafter unless MSTS or the Union gives 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, 2028.

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 October 1, 2028 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

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 (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to Employees covered by this Agreement to the Group Health and Welfare Trust Funds.

2. **PENSION**

   The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement**.**

   It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF) as entered into between the National Electrical Contractors Association (NECA) and the International Brotherhood of Electrical Workers (IBEW) on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

   An individual Employer who fails to remit as provided above shall be additionally subject to having their Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

   The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

3. **SUPPLEMENTAL PENSION**

   The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to Employees covered by this Agreement to the Pension Trust Fund.

4. **APPRENTICESHIP TRAINING**

   The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to Employees covered by this Agreement.

5. **VACATION SAVINGS**

   The parties agree that the Union may establish a Vacation Savings Fund. The Union shall notify MSTS of such fund and the contributions to be allocated from the existing Wage and

Fringe Benefits package, at least thirty (30) days prior to the effective date.

D. APPRENTICES

The employment of Wireman apprentices shall conform with the Apprenticeship Standards established and administered by Local Joint Committees as approved by the appropriate State and Federal Agencies and in accordance with the Non-Discrimination/Equal Employment Opportunity/Affirmative Action Program Article of this PLA. Wage rates for Wiremen apprentices shall be the percentages, as set forth below, of the Journeyman's rate as identified in the Wage and Benefits Supplement to this Agreement:

First (1st) Period	55%
Second (2nd) Period	65%
Third (3rd) Period	70%
Fourth (4th) Period	75%
Fifth (5th) Period	85%
Sixth (6th) Period	95%

E. PREMIUMS

1. HAZARD PREMIUM

a) Where Wiremen are required to work at a distance of forty (40) to ninety (90) feet from the ground or supporting structures on trusses, beams, scaffolds, frames, ladders, bosun chairs, cranes, open platforms, open decks, open excavations, or other similar hazardous locations, where the Wiremen are subject to a direct fall, they shall be paid at time and one-half the straight-time rate per hour worked for such hazardous work.

b) Where Wiremen are required to work at a distance of sixty (60) to ninety (90) feet from the ground on supporting structures on stacks, towers, tanks or other similar hazardous locations where the workmen are subject to a direct fall, they shall be paid at time and one-half the straight-time rate for such hazardous work.

c) Hazardous work, as set forth in (a) and (b) above, in excess of ninety (90) feet, shall be paid at double the straight-time rate for such hazardous work.

d) Hazard premium shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings or guards effectively eliminates the hazard of a free fall.

e) Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

f) The hazard premium shall be paid only to the members of a crew exposed to the hazard.

g) Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

2. RESPIRATOR PREMIUM

Employees required by the Employer to wear a respirator which requires a fit card shall receive

a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

F. FOREMEN AND GENERAL FOREMEN

1. FOREMEN DIFFERENTIALS

An Employee designated by the Employer as Foreman shall be paid a differential of eleven percent (11%) per hour above the Journeyman's base rate of pay.

The General Foreman shall be paid a differential of twenty-two percent (22%) per hour above the Journeyman's base rate of pay.

2. FOREMEN ASSIGNMENTS

SECTION 1. Whenever there are more than two (2) journeymen employed, one (1) must be designated as a Foreman who will be allowed to work with their tools. There may be only one (1) working Foreman supervising workmen on activities directly related to each other. A Foreman may work with their tools until they supervise more than five (5) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees. (The intent of this Section regarding the number of craft Employees in a crew, is a combination of Journeymen and apprentices).

SECTION 2. When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

SECTION 3. In the event more than two (2) Foreman are employed and a third Foreman is required, one (1) of the Foreman shall be designated as a General Foreman.

SECTION 4. Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

SECTION5. All Foremen and General Foremen shall have the classifications and qualifications of Journeyman Wireman.

SECTION 6. It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman’s position; however, in the event of the short term, temporary absence of the Foreman or in emergency situations, a General Foreman can give direction to the crew. If a crew is redirected by the General Foreman, a new Foreman will be designated.

G. CABLE SPLICING

When performing work of splicing, terminations, building stress cones or building potheads on a high voltage (600 v; usable voltage or above) shielded rubber-insulated cable or shielded lead-covered cable, Journeymen shall be paid the Cable Splicer's premium.

When performing work of splicing lead-covered control or telephone cable which requires a wiped lead joint at the splice, Journeymen shall be paid the Cable Splicer's premium.

When performing work of splicing rubber-covered, telephone-type cable, Journeymen shall be paid the Cable Splicer's premium.

Cable Splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors, or between any conductor and ground, unless assisted by a Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of six hundred (600) volts.

Cable splicing, as defined above, shall include the joining of conductors, cable preparation, splice case installation, testing and other allotted work.

H. TOOLS

1. The Employer shall furnish all other necessary tools or equipment. Workmen shall be held responsible for the tools or equipment issued to them, providing the Employer furnishes the necessary lockers, toolboxes or other safe places for storage.

   The Employer shall also furnish a safe, full body safety harness for all work on steel jobs. Handline shall be of good, one-half inch rope and of sufficient strength to lower a workman to the ground with safety in case of emergency.

I. HIRING PROCEDURES

1. JOURNEYMAN WIREMAN AND JOURNEYMAN TECHNICIAN

SECTION 1. In the interest of maintaining an efficient system of production at the NNSS, Nevada Research and Development Area and the NTTR, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the Employees in their employment status, and the elimination of discrimination in employment because of membership or nonmembership in the Union, or because of the race, sex, creed, color, national origin, age, veteran status or handicap of the Employees, the parties agree to the following system of referral of applicants for employment:

a) Except as provided in paragraph (i) below, the Union shall be the sole and exclusive source of referrals of applicants for employment.

b) The Employer shall have the right to reject any applicant for employment.

   The Union shall select and refer applicants for employment without discrimination against such applicants by reason of their membership or non-membership in the Union, or because of their race, creed, color, sex, national origin, age, veteran status or handicap. The selection and referral of applicants shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements, or by the race, creed, color, national origin, age, veteran status or handicap of the applicant. All such selection and referral shall be in accordance with the following procedures.

c) The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority groups for which he qualifies.

   "Normal construction labor market" is defined to mean the following geographical area: Clark and Lincoln Counties and that portion of Nye County south of the Mt. Diablo Base Line, State of Nevada.

"Resident" means a person who has maintained their permanent home in the above defined geographical area for a period of not less than one (1) year, or who having had a permanent home in this area, has temporarily left with the intention of returning to this area as their permanent home.

"Examinations." An examination shall include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement shall include only written and/or practical examinations given by this Local Union, or any other duly constituted Local Union of the IBEW. Reasonable intervals of time for examinations are specified as not less than two (2) months, not more than three (3) months. An applicant shall be eligible for examination if he has four (4) years of experience at the trade.

d) The Union shall maintain an out-of-work list which shall list the applicants within each group in chronological order of the dates they register their availability for employment.

e) The Employer shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group 1 in the order of their places on the out-of-work list and then referring applicants in the same manner successively from the out-of-work list in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to their appropriate place within their Group and shall be referred to other employment in accordance with the position of their Group and their place within the Group.

f) On all jobs employing five (5) or more Journeymen, every fifth Journeyman, if available, shall be fifty-five (55) years of age or older.

g) The only exceptions which shall be allowed to the order of referral, enumerated in paragraph (f) above, are as follows:

1. Any outside firm undertaking any work covered by this Agreement will be allowed to bring in one (1) Journeyman that has been referred by another IBEW Union. The Company/worker must check in at IBEW Local Union No. 357. When any complaint or dispute arises dealing with this question, any rule made by the International Office of the Union shall be accepted and put into effect.

2. When the Employer, in its request for applicants, states requirements for special skills or abilities, the Business Manager shall refer the first applicant on the out-of-work list possessing such skills and abilities.

3. If compliance with paragraph (g) above requires the employment of an additional employee or employees on the basis of age, the Business Manager shall refer the first applicant on the register who meets the Contractor's requirements, and who satisfied the applicable age requirements; provided, however that all names in higher priority Groups, if any, shall first be exhausted before such over-age reference can be made.

4. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

h) If the Union does not refer qualified applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer shall be free to secure applicants without using the referral procedure. The Employer shall notify the Business Manager promptly of the names and social security numbers of such Employees.

i) An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer and a public member appointed by both these members. In the event the Union member and Employer member cannot agree upon such public member, the Judge of the Federal District Court for the District of Nevada, who resides in Southern Nevada, shall appoint such public member of the Appeals Committee.

It shall be the function of the Appeals Committee to meet within five (5) days to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of paragraph (c) through paragraphs (hg) (iv) of this Article.

j) A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employer who is a party to this Agreement.

k) All of the parties signatory hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency, in connection with the carrying out of the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally, and not jointly, in such matters and will, in so acting, not be subject to the control of any of the other parties.

2. **WIREMAN GROUPS**

GROUP I

All applicants for employment who have four (4) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II

All applicants for employment who have four (4) or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two (2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one (1) year.

J. OVERTIME DISTRIBUTION

Insofar as practical, overtime shall be divided equally among all Employees in a crew on any given job.

K. SAFETY REQUIREMENTS

The Employer shall provide a safe, protected space for changing of clothes and storage of tools.

L. SAFETY RULES

1. The Employees shall be obligated to observe the instructions of the Employer in matters of safety.

2. The Employer shall conduct safety meetings, on the Employer's time, for Employees covered by this Agreement at least once a week. Employees shall take an active role in participating in such meetings.

   The safety meeting will be utilized for the purpose of advancing the knowledge and experience of the workmen in matters affecting safe working procedures, as well as emergency rescue and treatment.

3. When workmen are required to work on high voltage equipment that is de-energized, the line shall be tested with short-circuiting devices and "shorted and grounded" by means of adequate grounding devices before workmen shall be permitted on such de-energized lines or equipment. All safety precautions possible shall be observed while such shorting and grounding is being done.

4. All workmen working on or near conductors or equipment carrying a voltage of 50 volts or over shall be furnished with approved rubber goods (gloves, blankets, snakes, hoods, etc.).

5. All voltage of 4,800 volts or over shall be worked only with approved "hotsticks" and adequate help.
6. When Wiremen are required to work on or near voltages of 50 volts or over, there shall be at least two (2) Journeymen Wiremen. They shall be supplied with approved rubber goods. One (1) Journeyman Wireman shall stand by within reaching distance, not working, but wearing rubber gloves while this work is being done. No two (2) Wiremen on the same pole shall work on different phases or such conductors at the same time where such primaries are energized.

7. All grounded wires, metal conduits or cables on poles or other structures carrying energized primaries shall be properly covered before workmen are required to work in close proximity thereto.

8. The foregoing protective provisions of this Article shall apply to equipment to be worked while energized and includes trackless trolleys of all voltages.

9. The Employer shall be responsible for periodic inspection of hotsticks and the testing of all rubber goods, at intervals not to exceed those required by provisions of the American Society for Testing Material (ASTM). The date of each such testing shall be plainly indicated on the equipment so tested. Antiseptic powder for use in gloves is to be available at all times when such gloves are in use. All such equipment shall be kept in first class condition in containers provided by the Employer.

10. No workman shall be required or permitted to furnish their own rubber gloves nor shall they be permitted to assume any responsibility for the safety factor of any equipment. All such responsibility shall be assumed directly by the Employer.

11. The Employer shall furnish each truck with a full first aid kit, and cool, potable drinking water and sanitary means of drinking the water at the work location.

12. Workmen covered under terms of this Agreement shall not be required or allowed to enter and work on energized switchyards or substations unless accompanied by a second Wireman.

13. Workmen covered under terms of this Agreement will not make trips to remote areas, such as receiver and transmitter stations, unless accompanied by any other person.

14. Each Wireman working on circuits or electrical equipment shall tag and/or lockout any appropriate circuits and equipment, as necessary for safety reasons, as prescribed by OSHA and Company Procedures. The Employee's supervisor shall be informed of each location where locked-out/tagged equipment and/or circuits are located, and in turn, the Employee's supervisor shall be responsible for knowing the location where such equipment and/or circuits may be isolated.

15. If an Employee is required to wear any fire retardant clothing in the performance of their duties, such clothing shall meet requirements set forth in NFPA 70E and shall be provided by the Employer.

16. If an IBEW member is going to participate in the Company safety boot allowance per year, they must purchase a leather boot with composite toe to conform with Company policies and electrical safety regulations.

M. USE OF PERSONAL AUTOMOBILE

No workman shall be required to use their personal automobile to transport the Employer's tools or materials.

N. 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.

O. REIMBURSEMENT OF EXPENSES

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

   a) Thirty dollars ($30.00) for travel for the first day of employment

   b) Thirty dollars ($30.00) for travel for the last day of employment

2. For expenses incurred by an employee for travel to the TTR, the employee shall be reimbursed as follows:

   a) Fifty dollars ($50.00) for travel for the first day of employment

   b) Fifty dollars ($50.00) for travel for the last day of employment

3. Employees who are required to transfer from the NNSS to TTR or TTR to NNSS time shall receive travel reimbursement of fifty dollars ($50.00) for the first and last day of the job as long as such travel was done on their own time.

4. The reimbursement of expenses provided for in paragraph 1, 2 and 3 above 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.

P. CHECKOFF OF WORKING DUES

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 working 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. The Employer shall promptly mail to the Financial Secretary of the Union a check made payable to the Union for the amount of working dues 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 Financial Secretary of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Employer.

SECTION 4. The Union shall notify the Employer at least thirty (30) days prior to the implementation of an increase in the amount of working dues withheld from the earnings of Employees.

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 any time in the ten (10) day period preceding the first day of June 1991 or any subsequent year 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 working dues be deducted from their earnings. It is expressly understood that once the Employee voluntarily 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 working dues, 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 working dues, charged to Employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

Q. SAVINGS PROGRAM

MSTS shall continue to allow Employee participation in the Represented Employees 401(k) Savings Program.

Project Labor Agreement for Construction
International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers
Local Unions No. 416 and 433

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Reinforcing Ironworker
Structural Ironworker
Ornamental Ironworker

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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 each hour worked by or paid to Employees covered by this Agreement to the California Ironworkers' Field Welfare Plan.

2. **VACATION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the California Ironworkers' Field Vacation Trust.

3. **SUPPLEMENTAL DUES**

It is agreed that upon authorization as required by law, the amount identified per hour for each hour paid for and/or worked, including travel hours, shall be deducted by the California Field Ironworkers' Vacation Trust Fund from the Vacation Benefit of each workman and remitted by the California Field Ironworkers' Vacation Trust Fund to the Union. The amount of the deduction shall be specified on the statement transmitted to the workman by the California Field Ironworkers' Vacation Trust Fund which remittance shall be made to the Union not less than two (2) times each year.

4. **PENSION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the California Ironworkers' Field Pension Trust Fund.

5. **ANNUITY TRUST**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the California and Vicinity Field Ironworkers' Annuity Trust Fund.

6. **APPRENTICESHIP TRAINING**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the training program as provided
in the California Field Ironworkers' Apprenticeship Training Trust.

D. APPRENTICES

1. Apprentices shall be paid the following percentages for the Journeyman classification of work in which they are engaged as identified in the Wage and Benefit Supplement to this Agreement:

   a. For Structural, Reinforcing and Ornamental apprentices who shall have a three (3) year term of apprenticeship:

First six (6) months	50%
Second six (6) months	55%
Third six (6) months	60%
Fourth six (6) months	65%
Fifth six (6) months	75%
Sixth six (6) months	80%
Seventh six (6) months	90%
Eighth six (6) months	95%

2. The Employer and Union hereby agree as follows:

   a. The Employer guarantees employment during the term of this Agreement to no

less than one (1) apprentice for each seven (7) construction Journeymen Structural Ironworkers in its employ.

b. The parties recognize the right of the Employer to requisition persons of the apprentice out-of-work list by name.

E. PREMIUMS

1. RESPIRATOR PREMIUM

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

2. UNDERGROUND PREMIUM

Employees required to perform work underground in tunnel or shafts shall receive seventy-five cents ($0.75) per hour above their straight-time rate of pay for actual hours spent working underground.

F. FOREMEN AND GENERAL FOREMEN

1. FOREMAN DIFFERENTIAL

An Employee designated by the Employer as Foreman or General Foreman shall be paid a differential of ten percent (10%) per hour, respectively, above the highest base rate of the Employee over which they have supervision.

2. FOREMAN ASSIGNMENTS

Whenever there are more than two (2) Journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one (1) of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

G. TRAVEL

1. TRAVEL EXPENSE TO WHOM DUE

When the Employer hires workmen for a job more than thirty-five (35) miles away from the city hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Fresno, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura, and El Centro, California, and Reno and Las Vegas, Nevada, based on the city of which the workman is a bona fide resident, the workmen shall be paid travel time, transportation in accordance with the Agreement, whether or not the job is located within another expense-free zone as provided by this Agreement. The Employer shall pay bridge, ferry and toll road fares.

2. **MILEAGE AND TRAVEL**

Workmen shall receive twenty-four cents ($0.24) per mile for transportation to and from jobs over thirty-five (35) miles from the designated basing point at the beginning and completion of the job.

3. **TRAVEL TIME**

Time paid for traveling will be paid for at the straight-time hourly rate and will be computed at the rate of fifty (50) miles per hour. Travel time pay shall be computed as follows:

a. Determine travel time by dividing fifty (50) into the actual miles over the most direct regularly traveled route between the job and the designated point.

b. Determine travel time pay by multiplying travel time, including fractions, by the straight-time rate; provided, however, in no case shall travel time pay exceed eight (8) hours' pay in any twenty-four (24) hour period.

4. **TRAVEL EXPENSE, JOB NOT CONTINUOUS**

If the Employer orders the same workmen to and from the same job more than once when the job is not continuous, workmen shall be paid travel time and transportation to and from the job for each round trip except where the break in continuous employment on the job is caused by holidays, Saturdays, Sundays or weather conditions.

5. **TRAVEL EXPENSE, WHEN DUE**

Travel compensation and mileage will be paid on the paycheck for the first pay period of the workman after they start to work. Travel compensation and mileage for the return trip will be paid at the conclusion of the job, or after thirty (30) shifts have been worked by the individual, whichever comes first. A workman, paid return mileage after completing thirty (30) shifts, shall not be eligible to receive any additional return trip compensation at termination of their employment.

On jobs of five (5) or more days duration, travel compensation and mileage will not be paid either way if a workman voluntarily quits before they have worked five (5) days or shifts.

H. INJURED WORKMEN

When a workman is injured to the extent of being unable to work for the remainder of the day, they will be paid for the full day at their regular rate. Their ability to work or not to work shall be determined by a qualified physician.

Workmen injured on the job who are still employed and who are required by the attending physician provider to make further visits during working hours shall make such visits with no loss of wages for time spent in making such visits.

I. BASIC PROVISIONS

1. WELDER'S CERTIFICATION

Any Employer requiring welders to have certification papers shall be responsible for all expenses of taking such tests when that test is taken at the request of the Employer. The Employer shall furnish the welder with a copy of the certification papers if they remain on the job to its completion or for thirty (30) days, whichever comes first.

2. FINISHER'S TOOLS

Workmen employed on ornamental iron work shall furnish, for their own use, all necessary hand tools to enable them to effectively install such work. Tools broken on the job, such as drills, taps, hacksaw blades, etc., shall be replaced by the Employer.

Workmen's tools and clothing stored in the Employer's shed or tool box stolen or destroyed by fire, flood or other means will be replaced at the Employer's expense upon notification and presentation of a statement of loss to the Employer or its representative. The Employer may require the workman, prior to starting work, to supply a list of their tools to be protected by this Section.

3. 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.

4. CLOTHES ROOM

Each job of sufficient size and length to justify same shall be provided with a shed or room for the Employees to change their clothes and keep their tools.

5. IRONWORKERS REQUIRED ON STRUCTURAL STEEL ERECTION

No less than six (6) workmen and a Foreman shall be employed around any guy or stiff leg derrick. On all mobile or power-operated rigs of any description, no less than four (4) workmen and a Foreman shall be employed. This Section H shall be applied in accordance with International Circular Letter No. 568, dated July 26, 1951.

6. IRONWORKERS REQUIRED ON PRECAST CONCRETE TILT-UP WALL PANEL ERECTION

No less than two (2) workmen and a Foreman shall be employed on all mobile or power-operated rigs of any description when erecting precast concrete tilt-up wall panels.

7. ANTI-AGE DISCRIMINATION

It is agreed by the parties hereto there shall be no discrimination as to job opportunities due to the age of the workmen.

8. **CONSTRUCTION ELEVATORS**

During the erection or construction of buildings, tower modules, construction elevators or approved man-lifts, as required by state law, will be provided to hoist workmen covered by this Agreement.

J. SAFETY PROVISIONS

1. **PLANKING FLOORS**

Working floors upon which derricks sit must be covered tight with suitable planking over the entire floor except where openings are left for ladders. No more than two (2) floors, or a maximum of twenty-five (25) feet, beneath each riveting scaffold shall remain open or uncovered, and all such floors shall be planked and within a minimum radius of ten (10) feet.

On buildings, bridges or other structures erected or dismantled with mobile cranes or by other methods, planking, decking or nets will be provided.

2. **STIFFENING AND SUPPORTING WORKING LOAD POINTS**

When iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial supports provided to safely sustain such added weight.

3. **RIDING THE LOAD OR LOAD FALLS**

No workman shall be permitted to ride the load or load fall except in case of inspection and erection and dismantling of derricks.

4. **SLINGS**

Steel cable, nylon, polyester, and carbon fiber/composite will be used instead of chains or hemp slings.

5. **COMMUNICATION SYSTEM**

Whenever derricks are used for hoisting structural steel or other materials, a direct wired communication system, telephone or other approved signals shall be used unless manual signals are most appropriate.

6. **PROTECTION OF SIGNAL DEVICES**

Proper, practical, safe housing, casing or tubing shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by Ironworkers.

7. **ELEVATOR SHAFT PROTECTION**

No workman will be permitted to work in an elevator shaft while the car is in operation. The first floor beneath and the first floor above workmen shall be planked safe in all elevator shafts.

8. **ISOLATED AREAS**

No Ironworker will be required or permitted to work alone in an isolated hazardous area where they may be cut off from immediate assistance in the event of an emergency.

9. **FLOATS**

All floats shall be not less than 3' x 6' x 3/4" in size and supporting ropes shall be one-inch (1") manila rope or equivalent. A safety harness must be worn at all times when working on floats.

10. **OVERHEAD CRANES**

When Ironworkers are performing work in or about overhead crane rails and the cranes are actively in operation, one (1) or more Ironworkers shall be provided, in a suitable location, to serve as safetymen for the protection of the workmen.

11. **PLANKING**

All structural members which have projections, such as studs, and/or all open holes, etc., will be covered with planking or other suitable covering prior to erection to prevent the possibility of a tripping or fall hazard.

K. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Ironworkers' Fringe Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of ten thousand dollars ($10,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent with delivery confirmation.

Failure to comply with this provision is a violation of this Agreement and the provisions of the No Strikes Or Lockouts Article shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

The Union shall be required to furnish the Employer with a current list of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Employer of any contractor or subcontractor adjudged delinquent.

L. HIRING/REFERRAL PROCEDURES

1. In order to maintain an efficient system of production in the industry, to provide for an orderly procedure for the referral of applicants for employment, and to preserve the legitimate interests of Employees in their employment, the Employer and the Union agree that, when the Employer requires workmen to perform any work covered by this

Agreement, it shall hire applicants for employment to perform such work in accordance with this Agreement.

2. The Employer shall have the right to employ directly a minimum number of Employees which may include a General Foreman and Foreman. In addition, the Employer shall have the right to employ directly on any job in the locality in which the Employer maintains a principal place of business all Employees required on such job or jobs, provided such Employees are regular Employees of the Employer who have been Employed by it fifty percent (50%) of the working time of the applicants during the previous twelve (12) months, and on jobs of the Employer located outside the locality in which it maintains a principal place of business forty percent (40%) of such Employees.

   For the purpose of this Section, locality shall mean:

   Area No. 1 - Jurisdiction of Local Union Nos. 377 and 378;
   Area No. 2 - Jurisdiction of Local Union Nos. 416, 433 and 792;
   Area No. 3 - Jurisdiction of Local Union No. 229;
   Area No. 4 - Jurisdiction of Local Union No. 155;
   Area No. 5 - Jurisdiction of Local Union No. 118

3. All other journeymen required by the Employer shall be furnished and referred to the Employer through the hiring office of the appropriate Local Union.

4. The Employer shall have the right to reject any applicant referred by the appropriate Local Union, subject to the provisions of the Reporting Time and Minimum Pay Article.

5. Selection and referral of applicants to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan:

   Any workman desiring employment in work covered by this Agreement shall be registered in one of the groups listed below. Each such workman shall be registered in the highest priority group for which they qualify.

   GROUP A

   All applicants for employment who have worked at the trade as Journeymen or apprentices in work of the type covered by this Agreement for the past three (3) years in the geographic area covered by the District Council of Ironworkers of the State of California and Vicinity; provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration in such classification or classifications and specialty or specialties.

   GROUP B

   All applicants for employment who have worked at the trade as Journeymen or apprentices in work of the type covered by the District Council of Ironworkers of the State of California and Vicinity for the past four (4) years; provided, however, if such applicants request registration in this Group with the designation of a

particular classification or classifications and specialty or specialties, they shall have worked at least nine (9) months within the four (4) years immediately preceding such registration in such classification or classifications and specialty or specialties.

GROUP C

All applicants for employment who have worked at the trade as Journeymen or apprentices in work of the type covered by the District Council of Ironworkers of the State of California and Vicinity for the past two (2) years or more and who have, for the past year, actually resided within the geographic area covered by this the District Council of Ironworkers of the State of California and Vicinity.

GROUP D

All applicants for employment who have worked at the trade in work of the type covered by the District Council of Ironworkers of the State of California and Vicinity for one (1) year or more immediately preceding the date of their registration.

GROUP E

All other applicants for employment.

6. Each Local Union shall maintain each of the separate Group lists set forth above, which shall list the applicants within each Group in the order of the dates they registered.

7. The Employer shall advise the appropriate Local Union of the number and classification or classifications and specialty or specialties of applicants required. The appropriate Local Union shall refer applicants to the Employer by first referring applicants in Group A in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group B, then Group C, then Group D, then Group E.

8. a. Any individual desiring employment shall register at the appropriate Local Union by appearing personally and shall indicate their name, address, telephone number, social security number, classification or classifications and specialty or specialties of the type of work desired, the date of such registration and other pertinent information, if required.

   b. Available for employment shall mean:

      i) All individuals seeking employment under Subsection H.1 above shall be in the Local Union at regularly established roll-call time.

      ii) All individuals eligible for referral shall be present at the Local Union during dispatching hours, provided they may be present at a location where they can be reached by telephone if they live in a remote area or due to extenuating circumstances, cannot be personally present.

   c. Dispatching hours shall be from 7:00 am to 9:30 am daily (Saturdays, Sundays, and recognized holidays excluded). In emergency cases, workmen may be dispatched other than at dispatching times.

d. Each individual, upon being referred, shall receive a referral slip to be transmitted to the Employer representative at the jobsite, indicating their name, address, social security number, type of job, date of proposed employment, and date of referral.

e. To ensure the maintenance of a current registration list, all individuals who do not register or notify the Union in writing of their availability within one (1) week of their previous registration, shall be removed from the registration list. If such individuals reregister pursuant to the provisions of this Section, they shall maintain their previous position on such list.

f. Individuals shall be eliminated from the registration list for the following reasons:

i) Dispatched to the job, except that any individual who is rejected by the Employer shall retain their position on said list.

ii) Unavailable for employment during the current week.

iii) Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided they re-register.

iv) Any individual dispatched to a job and who reports for work in an intoxicated condition, thereby being unfit for work, shall be placed at the bottom of the list provided they re-register.

g. No individual who is rejected by the Employer shall be referred to such Employer with respect to the same request pursuant to which they were initially referred.

9. The order of referral set forth above shall be followed except in cases where the Employer requires and calls for applicants possessing special skills and abilities, in which cases the appropriate Local Union shall refer the first applicants possessing such special skills and abilities in the order they appear on the appropriate register.

10. No provision of this Section shall constitute a limitation on the right of the Employer to transfer workmen on its payroll from time to time and from place to place at the discretion of the Employer, provided it secures fifty percent (50%) of its workmen from the Local Union having jurisdiction.

11. In the event the referral facilities maintained by the appropriate Local Union are unable to fill the requisition of the Employer for Employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any source. In such event, the Employer will notify the appropriate Local Union of the names and dates of such hiring. Such notifications shall be given promptly, but not to exceed twenty-four (24) hours after such hiring (Saturdays, Sundays and holidays excepted).

12. In the event any job applicant is dissatisfied with their group classification or their order of referral in that such applicant claims they were not placed in the proper group set forth above or is aggrieved by the operations of the hiring arrangement or the provisions of this Section, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which their complaint arose to an appellate tribunal consisting of a representative selected by the Employer, a representative selected by the Union, and an impartial umpire appointed jointly by the Employer and the Union. The decision of the appellate tribunal shall be final and binding.

13. In cases where the Employer hires workmen in accordance with Group A hereof, the individual Employer may hire Employees by name from the Local Union, and succeeding Employees hired by name shall be in the ratio of one (1) for each one (1) Employee hired. Such name hiring shall be without regard to the position of the workmen requested on the registration lists.

14. All of the parties signatory hereto agree that any and all liability which may arise to any person, or in any proceedings in any court or before any governmental agency, in connection with the carrying out of the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally, and not jointly, in such matters and will, in so acting, not be subject to the control of any of the other parties.

M. UNION SECURITY

1. To the full extent permitted by law, every person performing work covered by this Agreement, who is a member of the Union and in the employment of the Employer on work covered by this Agreement on the effective date of this Agreement, shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of, and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such work with the Employer following the beginning of such employment, or the effective date of this Agreement, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

2. The Employer shall not be required to discharge any Employee pursuant to this Section until a written request from the Local Union for such action, stating all pertinent facts showing the noncompliance, shall have been served upon the Employer or its agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the Employer shall not interrupt or interfere with the progress of the work.

3. No Employee shall be discharged or discriminated against for activity in, or representation of, the Union or any Local Union.

4. The individual Employer shall be the sole judge of the qualifications of all of its Employees and may, on such grounds, discharge any of them.

Project Labor Agreement for Construction
Laborers' International Union of North America
Local Union No. 872

EFFECTIVE 10/01/2025 through 09/30/2030

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 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

LABORER I
Building/Office Cleanup
Cesspool Digger & Installer
Drinking Water
Fence Builder
Fine Grader, Highway & Street
Flagperson
Gas & Oil Pipeline Laborer
Gas & Oil Pipeline Wrapper - Pot Tender and Form Man
Guinea Chaser
Laborer - Packing Rod Steel and Plans
Laborer - General (Construction Cleanup, etc.)
Laborer - Demolition
Landscape Gardener, Nurseryman and Grounds Keeper
Making & Caulking of all nonmetallic pipe joints
Rip Rap Stone Paver
Roto-Scraper
Scaler
Septic Tank Digger & Installer (Leadman)
Tank Scaler and Cleaner
Tool Attendant (jobsite only)
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type brush shedders
Window Cleaners

LABORER II
Asphalt Raker, Ironer, Spreader
Buggymobile Man
Cement Dumper
Concrete Core Cutter, Sawman and Cement Grinding Operator
Concrete Curer
Cribber or Shorer
Cutting Torch Operator (demolition)
Driller
Dry Packing Concrete & Filling of Form Bolt Holes
Gas and Oil Pipeline wrapper

Head Rock Slinger
Jackhammer, Driller and/or Pavement Breaker
Laying of all nonmetallic pipe, including sewer pipe, drain pipe and underground tile
Machine Tool Operator (operators and tenders of pneumatic & electric tools, vibrating machines and similar mechanical tools not separately classified herein, including hand guided ditch witch and hand-type roller)
Paving, Airport Runways & similar work
Pesticide, Herbicide, Insecticide Applicator
Potholer
Powderman
Rock Slinger
Sandblaster (Nozzleman)
Sandblaster (Pot Tender)
Shotcrete (Nozzleman)
Shotcrete (Pot Tender)
Steel Headerboard Man

LABORER III
Asbestos Abatement
Hazardous Waste
Lead Abatement
Microbial Remediation which includes Hantavirus
Petrochemical Handler
Radiation Worker

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 identifying 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 AND TRUST FUNDS

TRUST FUNDS 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 to the Laborers Health and Welfare Trust Fund.

   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. **PENSION**: The Employer shall contribute the current Pension amount 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

   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.

   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.

3. **SAVINGS FUND**: A Savings Fund, known as the Construction Industry and Laborers Savings 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, and 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 Savings Fund in the amount designated in the wage and benefits supplement of 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 Savings Fund benefits, contact the Trust to obtain a current plan document.

   Each Employer shall pay a contribution for each hour paid for and/or worked, including overtime, shift pay, show-up time pay, and similar payments covered by this Agreement. The contribution amount shall be added to the base wage, subject to tax withholdings and deductions. The Employer shall 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 Savings Fund.

4. **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 Savings 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 their 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 Savings 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 savings 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.

5. **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 Savings 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 savings 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.

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.

3. **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.

4. **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.

5. **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. HIGH TIME/HAZARD PREMIUM

SECTION 1. On jobs where members are required to work from trusses, scaffolds, frames, ladders, etc., where the work platform is at a distance of forty (40) feet or more from the ground or floor level, they shall be paid fifty cents ($0.50) premium pay per hour.

SECTION 2. Hazard premium shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

2. RESPIRATOR PREMIUM

When Employees are engaged with hazardous work, Hazmat areas, and required to wear full protective clothing (coveralls, bootees, gloves, cap, etc.) or a respirator requiring a fit card, they shall receive a premium of one dollar ($1.00) per hour above their regular straight-time rate of pay, for a minimum of half shift or maximum of a full shift, based on half shift wear.

3. **POTHOLING SPECIAL EQUIPMENT PREMIUM**: This special equipment premium shall pertain to Laborers operating a high pressure water wand and high pressure vacuum hose including set up and cleanup of the pothole machine. This premium shall be paid at

fifty cents ($0.50) per hour above their straight-time rate of pay. The Potholing Premium shall be paid only for the actual hours of exposure.

4. **EXPLOSIVES PREMIUM**: Employees who are assigned to handling explosives including detonating devices, dynamite, ammunition/ordinance and related components shall receive a premium of fifty cents ($0.50) per hour above their straight-time rate of pay, for a minimum of half shift or maximum of a full shift, if more than one-half shift is spent handling explosives.

F. **SHIFT DIFFERENTIAL**: 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.

G. **ROTATING SHIFTS**: If an Employee is contacted less than two (2) hours prior to the start of a shift for a shift change, they shall receive two (2) hours straight-time pay.

H. FOREMEN AND GENERAL FOREMEN

1. FOREMAN DIFFERENTIAL

Employees designated by the Employer as Foreman shall be paid a differential of ten percent (10%) per hour above the highest base rate of the Employee over which they have supervision. Employees designated as a General Foreman shall be paid a differential of twenty percent (20%) per hour above the highest base rate of the Employee over which they have supervision.

2. FOREMAN ASSIGNMENTS

Whenever there are more than two (2) Journeymen employed, one (1) must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc. When two (2) Journeymen are working alone and one (1) is required to make decisions applicable to Foreman duties, one shall be designated as a Foreman.

In the event more than two (2) Foremen are employed and a third Foreman is required, one (1) of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

I. 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.

J. BONDING PROVISIONS FOR TRUST FUNDS

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 (6) 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.

K. 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.

L. 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 any 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 voluntarily 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.

M. RADIATION EXPOSURE

SECTION 1. It is recognized Employees may be required to work in contaminated areas and, when required to do so, these Employees may receive radiation exposures which will prohibit them from continuing to work in a radex (radiation exposure) area for a period of time because of certain governing restrictions imposed by the Department of Energy (DOE).

In the event an Employee is removed from their work assignment due to exposure to radiation, they will not be terminated for this reason, but will be transferred to another job at a comparable hourly rate and will remain in such employment until:

1. It is determined by competent authority under DOE regulations that the can return to their previous assignment, or

2. Both the work of their previous assignment and current assignment has been completed and their termination is due to lack of work and not radiation exposure.

Time spent at the direction of the Employer by any Employee for showers, examinations, etc., due to radiation exposure shall be paid for at the appropriate rate.

N. 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.

O. **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 applicable Memorandum of Understanding (MOU).

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

Q. **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.

R. **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.

S. **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.

T. **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.

U. **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 employees that report to work at NLV or RSL.

B. ZONE B (NNSS: Mercury and Forward Areas): Employees reporting to the NNSS will be paid zone pay in an amount equal to five dollars ($5.00) per hour worked.

C. ZONE C (NTTR): Employee's reporting to the NTTR will be paid zone pay in an amount equal to five dollars ($5.00) 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.

Project Labor Agreement for Construction
Millwrights and Machinery Erectors
Local Union No. 1607

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Millwright
Millwright Welder

NOTE

The Employer shall not designate any Employee as a Millwright, unless the Employee has been properly dispatched to the Employer by Millwrights Local Union No. 1607, in accordance with the Union's Referral Procedures.

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates negotiated October 1, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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 to the Southwest Carpenters Health and Welfare Trust.

2. **PENSION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Southwest Carpenters Pension Trust and Southwest Carpenters Annuity Fund.

3. **VACATION / SAVINGS**

The Employer shall contribute per hour at the straight-time rate for all hours worked by or paid to Employees covered by this Agreement to the Southwest Carpenters Vacation Trust.

4. **APPRENTICESHIP TRAINING**

The Employer shall contribute per hour worked by or paid to Employees covered by this Agreement into the Southwest Carpenters Training Fund. Funds contributed shall be used exclusively for the Apprenticeship program.

D. APPRENTICES

1. The Employer shall not deviate from the following apprentice wage scales without the express permission of the Joint Apprenticeship Committee.

SCHEDULE OF PERIODS	MINIMUM HOURS	PERCENTAGE OF JOURNEYMAN'S SCALE
1st Period	650	50%
2nd Period	650	55%
3rd Period	650	60%
4th Period	650	65%
5th Period	650	70%
6th Period	650	75%
7th Period	650	80%
8th Period	650	85%
9th Period	650	90%
10th Period	650	95%
Journeyman		100%

2. An Employer who employs three (3) Journeymen who are fully employed as Millwrights, may have one (1) apprentice. When the Employer employs five (5) or more Journeymen, fully employed as Millwrights, including the Foreman, the sixth (6th) Millwright must be an apprentice, when available. Thereafter, the Employer must have one (1) additional apprentice for each five (5) Journeymen fully employed as Millwrights, when available.

E. TOOLS

1. Millwrights shall be expected to furnish an adequate complement of tools. The Employer agrees to provide Millwrights adequate facilities for the storage of tools.

2. Millwrights shall be allowed a maximum fifteen (15) minute period immediately before the end of the shift in which to pick up tools and shall not leave the job until the end of the shift.

3. Millwrights shall be reimbursed for tools lost as a result of fire or theft by forcible entry, provided a properly priced inventory of Millwrights tools placed in storage is furnished to the Employer when the Millwright is employed. Replacement or reimbursement for tools lost under the conditions herein described, shall be completed no later than ninety (90) days after the Millwright receives their final paycheck.

F. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of the Agreement.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

SECTION 3. The Employer agrees to abide by the Referral Procedures of the Local Union(s), not inconsistent with the terms and conditions of this Agreement, and in accordance with their Master Labor Agreement, hereby incorporated by reference.

SECTION 4. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

G. WORKING RULES

The appropriate Article of the Union Bylaws governing Millwright working rules, amended to comply with National Labor Relations Board requirements, shall be the guiding factor for all Union relations not treated in this Agreement.

Project Labor Agreement for Construction
International Union of Operating Engineers
Local Union No. 12

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

Employees covered by this Agreement may be reclassified by the Employer to any classification covered under this Appendix A provided they are qualified to perform the work of that classification.

1. CLASSIFICATIONS FOR CONSTRUCTION AND DRILLING

GROUP 1
Air Compressor, Pump or Generator Operator
Blade Operator Assistant
Engineer-Oiler and Signalman
Heavy-Duty Repairman Helper
Rail Mounted JLG
Rotary Drill Helper (Rotary and Core)
Steam Cleaner/Pressure Washer
Switchman or Brakeman

GROUP 2
Concrete Mixer Operator, Skid Type
Conveyor Operator and Beltman
Fireman
Generator, Pump or Compressor Operator (2 to 5 Units inclusive; over 5 units, $0.10 per hour for each additional unit up to 10 units; portable units)
Generator, Pump or Compressor Plant Operator
Hydrostatic Pump Motorman (Rotary and Core)
PJU Side Dump Jack
Screening and Conveyor Machine Operator (or similar type)
Skiploader, Wheeltype, Ford, Ferguson, Jeep or similar type, 3/4 yard or less (without drag type attachments)
Temporary Heating Plant Operator

GROUP 3
A-Frame or Winch Truck Operator
Bobcat or similar type (Skid Steer)
Derrickman (Rotary and Core)
Dinky Locomotive or Tunnel Motor Operator
Elevator Hoist Operator
Equipment Greaser
Ford, Ferguson or similar type (with drag-type attachments)

Hydra-Hammer or similar type equipment
Material Hoist/Outside Manlift Operator
Power Concrete Curing Machine
Power Concrete Saw Operator (or similar type)
Power-Driven Jumbo Form Setter Operator
Rodman and Chainman
Ross Carrier Operator
Self-Climbing Scaffold (or similar type)
Self-Propelled Tar Pipelining Machine Operator
Stationary Pipe Wrapping and Cleaning Machine Operator
Steam and Water Plant Operator
Towblade Operator

GROUP 4
Asphalt Plant Fireman
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixer Box Operator (concrete or asphalt plant)
Fishing Tool Engineer
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Instrumentman
Locomotive Engineer
Machinist
Micro Tunneling (above ground tunnel)
Mini Excavator - Caterpillar 305E2 (or similar type)
Mud Plant Operator
Power Sweeper Operator
Roller Operator, Compacting
Screed Operator
Seeder
Trenching Machine Operator (up to 6-foot depth capacity, manufacturer's rating)
Vacuum Truck

GROUP 5
Asphalt or Concrete Spreading Mechanical Tamping or Finishing Machine
Operator – roller (all types and sizes), soil cement asphalt-finish
Asphalt Plant Engineer
Deck Engine Operator
Grade Checker
Pavement-Breaker Operator
Pneumatic Heading Shield - Tunnel
Road Oil Mixing Machine Operator
Forklift, under five (5) tons
Rubber-Tired, Heavy-Duty Equipment Operator - Oshkosh, DW, Euclid, Le Tourneau, La Plant-Choate, or similar type equipment, with any type attachments
Skiploader, Wheeltype, over 3/4 yards, up to and including 11/2 yards
Slip Form Pump Operator (power-driven hydraulic lifting device for concrete forms)
Tractor Operator - drag-type shovel, bulldozer, tamper, scraper, and push tractor

GROUP 6
Batch Plant Operator
Bulk Plant Operator
Concrete Mixer Operator - Paving

Concrete Mobile Mixer Operator
Concrete Pump or Pumpcrete Gun Operator
Crushing Plant Engineer
Dandy Digger
Driller (Rotary and Core)
Elevating Grade Operator
Forklift Operator - over five (5) tons
Grade-All Operator
Highline Cable way Operator
Hoist Operator (Chicago Boom and Mine)
Jumbo Pipe Carrier
Kolman Belt Loader and similar type
Lift Slab Machine Operator
Loader Operator - Athey, Euclid, Hancock, Sierra or similar type
Machinist Operator/CNC Programmer Combo
Micro Tunnel System (below ground)
Motor Patrol Operator (any type or size)
Ozzie Padder (or similar type)
Pneumatic Concrete Placing Machine Operator – Hackley Presswell or similar type
Pneumatic Pipe Ramming Tool (and similar types)
Rotomill Operator
Sewer Plant Operator
Shovel, Backhoe, Dragline, Clamshell, Derrick, Derrick Barge, Crane, Pile Driver and Mucking Machine Operator
Shuttle Buggy
Skiploader - Wheeltype, over 11/2 yards
Surface Heater and Planer Operator
Tractor Loader Operator - Crawler type - all types and sizes
Tractor Operator, with boom attachments
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6-foot depth capacity, manufacturer's rating) Tunnel Boring Machine Operator
Water Pull (Compaction)
Water Well Driller

GROUP 7

Light Duty Repairman
Heavy Duty Repairman
Heavy Duty Welder
Party Chief

GROUP 8
Excavator/Trackhoe or similar

GROUP 9
Combination Heavy Duty Repairman and Welder
Crane Oiler
Rubber-Tired, any Tandem, Multiple Engine
Earth Moving Equipment Operator

2. **APPRENTICES**

Each Employer who employs over five (5) Operating Engineers on any one (1) job or project covered by this Agreement or, if there are not over five (5) Operating Engineers on

any one (1) job or project, who employs eleven (11) Operating Engineers on all Company jobs or projects covered by this Agreement, will make every effort to have a minimum of one (1) apprentice in their employ, if available. Thereafter, they will make an effort to include an additional apprentice for each six (6) Operating Engineers employed after the first six (6) on any job or project covered by this Agreement or in each twelve (12) Operating Engineers employed after the first fifteen (15) on all Company jobs or projects covered by this Agreement. Preferred workmen and non-working Foremen will not be considered in determining the number of Operating Engineers employed for the purposes of this section.

Apprentices shall be paid the following percentages for classifications of work in which they are engaged:

a. Applicable to Heavy Duty Repairperson, Equipment Operator, including Excavating, Grading and Paving Equipment Operator, and Rotary or Core Drill Helper Operator:

0-1000 hours --- Step I	60% of Group 5 rate
1001-2000 hours - Step II	65% of Group 5 rate
2001-3000 hours - Step III	70% of Group 5 rate
3001-4000 hours - Step IV	75% of Group 5 rate
4001-5000 hours - Step V	80% of Group 5 rate
5001-6000 hours - Step VI	90% of Group 5 rate

b. Applicable to Machinist Operator and Surveyor:

0-1000 hours - --Step I	60% of Group 5 rate
1001-2000 hours - Step II	65% of Group 5 rate
2001-3000 hours - Step III	70% of Group 5 rate
3001-4000 hours - Step IV	75% of Group 5 rate
4001-5000 hours - Step V	80% of Group 5 rate
5001-6000 hours - Step VI	85% of Group 5 rate
6001-7000 hours - Step VII	90% of Group 5 rate
7001-8000 hours - Step VIII	95% of Group 5 rate

It is understood that the apprentices will still be required to have 6,000 or 8,000 work hours during the program in order to graduate from the program as applicable.

c. When an apprentice is used in lieu of the Operator or Oiler of equipment carrying a special equipment premium, as specified in the Special Equipment Premiums provision of this Appendix A, the apprentice shall be paid said premium in addition to the rate specified above:

When an apprentice is used in lieu of an operator on multiple engine, tandem, rubber tired, earth moving equipment, they shall receive, in addition to their regular rate, a premium of one dollar ($1.00) per hour.

Heavy Duty Repairman apprentices will receive a tool allowance premium of twenty-five ($0.25) per hour premium.

Combination Heavy Duty Repairman/Welder apprentices will receive fifty cents ($0.50) per hour premium.

3. **MONETARY INCREASES**

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 MSTS at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies. Wage rates negotiated will be effective October 1, 2025, and will increase each year until the 1st day of October 2028. The Union will give written notice to the Employer of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2028.

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 October 1st of any subsequent year, Section 1 and Section 2 of the No Strike Or No 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.

4. **ZONE PAY**

a. An employee's rate of zone pay is determined by the employee's reporting point:

i. Zone A (Las Vegas): Employees reporting to Las Vegas and the surrounding vicinity will receive no zone pay. No zone pay is paid to employees that report to work at the North Las Vegas Facility (NLV) or the Remote Sensing Laboratory (RSL).

ii. Zone B (Forward Areas): Employees reporting to the NNSS will be paid zone pay in an amount equal to four dollars and fifty cents ($4.50) per hour worked. Zone pay will be paid for all hours worked within that zone.

iii. Zone C (NTTR): Employees reporting to the Nevada Test and Training Range will be paid zone pay in an amount equal to four dollars and fifty cents ($4.50) per hour worked. Zone pay will be paid for all hours worked within that zone.

b. 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.

c. Zone pay is included in an employee's regular rate for purposes of determining the appropriate overtime rate under the Fair Labor Standards Act (FLSA).

d. The zone pay listed in the sections above shall be paid in lieu of the zone pay in Article 24, Zone Pay, listed in the main Project Labor Agreement.

5. **DEPLOYABLE AUTHORIZATION PROGRAM (DAP) TEAM**

a. It is understood by the parties to this Agreement that individual employees covered by this Agreement may volunteer to participate as a member of the Employer's DAP Team or similar programs (Special Programs) (Nuclear Incident Response).

Further, it is understood that the Employer shall have the right to limit the number of employees covered by this Agreement who volunteer for participation in Special Programs and that such participation in Special Programs must be pre-approved by the Employer.

b. An employee who participates as a volunteer shall be covered by the terms of this Agreement during the term of his participation in any activity associated with the DAP or Special Programs (Nuclear Incident Response).

B. CLASSIFICATIONS, WAGE RATES AND WORKING CONDITIONS FOR FIELD INSPECTORS

The work covered by Inspectors covered by this Agreement shall be the work defined in the "Nevada Test Site Inspector/Technician Work" Memorandum of Understanding dated February 26, 1992, hereby incorporated into this Agreement by reference.

1. CLASSIFICATIONS

Field Inspector
Journeyman
Step 1 (First six months)
Step 2 (Second six months)
Step 3 (Third six month) (Also Apprentice Base Rate)

NDT Inspector
Journeyman
Step 1
Step 2
Step 3 (Also Apprentice Base Rate)

2. APPRENTICE BASE RATES

Base Rates (Field Inspection, and NDT Inspection)

0-1000	Hours - Step 1	60% Base Rate
1001-2000	Hours - Step 2	65% Base Rate
2001-3000	Hours - Step 3	70% Base Rate
3001-4000	Hours - Step 4	75% Base Rate
4001-5000	Hours - Step 5	80% Base Rate
5001-6000	Hours - Step 6	90% Base Rate

a. **SUPPORTING OPERATIONS**

When Employees covered by this Agreement require assistance, other Employees covered by this Agreement shall provide that assistance on the following basis: An Inspector shall assist an Inspector, a Non-Destructive Inspector shall assist a Non-Destructive Inspector.

3. **CLASSIFICATIONS NOT IDENTIFIED**

In the event there is a requirement for a classification for a job subject to the Union Recognition Article, 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.

C. FRINGE BENEFITS/CONTRIBUTIONS

1. **HEALTH AND WELFARE**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Operating Engineers Health and Welfare Trust Fund.

2. **PENSION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Operating Engineers Pension Trust Fund.

3. **DEFINED CONTRIBUTION PLAN (ANNUITY)**

The Employer shall contribute per hour for all hours worked or paid to the Employees covered by this Agreement to the Operating Engineers Defined Contribution Trust.

4. **VACATION-HOLIDAY**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to Operating Engineers Vacation-Holiday Trust Fund.

5. **JOURNEYMAN AND APPRENTICESHIP TRAINING FUNDS**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Operating Engineers Apprenticeship Trust Fund/Southern Nevada Operating Engineers Journeyman Retraining Trust.

CI. SUPPLEMENTAL DUES

The Employer and the Union agree that each Employee may give written authorization to the Board of Trustees of the Southern Nevada Operating Engineers Vacation and Holiday Savings Trust to pay to the Union from funds held by the Trustees on their behalf, an amount agreed upon between the Employee and the Union for each hour of their employment (hours worked or paid) in each payroll as supplemental dues owed by the Employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from all cost, expenses and fees of the Board of Trustees incidental to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

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

The Employer shall not be liable for any claims which may arise by virtue of this provision.

This provision shall not affect the obligation of the Employer to pay the full amount of contributions to the Southern Nevada Operating Engineers Vacation and Holiday Savings Trust as specified elsewhere in this Agreement.

E. GENERAL MEMBERSHIP MEETINGS

The first Saturday following the first Friday in the months of June and December shall be considered non-workday holidays for Employees covered by this Agreement.

Any time worked on these Saturdays shall be paid at the triple time (3x) rate of pay.

F. FOREMEN/AND GENERAL FOREMEN

1. FOREMAN DIFFERENTIALS

The Operating Engineer Foreman shall be paid ten percent (10%) per hour over the hourly rate of the highest Operating Engineer's classification under their direction.

The Operating Engineer General Foreman shall be paid ten percent (10%) per hour over the hourly rate of the highest Foreman under their supervision.

The Foremen and/or General Foremen differential will be paid in addition to equipment premiums.

2. FOREMAN ASSIGNMENTS

Whenever there are more than two (2) Journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees at which time they will become a non-working Foreman. A Foreman shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foreman shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, and safety conditions.

In the event more than two (2) Foremen are employed and a third Foreman is required, one of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen, and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require

direction other than the normal procedures set forth herein, on a limited basis.

G. PREMIUMS

1. HIGH TIME/HAZARD PREMIUM

a. A height differential of one-dollar ($1.00) per hour will be paid for Employees when actually engaged in work more than thirty (30) feet from the ground on a bosun chair, swing scaffold, safety belt, or similar equipment.

b. Hazard premium (high time), as set forth above, shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings or other guards effectively eliminates the hazard of a free fall.

c. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

d. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

e. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

2. RESPIRATOR PREMIUM

When Employees are engaged with hazardous work, Hazmat Areas, and required to wear full protective clothing (coveralls, bootees, gloves, cap, etc.) or a respirator requiring a fit card, they shall receive a premium of one dollar ($1.00) above their regular rate of pay for a minimum of a half shift or maximum of a full shift, based on half shift wear.

H. SPECIAL EQUIPMENT PREMIUMS

a. CRANE OPERATORS

Operators on equipment with booms of eighty (80) to one hundred (100) feet, including jib and pile driving rigs with hammer leads of eighty (80) to one hundred (100) feet, shall receive fifty cents ($0.50) per hour premium pay additional to the regular rate of pay. Thereafter, they shall receive an additional fifty cents ($0.50) per hour premium pay additional to the regular rate of pay for each additional twenty (20) feet of boom, including jib.

b. OILERS

Oilers on equipment with booms of eighty (80) to one hundred (100) feet, including jib and pile driving rigs with hammer leads of eighty (80) to one hundred (100) feet, shall receive twenty cents ($0.20) per hour premium pay additional to the regular rate of pay. Thereafter

they shall receive an additional twenty cents ($0.20) per hour premium pay additional to the regular rate of pay for each additional twenty (20) feet of boom, including jib.

c. **TOWER CRANE EQUIPMENT**

It is agreed that two (2) or more Engineer-Operators will constitute a complete operating crew on all tower crane equipment (American Peeco, Bucyrus Erie, Mayco-Weitz, Linden and similar types), and they shall receive forty-five cents ($0.45) per hour premium pay in addition to the applicable Equipment Operator's rate of pay. (Long boom premiums shall not apply to this equipment.)

d. **CRANES**

A special equipment premium of fifty cents ($0.50) per hour shall be paid for the operation of cranes of 100-ton or greater capacity.

e. **HOISTING EQUIPMENT**

Operators on all hoisting equipment with three (3) drums or more shall receive fifty cents ($0.50) per hour premium pay additional to the regular rate of pay.

f. **GUNITE WORK**

Combination Mixer and Compressor Operators on gunite work shall be classified as Concrete Mobile Mixer Operators.

g. **SIGNALMAN**

The necessity for the use of an Employee as a Signalman shall be determined by the Employer. When used, they shall be an Engineer-Oiler, as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work) directly to the Operator of hoisting equipment only.

h. **RIGGERS**

Same wage scale as the craft to which rigging is incidental.

i. **WELDERS**

Same wage scale as the craft to which welding is incidental.

j. Operators operating equipment which require special equipment premiums will receive the premium pay for the entire shift including overtime. The additional pay shall be added to the regular rate.

I. EQUIPMENT OWNER

When a piece of equipment is driven or operated by its owner and used on work covered by this Agreement, the Owner-Operator of said piece of equipment shall be bound by the provisions of this Agreement.

J. TOOLS

SECTION 1. Heavy Duty Repairmen, Combination Heavy Duty Repairmen and/or Welders shall furnish their own tools.

SECTION 2. The following tools, when needed, shall be furnished by the Employer:

a. Wrenches over two (2) inches
b. Socket wrenches over ¾ inch drive and above
c. All specialty tools

SECTION 3. The Employer shall provide a secure place for the storage of a Light Duty Repairman and/or Heavy Duty Repairman's tools. If all or any part of a Light Duty Repairman and/or Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry, while in the secure place designated by the Employer, the Employer shall reimburse such Light Duty Repairman or Heavy Duty Repairman for any such loss from a minimum of fifty dollars ($50) to a maximum ten thousand dollars ($10,000).

Upon the first day of employment, the Employee shall furnish the Employer an accurate inventory list of furnished tools which is to be verified by the Employer.

K. SPECIAL WORKING RULES AND CONDITIONS FOR FIELD SURVEY WORK

SECTION 1. The following special working rules shall apply only to Employees regularly employed in field survey work when the Employer is required by contracting authority to furnish its own field survey work, or when the Employer hires Employees to perform field survey work:

1. In connection with the establishment of control points governing construction operations.

2. On all types of heavy, highway and engineering construction.

SECTION 2. The use of survey instruments by the following will be considered work outside the scope of this Agreement:

1. On occasion, the superintendent or office engineer may check the work of the Survey Crew.

SECTION 3. In addition to all other Articles of this Agreement, the following special working rules shall apply:

1. There shall be a Party Chief as a member of each field survey crew, who shall receive two dollars ($2.00) above the Employees of field survey crew. When the Party Chief is in charge of one or more Party Chiefs, they shall be classified as a Chief of Parties and shall receive two dollars ($2.00) above the classification of Party Chief.

2. A Party Chief shall be qualified by training and experience to do the following work and will be employed to perform the following functions:

   a. Determine the exact location and measurements of points, elevations,

lines, areas and contours on the earth's surface for the purpose of securing data for construction, map making land elevation, mining or other purposes, which includes all Global Positioning Systems equipment.

b. Determine the information needed to conduct a survey from notes, maps, deeds or other records.

c. Keep accurate notes, records, and sketches of work performed or data secured.

d. Verify by calculation the accuracy of survey data secured.

3. Employees performing Global Position System, hydrographic work, or any work in tunnels or shafts during any one shift shall receive fifty cents ($0.50) per hour premium pay above the regular rate of pay for the classification of work in which they are engaged.

4. When required to report at the Employer's office before going to work and after work, Employees' time will start and end at the Employer's office.

5. The Employer shall furnish all transits, levels, level rods, chains, tapes, hand levels or similar equipment for the Employees. Employees shall be held responsible for the tools or equipment furnished by the Employer.

L. CREWS

SECTION 1. It is agreed that an Engineer-Operator and Engineer-Oiler or Fireman shall constitute an operating crew and shall be so identified on the following equipment at all times: power shovels, draglines, clamshells, backhoes, all cranes (excluding tower cranes); mucking machines over 1/4-yard capacity, trenching machines (except Ford, Ferguson, Jeeps and similar types), pile drivers, derrick barges, Sierra and Euclid loaders and similar types, and paving mixers. The Engineer-Oiler or Fireman shall be under the direct supervision of the Engineer-Operator.

A Crane Oiler shall not be required on wheel-type rough terrain cranes (center mount) up to 30 tons M.R.C., used for hook work only, and on those Wheel type cranes which are factory manufactured to be both driven and operated by the same set of controls and from the same seat of less than 15 tons M.R.C.

The above equipment shall not exceed three (3) axles.

When rubber-tired, boom-type, excavating equipment with a 3/4-yard bucket or less, and rated at less than 15 tons M.R.C., is used, an Engineer-Oiler shall not be required. When the above-named crew requires assistance, another Employee or Employees covered by this Agreement shall be used.

At the option of the Employer, any cranes, shovels, draglines, backhoes, and clamshells, which require an Operator and Oiler, may be manned by two Operators.

SECTION 2. Crews on jobsite asphalt plants shall consist of a Plant Engineer, Mixer man, Fireman and Oiler.

SECTION 3. Crews on a central mix concrete plant or a crushing and screening plant shall consist of a Plant Engineer or Mixer man and Oiler.

SECTION 4. When an Operating Engineer requires assistance in the operation and/or repair of equipment or machinery, another Employee or Employees, covered by this Agreement shall be used.

SECTION 5. **AIR COMPRESSORS AND GENERATORS**

1. **AIR COMPRESSORS**

a. **DRILLING OPERATIONS**

When the Employer uses a single unit or combination of units, gasoline or diesel-driven (excluding rig air), exceeding 900 C.F.M. on a job, an Operating Engineer shall be employed.

b. **CONSTRUCTION OR MINING OPERATIONS**

When the Employer uses any single unit or combination of units, gasoline or diesel-driven, exceeding 600 C.F.M., on a job, an Operating Engineer shall be employed.

2. **GENERATORS**

When the Employer uses a generator on their job of 600 kw or greater, an Operating Engineer shall be employed. This does not apply to a combination of similar units, such as 10, 20, 30, 45 kw, etc., or power plant operations.

M. SPECIAL OVERTIME RULES

SECTION 1. Employees shall receive not less than one-half (1/2) hour of pay at the appropriate overtime rate for firing up and/or starting and oiling and/or greasing equipment or machinery when performed before or after the regular shift.

SECTION 2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the Employee assigned to such equipment during the regular shift shall work the overtime except in case of emergency and except in cases involving two (2) hours' work or less on Saturdays, Sundays or holidays.

SECTION 3. **OPTION TO WORK OVERTIME**

When work is performed before or after a shift on Saturdays, Sundays or holidays, the Employee assigned (either as an individual or as a part of a crew) during the regular shift shall have the option to work the overtime.

Where feasible, field repair overtime shall be distributed equitably among the Employees performing this work.

N. SAFETY PROVISIONS

SECTION 1. It is recognized that in a drilling operation of this kind, the Government, Employer, and Union have a mutual interest in the rules regarding first aid, safety, health and protective devices governing the performance of this work under this Contract.

SECTION 2. The Employer is required to provide adequate safety equipment and will take necessary safety precautions in the performance of the work. The safety precautions referred to above, as in the past, shall be based on, but are not necessarily limited to, the following: federal laws, DOE requirements, and normally accepted practices in the drilling industry regarding safety.

SECTION 3. The Employees covered by the terms of this Agreement shall, at all times while in the employ of the Employer, be bound by the safety rules and regulations as established by governmental agencies and the Employer. These rules and regulations are to be available to the Employees.

SECTION 4. The Union will be advised by the Employer of any new safety rules and regulations prior to their being placed into effect by the Employer. At the request of the Union, a meeting will be held to discuss such safety rules or regulations as soon after the request as possible.

SECTION 5. It is recognized Employees may be required to work in contaminated areas and, when required to do so, these Employees may receive radiation exposures which will prohibit them from continuing to work in a radex (radiation exposure) area for a period of time because of certain governing restrictions imposed by the DOE.

In the event an Employee is removed from their work assignment due to exposure to radiation, they will not be terminated for this reason, but will be transferred to another job at a comparable hourly rate and will remain in such employment until:

a) It is determined by competent authority under DOE regulations that they can return to their previous assignment, or

b) Both the work of their previous assignment and current assignment have been completed and their termination is due to lack of work and not radiation exposure.

Time spent at the direction of the Employer by any Employee for showers, examinations, etc., due to radiation exposure shall be paid for at the appropriate rate.

O. WARRANTY WORK

SECTION 1. Repairs necessitated by defects of material, workmanship, or adjustment of new equipment or machinery covered by a manufacturers or dealers written guarantee and/or warranty may be performed on the jobsite by Employees of the manufacturer, or its dealer, for a period not to exceed one hundred and twenty (120) calendar days from the date of physical delivery of the equipment to the Employer.

SECTION 2. On remanufactured or restored equipment, a dealers written guarantee and/or warranty shall cover such repairs by the dealers Employees on the jobsite for a period of thirty (30) calendar days from the date of actual delivery of the equipment to the Employer.

SECTION 3. After said one hundred and twenty (120) calendar day period for new equipment and after said thirty (30) calendar day period for remanufactured or restored equipment, all such repairs and/or servicing of said equipment at the jobsite shall be performed by Employees covered by this Agreement or by Employees of Employers having an appropriate agreement with the International Union of Operating Engineers, Local Union No. 12.

SECTION 4. The terms equipment and machinery mean a complete unit, such as shovel, tractor

dozer, scraper or compressor and include component assemblies, such as motors, etc.

P. HIRING/REFERRAL PROCEDURES

SECTION 1. The Union agrees it will operate the hiring procedures set forth in this Article in a manner which shall be nondiscriminatory as to sex, race, creed, color, national origin, age, handicap, veteran status, and membership or non-membership in any labor organization and in strict compliance with all federal laws and the laws of the State of Nevada.

SECTION 2. In the employment of workmen for the work covered by this Agreement, the following provisions, subject to the conditions of Article 9, Union Recognition, shall govern.

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

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

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

3. The Employer shall first call the dispatching office for such men as it may from time to time need, and the dispatching office shall immediately furnish to the Employer the required number of qualified and competent workmen of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article.

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

4. The selection of workmen for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

   The dispatching office will furnish, in accordance with the request of the Employer, each such qualified and competent workman from among those entered on said lists to the Employer by use of a written referral in the following order of preference:

   GROUP A

   Workmen who as Employees have performed work covered by this Agreement and who have registered and have been available for work as Employees at least two and one-half (2-1/2) years cumulatively within the

five (5) years immediately preceding registration at the dispatch office in the territorial jurisdiction of the Union and who are available for employment shall attain Group "A" status and may be requested by name and confirmed in writing by the Contractor no later than forty-eight (48) hours after the workmen report for work. There shall be no job hustling.

GROUP B

Workmen who have lost their preference as Group "A" workmen, or who have performed work of the type covered by this Agreement under a Collective Bargaining Agreement of the International Union of Operating Engineers, shall register in Group "B".

GROUP C

Group "C" workmen are those whose names are entered on said list and who are available for employment but fail to qualify for Group "A" or Group "B". Such workmen shall have their names entered on the Group "C" list.

5. Workmen who have completed the apprenticeship training program established under this Agreement shall obtain Group "A" status.

6. Workmen shall obtain Group "A" status after two and one-half (2-1/2) years' registration and availability as specified under Group "A" above.

7. All Officers and Business Representatives of the Union who have had experience in any one (1) or more of the classifications of work contained in this Agreement, and all Employees above the rank of craft Foreman or General Foreman employed by the Employer in the area covered by this Agreement, who have previously had work experience in one (1) or more of the classifications contained in this Agreement, shall be deemed to be employed at the trade; and it is the intent of this Section to provide that, upon return to the employment of the Employer as an Employee of the trade, they shall do so with the same preference as if they had continually worked for the Employer.

SECTION 3. Subject to the foregoing, the individual Employer, shall be the judge as to the competency of all Employees and applicants for employment. The Employer may reject any job applicant referred by the Union. All Employees must perform their work to the satisfaction of the Employer. All workmen shall be employed in accordance with the provisions of this Agreement. No Employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of their duties.

SECTION 4. The Union will maintain a District dispatching office in Las Vegas, Nevada, to provide service to the Employer. The Union shall have its dispatch office open from 8:00 am to 4:30 pm.

Reasonable advance notice (but not later than twenty [20] hours prior to the required reporting time) will be given by the Employer to the dispatch office upon ordering such workmen, and, in the event forty-eight (48) hours after such notice the dispatch office does not furnish such workmen, the Employer may procure workmen from any other source or sources. In the event the Employer shall exercise this option, the Employer will immediately report to the dispatch office each such workman by name.

SECTION 5. All the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency, in connection with the carrying out of the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, the parties will act severally and not jointly in such matters, and will, in so acting, not be subject to the control of any of the other parties.

Q. UNION SECURITY

SECTION 1. To the full extent permitted by law, every person performing work covered by this Agreement, who is a member of the Union and in the employment of the Employer on work covered by this Agreement on the effective date of this Agreement, shall, as a condition of employment or continued employment, remain a member in good standing of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of, and to maintain membership in good standing in the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) continuous or accumulative days of employment on such work with the Employer following the beginning of such employment, or the effective date of the Agreement, whichever is later. Membership in the Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

SECTION 2. The Employer shall not be required to discharge any Employee pursuant to this Section until a written request from the Local Union for such action, stating all pertinent facts showing the noncompliance, shall have been served upon the Employer or its agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the Employer shall not interrupt or interfere with the progress of the work.

SECTION 3. No Employee shall be discharged or discriminated against for activity in, or representation of, the Union or any Local Union. The Union shall be the sole judge of the qualifications to join or maintain membership in the Local Union.

SECTION 4. The individual Employer shall be the sole judge of the qualifications of all its Employees and may, discharge for just cause, all discharges shall be subject to the Grievance and Arbitration Procedure.

Project Labor Agreement for Construction
International Union of Painters and Allied Trades
District Council 16, on behalf of, Painters, Drywall Finishers, and Paperhangers Local 159; Floor Covers Local 1512; Glaziers Local 2001

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS

GROUP 1
Brush (any surface) and Roller Painter

GROUP 2
Spray Painter, Specialty Applications
Sandblaster, Pot Tender, Nozzleman
Tapers and Flusher and Detailing
Paper Hanger, Sign Painting

GROUP 3
Floor coverers, Carpet, Linoleum, Resilient Tile Workers
Spray Painter (Structural Steel, or when working from rigging, swing stag or boatswain chair)
Steeple-Jack Painting
Glazier

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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.

The Union shall have the right of distributing hourly monetary package and increases or any portion of the monetary package to wages or a legally establishing fringe benefit / contribution fund. 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 action or distributing funds from the monetary wage and benefit package. It shall be understood that the Union shall give written notice to the Employer at least forty-five (45) days in advance of the proposed effective date of the allocation or reallocation of such monies.

1. HEALTH AND WELFARE

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Painters Health and Welfare Trust Fund.

2. PENSION

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Painters Pension Trust Fund.

3. VACATION SAVINGS

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Vacation Savings Trust Fund.

4. APPRENTICESHIP TRAINING

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Joint Apprenticeship Trust Fund.

5. ANNUITY

The parties agree that the Union may establish a Joint Annuity Trust Fund any time during the term of this Agreement. The Union shall notify MSTS of such fund at least thirty (30) days prior to the effective date of any allocations to the fund.

D. APPRENTICES

A graduated wage scale for apprentices shall be paid in accordance with the standards developed by the Northern California and Nevada Finishing Trades Institute and approved by the Nevada State Apprentice Council per craft.

E. PREMIUMS

1. HIGH TIME/HAZARD PREMIUM

SECTION 1. Work over forty (40) feet in height shall be paid at the rate of one dollar ($1.00) per hour above the base classification. All work under forty (40) feet involving swing stage or boatswain chair will carry stage rate or classification.

SECTION 2. Hazard premium shall be paid to Employees only where there is an actual

exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

2. **RESPIRATOR PREMIUM**

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

3. **UNDERGROUND PREMIUM**

Employees required to perform work underground in tunnels or shafts shall receive fifty cents ($0.50) per hour above their straight-time rate of pay for the full shift.

4. **STRUCTURAL STEEL**

On erected structural steel, as defined below, the Steel Painter classification and rate set forth above will be used from the ground up in lieu of the Brush Painter classification. If the steel involved is to be sprayed, a spray premium of thirty-five cents ($0.35) per hour will be paid over and above the rate set forth for the Steel Painter.

On erected structural steel as defined below, the Sandblaster Steel classification and rate set forth above and the Buffing Steel classification and rate set forth above will be used in lieu of the Sandblaster and Buffing classifications and rates, respectively.

DEFINITION

Structural steel shall be defined in accordance with the Steel Construction Manual of the American Institute of Steel Construction. In further clarification, service stations, as such, are not classified as structural steel. Also, upright or horizontal storage tanks set in concrete or similar base, such as tanks used by oil company bulk plants, will not be considered structural steel. However, all tanks mounted on structural steel supports, such as typical water towers of all designs, shall be considered structural steel.
Nothing contained herein shall in any way be construed to modify the application or interpretation of the provisions of Hazard Premium Pay set forth above.

F. FOREMEN AND GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL**

Any Employee designated by the Employer as a Foreman or General Foreman shall be paid a differential of ten percent (10%) and twenty percent (20%) per hour, respectively, above the Journeyman's base rate of pay.

2. **FOREMAN ASSIGNMENTS**

Whenever there are more than two (2) Journeymen employed, one (1) must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event there are six (6) or members of the bargaining employed, then one (1) Foreman shall be assigned as General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

G. TOOLS AND WORKING CONDITIONS

1. TOOLS

Workmen shall report to work with the usual tools of the trade consisting of duster, putty knife, broad knife, hammer, and screwdriver. A requirement of the bylaws and working rules is that all Journeymen and apprentices shall furnish and wear clean, white overalls or pants, such uniforms to be changed at least once a week.

2. Paperhangers may supply a straight edge and the usual paperhanger's hand tools, with the Employer supplying all other tools and equipment. The Employer will furnish the necessary tables or boards including such tools as rollers for pastes and adhesives, razor blades, towels, sponges, or other materials to properly clean wallpaper, wall coverings for a finished job.

3. CLEANUP TIME

Employees working under the classification of Spray Painter, Buffing or Taping shall receive five (5) minutes of personal clean-up time prior to their lunch break.

4. SANDBLASTING

All sandblasting and preparatory work to painting coming within the jurisdiction of the Union shall be performed by Employee(s) covered by this Agreement. It is agreed that there shall at no time be less than two (2) Employees covered by this Agreement to each sandblast machine in operation.

5. SPRAY REGULATIONS

It is recognized that the regulations and control of the use of the spray machine are deemed to be a lawful labor objective on the part of the signatory Union and that the application of such controls must, of necessity, not be merely on a unilateral basis, but moreover, have the effect and purpose of gaining compliance from all signatory parties concerned to the end that both the Union and Employer be at all times aware of the hazards and the injurious effects involved, and that the parties at all times observe and maintain proper and legal safeguards, and reasonable devices be utilized to minimize the danger and hazard to the man involved. White lead, red lead, zinc chromate or any other materials which may be proved to be injurious to the health of the Employees will not be allowed to be sprayed

under any conditions.

Zinc chromate, under spray regulations, is clarified as follows: When zinc chromate or red lead is a synthetic product, it may be sprayed. When the above materials are of natural oil base, or other base, then it must be brushed.

H. REIMBURSEMENT OF EXPENSES

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

   a. Thirty dollars ($30.00) for travel for the first day of employment

   b. Thirty dollars ($30.00) for travel for the last day of employment

2. 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.

I. CHECKOFF OF UNION DUES

Every Employer signatory to this Agreement hereby agrees to check-off from the wages of any Employee employed by such Employer during the term of this Agreement, dues in the amount specified in the Union's bylaws and to remit said amount to the Union in the following manner:

a) The Union will notify the Employer in writing of the amount of dues specified in the bylaws, and will submit to the Employer a copy of the bylaws or the applicable bylaw provisions.

   For each payroll period, the Employer will deduct from the wages of each Employee the amount specified in the bylaws based on the number of hours worked during said payroll period, and will accumulate said deductions to the end of the month.

b) On or before the 15th day of each month, the Employer will remit to the Union the entire amount of dues due and owing as to each Employee for the month previous, together with a list of Employees covered hereby and the number of hours worked by each during the applicable period.

When a signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto and the bylaws of that other Union contain a provision for administrative dues or business representatives "assessment", the Employer shall check off from the wages of Employees covered by this Agreement and employed on that job administrative dues or business representative "assessment" in the amount stated in that other Union's bylaws, and shall remit said amount to that other Union. In that event, that other Union shall be acting as agent of the signatory Union for the purpose of policing and administering this Agreement. In performing this check-off, the procedure specified in Section 1(a-c) will be followed, except that it shall be the responsibility of said other Union to notify the Employer in writing of the amount of administrative dues or business representative "assessment" specified in its bylaws, and to submit to the Employer a copy of the bylaws or the applicable bylaw provision. When the signatory Employer performs a job within the jurisdiction of a Union affiliated with the IUPAT other than the Union signatory hereto, and the bylaws of that other Union contain no provision for administrative dues or business representative "assessment", the Employer shall continue to be bound by Section 1.

J. VOLUNTARY SUPPLEMENTAL DUES

The Employer and Union agree that each Employee may give written authorization to the Board of Trustees of the Painters and Allied Trades Vacation Trust Fund to pay to the Union from funds held by the Trustees on their behalf, an amount agreed upon between the Employee and the Union for each hour of their employment (hours worked or paid) in each payroll period, as supplemental dues owed by the Employee to the Union.

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the Employee, signed by the Employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

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

The Employer shall not be liable for any claims which may arise by virtue of this provision.

The provision shall not affect the obligation of the Employer to pay the full amount of contributions to the Painters and Allied Trades Vacation Trust Fund as specified elsewhere in this Agreement.

K. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of the Agreement.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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 shall be the sole and exclusive source of referrals of applicants for employment.

The Employer shall first submit to the Union's dispatching office by email or facsimile, a written request for workmen as they may need and the Union shall furnish to the Employer the required number of applicant(s) for the classification(s) needed and requested by the Employer. The Employer agrees that it will submit in its request specific craft skills, training requirements and other relevant qualifications for applicants.

The Union shall maintain a list of workmen on an open and non-discriminatory basis for registrants desiring employment on all work covered by this Appendix.

The Union shall dispatch requested workmen from the list in the numerical order that they are on the list, based on the skills, training and other qualifications as requested by the Employer with the following exception: The Employer shall have the ability to request workers by name, and/or request workmen who have been previously employed by the Employer, provided that they were

referred by the Union to the Employer. The Employer is not obligated in any way to request former Employee(s) in accordance with this subsection.

SECTION 3. The Employer may recruit applicants from other sources under the following conditions:

a. The Employer has afforded the Union an opportunity to refer three (3) applicants for each vacancy; OR

b. Seventy-two (72) hours, not including Saturdays, Sundays, and holidays, have elapsed from the notification of vacancy and no applicant satisfactory to the Employer has been referred, provided however that the Employer need not wait seventy-two (72) hours if the Union has notified the Employer that no qualifying registrant is available.

c. If the applicants are so hired, the Employer shall ensure that said applicant(s) report to the Union office and the Union shall provide said applicant(s) with a referral to the Employer.

SECTION 4. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

L. ZONE PAY

Zone Pay is included in an employee's regular rate for purposes of determining the appropriate overtime rate under the Fair Labor Standards Act (FLSA).

Project Labor Agreement for Construction
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Local No. 525

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Journeyman Pipefitter
Journeyman Pipefitter/Welder/Inert Gas Welder
Journeyman Plumber
Journeyman CFC Certified Refrigeration Mechanic
Journeyman Lead Burner and Assistant

B. MONETARY INCREASES

The hourly monetary package increases for the first year of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

The Employer shall contribute for each hour worked to the appropriate trust fund listed below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this PLA.

1. Health and Welfare
2. Local Pension
3. National Pension
4. Apprenticeship

Forms required for reporting the proper amount of fringe benefits shall be furnished to the Employer by the Union. Such reports, together with current payments, shall become delinquent on the 17th day of the month following the end of each monthly reporting period.

It is agreed that, if the Employer fails to pay the proper amount of fringe contributions at the proper time, as set forth above, the Union may engage in a work stoppage to enforce the payment of such contributions, providing, however, a notice in writing is given to the Employer of the Union's intention to engage in such work stoppage at least seventy-two (72) hours in advance of such work stoppage. Any such work stoppage, after proper notice, shall not be considered a violation of the No Strikes Or Lockouts Article, of this Agreement.

Employees who lose pay because of such work stoppage shall be paid for all time lost, but not to exceed eight (8) or ten (10) hours' pay for each regularly scheduled work shift missed.

5. Savings Fund

From the wages of each Employee covered by this Agreement, the Employer shall deduct the current sum for each hour worked and pay said amount to an account maintained in the Employee's name with the applicable third party administrator. This amount is not in excess of, but is a part of, the wage scale and shall be paid along with other contributions made to the existing "Lock Box" account.

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

This provision shall apply to a Financial Institution other than named above, provided the Union notifies the Employer of such change, in writing.

Forms required for reporting the proper amount of fringe benefits shall be furnished to the Employer by the Union. Such reports, together with current payments, shall become delinquent on the 17th day of the month following the end of each monthly reporting period.

It is agreed that, if the Employer fails to pay the proper amount of fringe contributions at the proper time, as set forth above, the Union may engage in a work stoppage to enforce the payment of such contributions, providing, however, a notice in writing is given to the Employer of the Union's intention to engage in such work stoppage at least seventy-two (72) hours in advance of such work stoppage. Any such work stoppage, after proper notice, shall not be considered a violation of the No Strikes Or Lockouts Article, of this Agreement.

Employees who lose pay because of such work stoppage shall be paid for all time lost, but not to exceed eight (8) or ten (10) hours' pay for each regularly scheduled work shift missed.

D. APPRENTICES

1. WAGE RATES

Wage rates for apprentices shall be the percentage of the Journeyman's rate set forth below:

First six (6) months	60%
Second six (6) months	65%
Third six (6) months	70%
Fourth six (6) months	75%

Fifth six (6) months	80%
Sixth six (6) months	85%
Seventh six (6) months	90%
Eighth six (6) months	95%
Ninth six (6) months	95%
Tenth six (6) months	95%

2. **EMPLOYMENT CONDITIONS**

The apprentices employed by the Employer shall be under the supervision of the Las Vegas Joint Apprenticeship Committee. All matters pertaining to apprentices shall be referred to the Joint Apprenticeship Committee, and the Committee's decision shall be binding upon the parties. The Apprenticeship Committee shall be empowered to appoint committees, instructors and teachers necessary for the apprentices' education. It shall be further authorized to administer the Trust Fund Agreement and function as trustees under such Agreement.

Apprentices must, at all times during working hours, be under the direct supervision of a Journeyman, and at no time shall more than one (1) apprentice work with one (1) Journeyman. All orders or directions to apprentices shall be given only through a Journeyman.

Employers regularly employing at least one (1) Journeyman shall be allowed an apprentice; additional apprentices may be assigned at a ratio of one (1) apprentice for each five (5) Journeymen. The parties agree the training of capable people in the craft is well accomplished through the Apprenticeship Training Program, and all parties to this Agreement share equally in this responsibility in accordance with the above ration. It is, therefore, necessary the parties agree that, based on the availability and number of apprentices, the Employer participate in this program by hiring apprentices and meeting the requirement of their training as directed by the Joint Apprenticeship Committee.

It is further agreed the Union may automatically dispatch apprentices, as they are available, to Employers not in compliance with this ratio; conditioned, however, on the fact the Union may not enforce this provision against the undersigned Employer to any greater extent than the level of enforcement by the Union against all other contractors signatory to an agreement with the undersigned Union.

In the event of such an automatic referral, such referral shall include minority and/or female apprentices to the extent necessary for the Employer to maintain and/or help achieve its affirmative action goals and objectives in existence at that time. In no event may such referral worsen the Employer's position regarding achievement of its affirmative action goals and objectives.

In the recruitment, training and employment of apprentices, there shall not be any discrimination because of the race, color, religion, sex, age, veteran status, handicap or national origin of the apprentice or applicant for admission into the Apprenticeship Program.

E. FOREMEN AND GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL**

Employees designated by the Employer as Foreman shall be paid a differential of eleven percent (11%) per hour above the Journeyman's base rate of pay.

Employees designated as General Foreman shall be paid a differential of twenty-two percent (22%) per hour above the Journeyman's base rate of pay.

2. **FOREMEN ASSIGNMENTS**

Whenever there are more than two (2) Journeymen employed, one (1) must be designated as a Foreman who will be allowed to work with their tools.

A Foreman may work with their tools until they supervise six (6) Employees at which time they will become a non-working Foreman.

Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one (1) of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman's position. However, in the absence of the Foreman or in emergency situations, etc., a General Foreman can give direction to the crew.

F. PREMIUMS

1. **HIGH TIME/HAZARD PREMIUM**

SECTION 1. On jobs where Employees are required to work from trusses, scaffolds, frames, ladders, bosun chairs, etc., or on open structures, tower or open pits, etc., where the work platform is at a distance of forty (40) feet or more from the bottom, ground or floor level, they shall be paid, in addition to other earnings, the straight-time hourly wage rate set forth in Section A of this Appendix. Shift differential shall not be included in the hazard premium herein provided.

SECTION 2. Hazard premium (high time) shall be paid to Employees only where there is an actual exposure to hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures, eliminates the hazard of free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

2. **RESPIRATOR PREMIUM**

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of two percent (2%) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

3. **GALVANIZED WELDING PREMIUM**

Employees assigned to cut or weld galvanized pipe or materials shall receive one percent (1%) per hour above their straight-time rate of pay. Blowers shall be provided at all times cutting or welding of galvanized pipe or material is being performed.

4. **UNDERGROUND PREMIUM**

Any employee who performs work underground in tunnels or shafts shall receive a full shift premium of one percent (1%) per hour above their regular straight-time rate of pay.

G. WELDERS' EXAMINATIONS

SECTION 1. If an applicant is required to take a pre-employment welding test at the NNSS and fails the test on the first day of testing, the applicant will be paid for time spent in-processing but will not be paid for time spent in the welding facility.

SECTION 2. If an applicant's pre-employment welding test(s) requires more than one (1) day of testing at the NNSS, the applicant will be paid for all hours spent in-processing and testing regardless of whether the applicant passes or fails the test(s).

SECTION 3. The Employer and the Union shall continue their efforts to obtain approval to utilize the U.A. Welding Certification Program.

H. REIMBURSEMENT OF EXPENSES

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

   a. Thirty dollars ($30.00) for travel for the first day of employment

   b. Thirty dollars ($30.00) for travel for the last day of employment

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

   a. Fifty dollars ($50.00) for travel for the first day of employment

   b. Fifty dollars ($50.00) for travel for the last day of employment

3. Employees who are required to transfer from the NNSS to NTTR or NTTR to NNSS shall receive travel reimbursement of fifty dollars ($50.00) for the first and last day of the job as long as such travel was done on their own time.

4. The reimbursement of expenses provided for in paragraphs 1, 2 and 3 above 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) work days' work for the Employer.

I. WORKING RULES

1. The Employer shall provide a safe, protected space for changing of clothes and storage of tools.

2. No Employee will be permitted to lease, rent, or lend tools, welding equipment, or any means of conveyance.

3. All tools will be furnished to Employees, including goggles, welding gloves, hoods and any special clothing that may be necessary for the performance of their work.

4. When an Employee is required to perform work in any area where he is exposed to acids, caustics or cleaning solvents, the Employer will provide suitable protective clothing.

5. No Employee shall be required to work alone under hazardous conditions. Hazardous conditions shall be deemed to exist when such work is to be performed in hazardous ditches, where torches or welding is to be used in close quarters, or where such work is to be performed with welding and cutting taking place overhead. Such enumeration is not exclusive.

6. No Employee shall be permitted or required to operate a pipe machine from a truck or any other self-propelled conveyance.

J. LOAN OF EMPLOYEES

Employees covered by this Agreement will normally not be loaned from one Employer to another Employer. However, in the event circumstances arise where the loaning of Employees from one Employer to another Employer is prudent, the Employer(s) and the Union may mutually agree to authorize the loaning of Employees on a case-by-case basis.

K. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Plumbers and Pipefitters Local Union No. 525 Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of twenty thousand dollars ($20,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent with delivery confirmation.

Failure to comply with this provision is a violation of this Agreement and the provisions of the No Strikes Or Lockouts Article of this Agreement shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

Upon request, the Union’s third party administrator shall furnish the Employer with a current list

of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Employer of any contractor or subcontractor adjudged delinquent.

L. CHECKOFF FOR WORKING ASSESSMENT

The Employer agrees to the concept of checkoff for working assessment at such time as the Union is ready to implement.

M. HIRING/REFERRAL PROCEDURES

1. EXCLUSIVE HIRING

a) Employers shall hire Journeymen and apprentices by calling the Union. Whenever an Employer requires Employees on any job, they shall notify the Union, either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and number of Employees required.

b) The Union agrees to furnish to the Employer, at all times, qualified Journeymen and apprentices in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the Employer in the manner and under the terms specified in this Agreement.

c) If, upon request, the Union is unable within seventy-two (72) hours from the time of receiving the Employers request (Saturdays, Sundays and holidays excluded), the Employer may secure Employees from any other source. The time requirement of this Section does not apply in the event of a strike.

d) An Employer who is currently in default on wages or fringe benefits shall not be entitled to secure Employees under the procedures of paragraph c above.

2. LENGTH OF SERVICE/REHIRE RIGHTS

a) Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents under the Health and Welfare, Vacation and other benefit plans, which accrue to them by virtue of length of employment with Employer's party to this or preceding PLAs with the Union, and such rights are continued while under employment and remain effective until a certain period of time after layoff or discharge.

b) Rehire rights means the right accruing to Employees, as hereinafter provided in this Agreement, through length of service with contractor's party to this or preceding PLAs with the Union, which will entitle the Plumber, Pipefitter, Refrigeration Fitter or apprentice to a priority or preference of rehire after termination or layoff.

c) Qualified Journeymen Plumbers, Pipefitters, Refrigeration Fitters and apprentices shall be hired and/or rehired in accordance with length of service with contractor's party to this or preceding PLAs with the Union.

3. **REFERRAL**

a) Upon an Employer's request for Employees, the Union shall immediately refer qualified and competent Journeymen to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in the Agreement. Journeymen shall be referred from the appropriate list in the following order of referral:

1. Journeymen shall be referred from List 1 in successive order as their names appear on the out-of-work list, and, when List 1 has been exhausted, Journeymen shall be referred from List 2 in successive order as their names appear on the out-of-work list and when List 2 is exhausted, Journeyman shall be referred from List 3 in the same order.

2. When Journeymen listed on List 3 have met the requirements, they shall be automatically transferred to List 2. When Journeymen listed on List 2 have met the requirements, they shall be automatically transferred to List 1.

b) The above referral procedure shall be followed except that:

1. Employers may request every other Journeyman by name from List 1, without regard to the requested Journeyman's place on the out-of-work list. Reductions in force within thirty (30) days of referral must apply equally to the Journeyman requested by name.

c) In the referral of applicants, the Employer shall be the sole judge of the number of Employees required.

d) The Employer shall retain the right to reject any applicant referred by the Union.

N. LOCAL UNION ELECTIONS

The third Saturday in the month of December shall be considered a non-workday for Employees covered by this Agreement.

Any time worked on this Saturday shall be paid at the triple time (3x) rate of pay.

O. RADIATION EXPOSURE

SECTION 1. It is recognized Employees may be required to work in contaminated areas and, when required to do so, these Employees may receive radiation exposures which will prohibit them from continuing to work in a radex (radiation exposure) area for a period of time because of certain governing restrictions imposed by the DOE.

In the event an Employee is removed from their work assignment due to exposure to radiation, they will not be terminated for this reason, but will be transferred to another job at a comparable hourly rate and will remain in such employment until:

a) It is determined by competent authority under DOE regulations that they can return to their previous assignment, or

b) Both the work of their previous assignment and current assignment have been completed and their termination is due to lack of work and not radiation exposure.

Time spent at the direction of the Employer by any Employee for showers, examinations, etc., due to radiation exposure shall be paid for at the appropriate rate.

Project Labor Agreement for Construction
International Union of Roofers, Waterproofers and Allied Workers, Local Union No. 162

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Journeyman
Foreman
Lead Maintenance/Serviceman

NOTE

Whenever a Roofer is employed on a maintenance job, there shall be at least one (1) person classified as a Lead Maintenance/Serviceman.

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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**

a. Except as otherwise provided in this Agreement, effective the date this Agreement is signed by both parties, the Employer agrees to contribute to the National Roofers Union and Employers Joint Health and Welfare Fund (the Fund) the current Health and Welfare amount per hour for each compensable hour worked by Journeymen, Foremen, Servicemen and apprentices entitled to coverage by such fund and be bound by terms of the Trust Agreement.

b. The Employer shall fully cooperate and also allow audits of its books and records for reasonable purposes of the Health and Welfare Trust Fund. The Employer shall cooperate in such audits and allow reasonable access to the Trust Fund auditors for such purposes.

2. **PENSION**

a. The National Roofing Industry Pension Fund (the "Pension Fund") was created pursuant to the terms of a certain Agreement and declaration of Trust dated July 7, 1966 as thereafter amended.

b. Except as otherwise provided in this Agreement, effective on the date this Agreement is signed by the parties, the Employer shall contribute the current amount per hour for each hour worked by an Employee on whom the Employer is obligated to make contributions to the Pension Fund under terms of this Agreement.

c. The Employer agrees to be bound by a party to the aforesaid Agreement and declaration of trust and any amendments thereto and agrees to be bound by decisions of the Board of Trustees excluding any action which is prohibited by stature, alters the Employer contractual obligations regarding contributions or which will divert the assets of the Trust Fund was created, namely the establishment of a retirement program for Employees in the roofing industry.

d. All payments of the Trust Fund shall be due on or before the 10th day of the next following month of employment for which the contributions are due. Liquidated damages in the sum of ten percent (10%) shall automatically be due and payable on the 20th of that month.

D. DUES CHECK-OFF

1. The Employer agrees to deduct Union dues (which includes periodic fixed dues, initiation and assessments) from the wages of Employees covered by the Agreement provided the Employees voluntarily execute a lawful check-off authorization form.

2. The Employer will transmit the amount deducted, together with the names of the Employees to the Union no later than the 20th of the following month.

3. It shall be the responsibility of the Union to supply the Employer with current dues records showing the amount payable by each Employee who has voluntarily executed a legal check-off authorization form. The Employer shall rely upon such records in making wage deductions.

4. If any controversy arises on this account of such deductions, or the application of this Article, the Union will furnish at no expense to the Employer necessary and competent legal counsel and will hold the Employer harmless from any and all costs, expenses or liability incurred by the Employer which is directly or indirectly related to such controversy.

E. APPRENTICESHIP TRAINING

1. Should the Employer elect in writing to participate in the Nevada Apprenticeship Standards for the Roofing Industry, registered with the State of Nevada Apprenticeship Council, such Apprenticeship Standards shall become part of this Agreement by references as though expressly written therein, and the following shall apply:

2. There shall be established Roofers Joint Apprenticeship Training Committee (hereinafter referred to as JATC) for the roofing and waterproofing industry of Nevada. The JATC shall be composed of and administered by an equal number of representatives of the Union and Employer signatory to this Labor Agreement.

3. The JATC shall supervise all apprenticeship matters in accordance with this Labor Agreement and the Nevada Apprenticeship Standards.

4. The Employer shall abide by the JATC rules and regulations.

5. All apprentices shall be indentured and registered under the direction of the JATC.

6. The ratio of Employees on any roofing job shall not be greater than one (1) indentured apprentice to one (1) Journeyman.

7. Except as otherwise provided in this Agreement, effective the date this Agreement is signed by the parties, the Employer agrees to contribute the current hourly amount to the JATC for each compensable hour worked by Journeymen, Foremen, and apprentices.

APPRENTICE

Wage rates for apprentices shall be the percentage of the Journeyman's rate set forth below:

1st six months 55% of Journeyman
2nd six months 60% of Journeyman
3rd six months 70% of Journeyman
4th six months 75% of Journeyman
5th six months 85% of Journeyman
6th six months 95% of Journeyman

F. FOREMEN AND GENERAL FOREMEN

FOREMAN DIFFERENTIAL

An Employee designated by the Employer as Foreman shall be paid a differential of twenty percent (20%) per hour above the Journeyman's base rate of pay.

FOREMAN ASSIGNMENTS

Whenever there are more than two (2) Journeymen employed, one (1) must be designated as a Foreman.

A Foreman may work with tools when appropriate or supervise other workers when appropriate.

G. SERVICEMAN

A Serviceman shall receive the Foreman's rate of pay.

1. A Serviceman shall be a competent Journey person who performs service work and/or roof maintenance.

2. A Lead Serviceman may supervise other Servicemen, Journeymen or apprentices as necessary.

H. TOOLS

All Roofers shall have at least the following hand tools in their possession when they report to work: Roofer's knife, insulation knife, hatchet, hammer, tin snips, chalk line, measuring tape, trowel, hard hat, protective clothing, single-ply hand tools (if required) and any other hand tools incidental and required for the proper application of all materials covered by this Agreement.

I. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of the Agreement.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

SECTION 3. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

a. SECTION 4. The Dispatching Office shall be set up and maintain lists of Journeymen available for employment and such Journeymen shall be dispatched as follows: Free Call: The Employer may request a particular person(s) by name from the out- of-work-list (such person(s) name must appear on the out-of-work-list and such person(s) shall be dispatched.

b. Except as provided in Section b below, when the Employer does not call for a particular Journeyman by name, the Union may dispatch Journeymen in accordance of the Local No. 162 Hiring Hall Non-Discriminatory Procedures.

1. The Employer may procure Employees from any other available source if:

   a. The registration list is exhausted or registrants refuse referral and the Union is unable to refer three (3) qualified applicants for each vacancy; OR

   b. Seventy-two (72) hours, not including Saturdays, Sundays, and holidays have elapsed from the notification of the vacancy and no applicant satisfactory to the Employer has been referred, provided however that the Employer need not wait seventy-two (72) hours if the Union has notified the Employer that no qualifying registrant is available.

   c. After the Union informs the Employer of the persons on the out-of-work-list, and the Employer in their discretion determines that such persons are unacceptable.

2. Once a Journeyman has been dispatched to an Employer, they are entitled to continue in the employ of the Employer on other jobsites, if the Employer so directs.

3. If an Employer takes over the activities of another Employer at a particular jobsite, the Employees of the latter may continue to operate at the jobsite for the new Employer without further registration or dispatch. In such cases, the appropriate Dispatch Office shall be notified of the changes by the Employer taking over.

Project Labor Agreement for Construction
Road Sprinkler Fitters Local Union No. 669

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Journeyman Sprinkler Fitter

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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

a. The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement.

b. It is mutually agreed that a Welfare Fund on a National Automatic Sprinkler industry basis has been established for those Employees who are covered by this Agreement.

There has been created a Board of Trustees of six (6) members, three (3) appointed by the National Automatic Sprinkler and Fire Control Association, Inc., and three (3) Union Trustees, two (2) appointed in accordance with Local Union 669's Constitution and By-Laws and one (1) appointed in accordance with the National Automatic Sprinkler Industry Welfare Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State, and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Welfare Fund.

The Trustees of the National Automatic Sprinkler Industry Welfare Fund are authorized to enter into reciprocal Agreements with Trustees of other welfare funds providing for the transfer of contributions between funds so that Employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal Agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal Agreements.

2. **PENSION**

a. The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement.

b. It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those Employees who are covered by this Agreement.

There has been created a Board of Trustees of six (6) members, three (3) appointed by the National Automatic Sprinkler and Fire Control Association, Inc., and three (3) Union Trustees, two (2) appointed in accordance with Local Union 669's Constitution and By-Laws and one (1) appointed in accordance with the National Automatic Sprinkler Industry Pension Fund Trust Agreement.

The Board of Trustees shall administer the existing Agreement and Declaration of Trust in accordance with Federal, State, and Local laws and shall continue to take all necessary steps to carry out the legal operation of this Pension Fund.

The Trustees of the National Automatic Sprinkler Industry Pension Fund are authorized to enter into reciprocal Agreements with Trustees of other pension funds providing for the transfer of contributions between funds so that Employees temporarily working outside their home funds' jurisdiction will not lose credit or eligibility for benefits in their home funds. The Trustees shall determine the terms of such reciprocal Agreements, the manner of crediting reciprocal contributions and all questions of eligibility based on hours worked under reciprocal Agreements.

3. **APPRENTICESHIP TRAINING**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement.

D. APPRENTICES

All Apprentices shall be paid a progressively increasing rate of wage based upon the applicable percentage schedules in effect.

Apprentices Rate	Percentage Scale of Journeyman's Rate
Class 1	45%
Class 2	50%
Class 3	55%
Class 4	60%
Class 5	65%
Class 6	70%
Class 7	75%
Class 8	80%
Class 9	85%
Class 10	90%

It is understood and agreed that adoption of the foregoing Apprentice wage structure shall not result in a decrease in the wage rate of any existing Apprentice.

NASI Health & Welfare – Level 2 Coverage	Class 1 & 2 Apprentices
NASI Health & Welfare – Level 1 Coverage	Class 3 – 10 Apprentices
Education Fund (Including UAITF)	Class 1 – 10 Apprentices
NASI Pension Fund	Class 3 - 10 Apprentices
SIS Fund	
• No Contribution	Class 1 & 2 Apprentices
• Contribution rate contingent on Journeyman SIS contribution	Class 3 – 10 Apprentices

RATIO OF APPRENTICES TO JOURNEYMEN

Employers employing Apprentices under this Article shall be allowed one (1) Apprentice to the first Journeyman and one (1) Apprentice to each Journeyman thereafter. No Apprentice may be employed on a job where there are no Journeymen employed.

E. PREMIUMS

HIGH TIME/HAZARD PREMIUM

SECTION 1. Subject to the provisions below, on jobs where Employees are required to work from trusses, scaffolds, frames, ladders, bosun chairs, etc., or on open structures, tower or open pits, etc., where the work platform is at a distance of forty (40) feet or more from the bottom, ground or floor, they shall be paid, in addition to other earnings, the straight-time hourly wage rate set forth in Section A above. Shift differential shall not be included in the hazard premium herein provided.

SECTION 2. Hazard premium set forth above, shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless they are exposed to the hazard.

BACKFLOW CERTIFICATION AND TESTING

SECTION 1. A Backflow Certification Premium shall be paid in the amount of one dollar ($1.00) per hour above the straight-time rate of pay for all hours spent performing backflow testing.

F. FOREMEN AND GENERAL FOREMEN

1. FOREMAN DIFFERENTIAL

An Employee designated by the Employer as Foreman or General Foreman shall be paid a differential of ten percent (10%) and twenty percent (20%) per hour, respectively, above the Journeyman's base rate of pay.

2. FOREMAN ASSIGNMENTS

Whenever there are more than two (2) Journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foremen is required, one (1) of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

G. HIRING/REFERRAL PROCEDURES

Should the Employer fail to secure unemployed 669 Sprinkler Fitter Journeymen, apprentices or unindentured apprentice applicants from any source available to them, they shall contact the Union requesting a referral of qualified unemployed Sprinkler Fitter Journeymen, apprentices or unindentured apprentice applicants residing within one hundred (100) miles of the jobsite. The Union shall be given seventy-two (72) hours from time of notification to refer qualified unemployed sprinkler Fitter Journeymen, apprentices or unindentured apprentice applicants to perform the work involved.

If the Union fails for any reason to refer unemployed qualified Sprinkler Fitter Journeymen or apprentices within seventy-two (72) hours, the Employer may hire new apprentices or unindentured apprentice applicants in accordance with the ratios established in this Agreement and subject to applicable apprentice selection procedures.

The Employer shall have the right to accept or reject for just cause, any job applicant and to solicit from among applicants those, who in their estimation, are the best qualified.

Journeymen Sprinkler Fitters shall have the right to solicit their own jobs. Nothing contained

herein shall prevent the transfer of an Employee from one job to another.

The parties recognize the legitimate interest of preserving and maintaining employment in the area in which work is being performed. Local Employees shall therefore be the last laid off when and Employer lays off on a job.

H. SAFETY REQUIREMENTS

The Employer shall provide a safe, protected space for changing of clothes and storage of tools.

I. NON-DISCRIMINATION

There shall be no discrimination with regard to 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

J. WORKING RULES

1. No Employee will be permitted to lease, rent or lend tools, welding equipment, or any means of conveyance.

2. All tools will be furnished to Employees, including goggles, welding gloves, hoods and any special clothing that may be necessary for the performance of their work.

3. When an Employee is required to perform work in any area where he is exposed to acids, caustics or cleaning solvents, the Employer will provide suitable protective clothing.

4. No Employee shall be required to work alone under hazardous conditions. Hazardous conditions shall be deemed to exist when such work is to be performed where torches or welding is to be used in close quarters, or where such work is to be performed with welding and cutting taking place overhead. Such enumeration is not exclusive.

5. No Employee shall be permitted or required to operate a pipe machine from a truck or any other self-propelled conveyance.

K. LOAN OF EMPLOYEES

Employees covered by this Agreement will not be loaned from one Employer to another Employer. However, in the event circumstances arise where the loaning of Employees from one Employer to another Employer is prudent, the Employer(s) and the Union may mutually agree to authorize the loaning of Employees, on a case-by-case basis.

L. REIMBURSEMENT OF EXPENSES

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

   a. Thirty dollars ($30.00) for travel for the first day of employment

   b. Thirty dollars ($30.00) for travel for the last day of employment

2. 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.

M. BONDING REQUIREMENTS

Upon signing the Labor Agreement, the Employer, employing workmen from the Union, shall furnish a surety Company bond in the amount of fifteen thousand dollars ($15,000). Such bond shall be furnished by a Company duly qualified to act as surety in the State of Nevada, and on forms as provided by the Union. Such bond shall be made payable to the Union for the use and benefit of the Employees and any other party or parties to whom wages or other benefits are to be paid under the terms of this Agreement, to assure payment of such wages and benefits, together with reasonable expenses incurred in the collection thereof.

It is agreed that habitual delinquents shall be required to secure additional bonding.

Project Labor Agreement for Construction
Sheet Metal, Air, Rail & Transportation (SMART)
Local Union No. 88 (Sheet Metal)

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS
Journeyperson Sheet Metal Worker

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates negotiated October 1, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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.

Sheet Metal Workers, Local No. 88 shall have the option to increase benefit contributions to existing funds or plans and or initiate participation in any additional funds or plans as recognized by the Sheet Metal Workers International Associations, or to implement a 401(k) Savings Plan or any other tax deferent plan, upon sixty (60) days written notification.

1. HEALTH AND WELFARE

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Sheet Metal Workers Health Plan of Southern California, Arizona and Nevada. This contribution shall be continued during the term of Agreement. The payment shall be made on or before the fifteenth (15th) day of each succeeding month.

2. **LOCAL PENSION**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Sheet Metal Workers Pension Plan of Southern California, Arizona, and Nevada. This contribution shall be continued during the term of this Agreement. Payment shall be made on or before the fifteenth (15th) day of each succeeding month.

NATIONAL PENSION

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Sheet Metal Workers National Pension Funds. This contribution shall be continued during the term of this Agreement. Payment shall be made on or before the fifteenth (15th) day of each succeeding month.

3. **APPRENTICESHIP TRAINING AND JOURNEYMAN EDUCATIONAL FUND**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Sheet Metal Workers Apprentice Training and Journeyman Educational Fund. This contribution shall be continued during the term of this Agreement. Payment shall be made on or before the fifteenth (15th) day of each succeeding month.

4. **INTERNATIONAL TRAINING INSTITUTE (ITI)**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the International Training Institute (ITI). This contribution shall be continued during the term of this Agreement. Payment shall be made on or before the fifteenth (15th) day of each succeeding month.

5. **SHEET METAL OCCUPATIONAL HEALTH INSTITUTE TRUST (SMOHIT)**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the Sheet Metal Occupational Health Institute Trust (SMOHIT). This contribution shall be continued during the term of this Agreement. Payment shall be made on or before the fifteenth (15th) day of each succeeding month.

6. **NATIONAL ENERGY MANAGEMENT INSTITUTE COMMITTEE (NEMIC)**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the National Energy Management Institute Committee (NEMIC). This contribution shall be continued during the term of this Agreement. Payment shall be made on or before the fifteenth (15th) day of each succeeding month.

7. **SMART 88 RETIREE HEALTH PLAN**

The Employer shall contribute per hour for all hours worked by or paid to Employees covered by this Agreement to the SMART 88 Retiree Health Plan. This contribution shall

be continued during the term of this Agreement. Payment shall be made on or before the fifteenth (15th) day of each succeeding month.

D. APPRENTICES

Employment of all apprentices shall conform with the Apprenticeship Standards established and administered by the local joint committees as approved by the appropriate state and federal agencies.

A graduated wage scale for apprentices shall be maintained on the following percentage ratios of the Journeyperson Sheet Metal Worker's rate as identified in the Wage and Benefits Supplement to this Agreement.

First year, first six (6) months	45%
First year, second six (6) months	50%
Second year, first six (6) months	55%
Second year, second six (6) months	60%
Third year, first six (6) months	65%
Third year, second six (6) months	70%
Fourth year, first six (6) months	75%
Fourth year, second six (6) months	80%

No apprentice shall be employed under the age of eighteen (18) years.

E. PREMIUMS

1. HIGH TIME/HAZARD PREMIUM

SECTION 1. Subject to the provisions of this Appendix, Employees that are required to work from trusses, scaffolds, frames, ladders, etc., where the work platform is at a distance of twenty-five (25) feet or more from the ground or floor level, they shall receive the following premium pay per hour:

25 feet to 40 feet	$0.25 per hour
Above 40 feet	$0.50 per hour

SECTION 2. Hazard premium, as set forth above, shall be paid to Employees only where there is an actual exposure to the hazard. Hazard premium shall not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard, and shall not be paid to Foremen or General Foremen unless they are exposed to the actual hazard.

2. RESPIRATOR PREMIUM

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of two percent (2%) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear. This shall include any suiting and un-suiting time involved, if applicable.

3. **UNDERGROUND PREMIUM**

Employees required to perform work underground in tunnels or shafts shall receive one percent (1%) per hour above their straight-time rate of pay for the full shift.

In the event an Employee is assigned to work underground on a full time basis, and in the opinion of either the Union or MSTS, additional terms and conditions are required, MSTS and the Union shall meet and negotiate Terms and Conditions for this work which are the same as or similar to the conditions contained in the "Underground/Tunnel Agreement".

4. **WELDING**

The Employer agrees to pay those Journeyperson Sheet Metal Workers (excluding all apprentices) a premium of one percent (1%) per hour for actual hours spent welding, but not less than one-half shift.

F. FOREMEN AND GENERAL FOREMEN

1. **FOREMEN DIFFERENTIAL**

An Employee designated by the Employer as Foreman shall be paid a differential of ten percent (10%) per hour above the Journeyperson Sheet Metal Worker's base rate of pay.

The General Foreman shall be paid a differential of twenty percent (20%) above the Journeyperson Sheet Metal Worker's base rate of pay.

2. **FOREMEN ASSIGNMENTS**

Whenever there are two (2) Journeymen employed, one (1) must be designated as a Foreman. A Foreman shall not be required to supervise more than seven (7) Employees.

On any crew requiring two (2) to four (4) Journeymen, one (1) of the Journeymen will be designated as a working Foreman who shall have charge of laying out and directing work.

When more than eight (8) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional working Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event two (2) Foremen or more are employed, one (1) of the Foremen shall be designated as a General Foreman who may supervise up to seven (7) Sheet Metal Workers, including the Foremen or Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may at times, require direction other than the normal procedures set forth herein, on a limited basis.

It shall be the Foreman's responsibility to see that all new hires check with the Shop

Steward before going to work.

G. TOOLS

1. The following list of hand tools shall constitute the minimum requirements to be furnished by Journeymen and apprentice Sheet Metal Workers performing work under this Agreement. The Employee, upon the first day of employment, shall furnish the Employer with a completed inventory list of the following tools, which shall be verified by the Employer.

    1. Tool Box and hand tray
    2. Two (2) hammers
    3. Two (2) screwdrivers
    4. One (1) pair of pliers
    5. One (1) pair each Aviation M1 and M2 snips
    6. One (1) pair 18-inch snips
    7. One (1) pair Bulldog snips
    8. One (1) pair 8-inch dividers
    9. One (1) 6-inch folding rule or tape
    10. One (1) scratch awl
    11. One (1) chisel
    12. One (1) center punch
    13. One (1) pair hand tongs
    14. Two (2) vice grip pliers
    15. One (1) hand dolly
    16. One (1) 8-inch crescent wrench

2. Employees shall not be permitted to furnish groovers, mallets, power tools, circumference rules, 2-foot squares, 24-inch levels, drill bits or any tools considered unfair to other working Employees or against the interest of this Union.

3. If an employee is required to wear any flame-resistant clothing in the performance of their duties, such clothing shall meet the requirements set forth in NFPA 2112 and shall be provided by the Employer.

4. The Employer will furnish the tools for cutting stainless steel metal. The Employer shall also furnish welding hoods, welding glasses, leathers, safety goggles and respirators where needed.

5. The Employer shall provide a safe, protected space for changing of clothes and storage of tools.

    Employees covered by this Agreement shall be reimbursed for tools lost as a result of fire, theft or forcible entry, provided a properly priced inventory of the Employees tools placed in storage is furnished to the Employer upon employment.

H. HIRING/REFERRAL PROCEDURES

SECTION 1. These hiring procedures shall be subject to and modified by the provisions of the Hiring Procedures And Non-Discrimination Article of this PLA.

SECTION 2. The Union agrees that it will operate the hiring procedures set forth below 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 identity, gender expressing (including transgender status), mental disability, physical disability, protected medical condition as defined by 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.

SECTION 3. The Employer may recruit applicants from other sources under the following conditions:

a. The Employer has afforded the Union an opportunity to refer three (3) applicants for each vacancy; OR

b. Seventy-two (72) hours have elapsed from the notification of vacancy and no applicant satisfactory to the Employer has been referred, provided however that the Employer need not wait seventy-two (72) hours if the Union has notified the Employer that no qualifying registrant is available.

SECTION 4. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

The Employer agrees to abide by the Referral Procedure of the Union, in accordance with their Master Labor Agreement with Sheet Metal Air Conditioning and Contractor's National Association (SMACNA) and not inconsistent with the Terms and Conditions of this Agreement, hereby incorporated by reference.

I. WORKING CONDITIONS

1. Employees will not be permitted to load or unload trucks before or after working hours unless they are paid overtime for the same.

2. No Employee shall be loaned from one (1) Employer to another without following the hiring procedures contained in this Agreement.

3. All Employees shall be allowed adequate Company time to gather up tools, with a minimum of ten (10) minutes. Employees taken from the shop shall be returned to the shop prior to quitting time with adequate consideration given for cleanup.

4. No Employee covered by this Agreement shall be required to drive their personal vehicle over temporary construction roads to remote areas unless such roads are graded and surfaced so as to make them suited to passenger car traffic.

J. REIMBURSEMENT OF EXPENSES

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

    a. Thirty dollars ($30.00) for travel for the first day of employment

b. Thirty dollars ($30.00) for travel for the last day of employment

2. 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.

K. CHECKOFF FOR DUES OR WORKING ASSESSMENT

The Employer shall deduct from the base wage the SMART Local 88 hourly dues assessment of 1.65% of Building Trades Journeyperson total package, per hour worked by or paid for the purpose of calculating these dues, all hours worked, including overtime, will be calculated at the straight time rate of pay. Foreman and General Foreman, dues payments will also be set at this rate. All other classifications (i.e. apprentice, pre-apprentice, etc.) will be calculated at 1.65% of their total packages. The activities of this dues assessment that deal with organizing and other traditional union activities shall be funded by this checkoff in compliance with the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. Payment shall be made on or before the fifteenth (15th) day of the succeeding month.

Project Labor Agreement for Construction
International Brotherhood of Teamsters Local Union No. 631

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX A

A. CLASSIFICATIONS AND 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 PLA.

CLASSIFICATIONS

GROUP 1
Truck Greaser
Light Vehicle Dispatcher
Tireman
Light Duty Driver

LIGHT DUTY DRIVERS shall include service truck drivers, drivers of dump trucks of less than 16 yards water level, drivers of trucks with legal payload capacities of less than 20 tons, drivers of road oil spreader trucks, drivers of water trucks under 4,000 gallons, and drivers of passenger busses on the jobsite.

GROUP 2
Heavy Duty Driver
Warehouse Combo Worker
Forklift Driver
Equipment Parts
Warehouseman
Fleet Operations Dispatcher

HEAVY DUTY DRIVERS shall include drivers of dump trucks from 16 yards up to and including 22 yards water level, drivers of trucks with legal payload capacities of 20 tons but less than 30 tons, drivers of Euclid-type spreader trucks, drivers of dumpster trucks, drivers of transit mix trucks of less than 6 yards, drivers of water trucks of 4,000 gallons but less than 6,000 gallons, drivers of fuel trucks 2,500 gallons or greater, and a highway Ross Carrier driver.

GROUP 3
Extra Heavy Duty Driver
Forklift Driver (over 15 ton)

EXTRA HEAVY DUTY DRIVERS shall include drivers of transit mix trucks of 6 yards or more, drivers of dump trucks over 22 yards water level, drivers of trucks with a legal payload capacity of 30 tons and over, and drivers of fuel and water trucks of 6,000 gallons and over.

GROUP 4
Bootman
Off-Road and Special Equipment Driver

OFF-ROAD AND SPECIAL EQUIPMENT

All off-road and special equipment shall include transit-mix trucks with more than three (3) axles or twelve (12) yards or more capacity; trucks and trailers in combination with nine (9) axles or more, and load of fourteen (14) feet or more in width, and all water poles. This does not include off-road forklifts.

WINCH TRUCK PREMIUM

Drivers of winch trucks shall be paid a premium of twelve and one-half cents ($0.125) per hour for each hour they are required to operate a power winch, A-frame or similar special hoisting attachments.

B. MONETARY INCREASES

The hourly monetary package increases for the first three (3) years of this Agreement are identified in the Wage and Benefits Supplement to this PLA.

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 MSTS 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, 2025, shall remain in effect until the 1st day of October 2028, 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, 2028.

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 October 1, 2028, 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

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. MAJOR MEDICAL

SECTION 1. The monthly Health and Welfare contribution amount shall be distributed by Teamsters Local 631 Security Fund to Major Medical, Retiree Medical Funds Payment and Dental/Vision as indicated in the Wage and Benefits Supplement to this Agreement. Contributions set forth in Sections 2 and 3 shall be appropriately distributed by the Security Fund to the Medical, Dental/Vision and Retiree's Medical funds.

SECTION 2. The Employer shall contribute the current monthly amount to the Teamsters Local 631 Security Fund on behalf of those Employees covered by this Agreement who work or are paid during the calendar month for eighty-six (86) hours or more.

SECTION 3. The Employer shall contribute one-half of the monthly amount per month on behalf of those Employees covered by this Agreement who work or are paid for **less than** eighty-six (86) hours during the calendar month.

SECTION 4. The Employer shall contribute the hourly amount for Employees who have not completed one full calendar month with the Employer for all hours worked or paid.

SECTION 5. Any future increase to Health and Welfare shall come from reallocation from Wages.

2. **PENSION PLAN**

The Employer shall contribute per hour the current Pension amount per hour for all hours worked by or paid to Employees, including probationary Employees, covered by this Agreement to the Western Conference of Teamsters' Pension Trust Fund.

3. **VACATION TRUST FUND**

Effective October 1, 2020 - $0.00 per hour.

A. Each Employer shall add $0.00 per hour to the Employee's gross wages and then shall subtract $0.00 per hour from the Employee's net wages as Vacation Savings. The deduction for Vacation Savings shall be sent on a monthly transmittal form to a designated depository. This addition and deduction shall be made on all Employees covered under this Agreement. The monthly transmittal shall include all payroll weeks ending within the calendar month. On the monthly transmittal form, the following information concerning each Employee shall be set forth in separate columns:

   i. Name of Employee
   ii. Social Security Number of each Employee
   iii. Number of hours worked
   iv. Total amount of vacation savings deduction
   v. Gross pay for each Employee

B. The monthly transmittal forms shall be furnished to the Employer who shall set forth thereon all information requested by the instructions and return the full number of copies, after retaining one (1) copy for their files. The fund shall pay for the administrative expenses incurred in the operation of the Vacation Savings Plan, other than those incurred within the individual's own office.

C. **EMPLOYER REPORTS**

The parties recognize and acknowledge that the regular prompts to the Vacation Savings Plan are essential. Each transmittal to the Vacation Savings Plan shall be made promptly and in any event on or before the twentieth (20th) day of the month following in which deductions were made. If not paid in full, it shall be delinquent. Failure on the part of any Employer to make prompt payments shall be deemed to be a breach of the Collective Bargaining Agreement by such Employer and in such event, the Union shall bring action against the Employer in law or in equity, or the Union may use economic action to either compel the performance of this Agreement, as well as the Collective Bargaining Agreement. In the event of death of the depositor, the balance of the deposit shall be paid to such person or persons entitled thereto upon submission of necessary proof.

4. **JOURNEYMAN AND APPRENTICE TRUST FUND**

The Employer shall contribute fifty-five cents ($0.55) per hour for all hours worked by or paid to Employees covered by this Agreement to the training program as provided in the Teamsters Apprenticeship Trust Fund at the straight-time hourly contribution. Funds contributed shall be used exclusively for the Journeyman and apprenticeship program.

5. **DISABILITY PLANS**

The Employer agrees to deduct and remit contributions to Short Term and/or Long Term Disability plans as identified by the Union for Employees who provide written authorization for such deductions to be made on their behalf.

D. APPRENTICESHIP

The Union and the Employer recognize the need and desirability of an apprentice training program which is approved by the State of Nevada and meets the needs of Employer's skilled labor. If the Union establishes a State approved apprenticeship program in the construction industry, the Employer and the Union will agree to meet and discuss the implementation of such program into the Appendix of this PLA.

E. PREMIUMS

1. **RESPIRATOR PREMIUM**

Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of one dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

2. **MINE RESCUE**

Employees who are identified to participate as a member of the Mine Rescue Team shall receive a premium of twenty-five cents ($0.25) per hour above their straight-time rate of pay while a member of the team.

3. **EXPLOSIVES**

Employees who are assigned to transport explosives to include detonating devices, dynamite, ammunition/ordinance and related components, shall receive a premium of fifty cents ($0.50) per hour above their straight- time rate of pay, for a minimum of a half shift or maximum of a full shift, if more than one-half shift is spent transporting explosives.

F. FOREMEN AND GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL**

An Employee designated by the Employer as Foreman or General Foreman shall be paid at the rate of two dollars and fifty cents ($2.50) respectively, per hour above the highest base rate of the Employee over which they have supervision. The Foreman's and General Foreman's differential will not be paid on top of any equipment premiums.

2. **FOREMAN ASSIGNMENTS**

Whenever there are more than two (2) Journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) Employees, at which time they will become a non-working Foreman. Foremen shall not be required to supervise more than ten (10) craft Employees.

When more than ten (10) Employees are employed under this Agreement, additional Foremen shall be designated. The need for additional Foremen shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one (1) of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman's position. However, in the absence of the Foreman or in emergency situations, a General Foreman can give direction to the crew.

G. TOOLS

All tools shall be furnished by the Employer.

H. HIRING/REFERRAL PROCEDURES

SECTION 1. The Employer agrees to abide by the Referral Procedures of Local 631, not inconsistent with the terms and conditions of this Agreement.

SECTION 2. The Union shall establish and maintain separate open and non-discriminatory-out of-work lists for workers desiring employment on work covered by this Agreement, and such workers shall be entitled to registration and dispatching subject to the provisions of this Article and the Unions dispatching procedures. Such workmen must be unemployed and available for work.

The Employer shall contact the Unions dispatch office for workmen they may need from time to time and the Union shall furnish to the Employer the required number of qualified and competent workers of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article. The Employer will give reasonable advance notice of at least twenty-four (24) hours prior to the reporting time to the dispatching office upon ordering such workers.

It shall be the responsibility of the Employer, when ordering workers to give the Union all of the pertinent information regarding the worker's employment by email.

The Employer may secure a qualified applicant from any other source if the Union is unable to provide an applicant within five (5) days (Saturdays, Sundays and holidays excluded) after exhausting Teamsters Construction out-of-work lists. The Employer will notify Teamsters Local

631 Dispatch and Business Agent by email of the newly hired applicant immediately and will, within twenty-four (24) hours thereafter, refer the newly hired applicant to the Teamsters Local 631 Dispatch office for a proper dispatch prior to reporting to work.

SECTION 3. The Employer may request Employees "by name" in accordance with the following: Employees who have been laid off will be called by name within six (6) months of layoff. The last person laid off shall be called back first, provided they are qualified to perform the available work. Employees will be laid off in accordance with the Employer's Craft Employee Evaluation Procedure.

SECTION 4. The Union will furnish, in accordance with the "open-call" request of the Employer, each such qualified worker from among those entered on said lists, to the Employer, by use of a written referral in the following order of preference:

"A" Construction List Worker: Workers who are properly signed up in the Union's dispatch office, and have worked in excess of five hundred (500) hours on a proper dispatch for a Signatory Construction Contractor with Local 631, under a Construction Agreement in the jurisdiction of Teamsters Local 631 since October 1, 1997, that possess the qualifications listed in this Agreement and have had their qualifications approved by the director of the Teamsters Construction/NNSS Training Center.

"B" Construction List Worker: Workers who are properly signed up in the Union's dispatch office, who within the five (5) years immediately preceding registration at the dispatching office have performed work in the classifications of the Signatory Union, covered by a Local 631 Construction Agreement, and who have had their qualifications approved by the director of the Teamsters Construction/NNSS Training Center.

"C" Construction List Worker: Workers that are properly signed up in the Union's dispatch office, and possess the qualifications listed in a Local 631 Construction Agreement, and have had their qualifications approved by the Director of the Teamsters Construction/NNSS Training Center.

I. PROBATIONARY PERIOD

All Employees shall undergo a probationary period of forty-five (45) calendar days from reporting to the NNSS to begin work. If an Employee is separated from employment before such probationary period has been completed, the Employee shall have no call-back rights. Upon satisfactory completion of the probationary period, the Employee shall be entitled to be called back. An Employee who has not completed the probationary period may be discharged for any reason without any right to dispute the discharge under the Grievance and Arbitration procedure.

J. UPGRADED SKILLS

If an Employee upgrades their skills through the Southern Nevada Teamsters Training Center, the Training Center will notify the Employer of the additional skill(s) obtained by that Employee. The Employer will notify the Employee's supervision of the additional skills so that the Employee may be utilized in other areas for which they are qualified.

K. EQUIPMENT OWNER

When a piece of equipment is driven or operated by its owner and used on work covered by this Agreement, the owner-operator of said equipment shall be bound by the provisions of this Agreement.

L. TRAFFIC CITATIONS

In the event an Employee covered by this Agreement is given a traffic citation for overloads, spills or defective equipment, or other reasons beyond the control of the Employee in the course and scope of their employment with the Employer, the Union shall have the right to refer the matter to the Grievance and Arbitration Procedure to determine whether the Employer or the Employee is at fault. If it is determined the Employer is at fault, the Employee shall be reimbursed for the amount of the fine imposed on account of such citation.

In the event an Employee loses their license privileges (whether it be suspension, revocation, or temporary hold placed on it), they must immediately stop driving and inform their supervisor within twenty-four (24) hours of loss of license privilege. Loss of a license and removal from being able to drive a government and/or commercial vehicle could result in immediate suspension without pay and/or termination.

M. MOVING EQUIPMENT

When equipment is moved from one construction job to another, or from yard to jobsite or vice versa, by an Employee covered by this Agreement, such transportation shall be under the wage scales and conditions of this Agreement. In addition, the driver transporting such equipment will be paid actual and/or reasonable expenses incurred on such trips upon the submission of supporting receipts.

The driver shall also be given return transportation, or a reasonable allowance therefore, from the point of delivery of the equipment direct to their starting place and pay therefore at the regular straight-time hourly rate for actual hours spent on traveling, provided that he shall not be paid more than eight (8) hours straight-time pay at their regular wage rate for each day spent in traveling. The payment provided in this paragraph shall constitute full compensation to the driver, and the driver shall have no claim for any other pay in addition to such payments.

N. MANHAULS

It is recognized by the Employer that the driving of manhauls is within the jurisdiction of the Teamsters. A manhaul is defined as a multi-passenger/multi-craft vehicle generally used to transport several people, at the same time, from a transportation drop-off point or facility to a reporting point or work location that is usually not serviced by Employer provided transportation.

It is understood between the parties that manhauls may be established by the Employer for remote projects on a case-by-case basis. The determination to establish a manhaul is a Management prerogative, however, the Employer agrees to include the Union in the decision making process whenever a manhaul may be required.

It is understood between the parties that multi-craft transports to/from Las Vegas (or other surrounding cities or areas) to/from the NNSS are not considered manhauls in accordance to the manhaul language of the Construction Agreement for the NNSS.

O. BONDING PROVISIONS AND TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Construction Teamsters Fringe Benefit Trust Funds to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a case or surety bond in the amount of sixty thousand ($60,000) dollars covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent with electronic delivery confirmation.

Failure to comply with this provision is a violation of this Agreement and the provisions of the No Strikes Or Lockouts Article shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

The Union shall be required to furnish the Employer with a current list of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Employer of any contractor or subcontractor adjudged delinquent.

P. 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 any 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 containing the names of Employees and the amount deducted from each Employee's earnings.

SECTION 5. Nothing contained herein shall permit the deduction by the Employer of any assessments levied against an individual or group of Employees unless the levy applies equally to all Employees who have provided a signed authorization card.

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 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 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 voluntarily 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.

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.

SECTION 10. The Employer agrees to withhold on a once-a-month basis from Employees who have signed a proper authorization card, a donation made out to DRIVE, which is to be submitted to Teamsters Local Union No. 631 for transmittal to DRIVE National Headquarters. The funds submitted are to be accompanied by a listing of the name and social security number of each Employee on whose behalf a deduction is made. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law

Q. UNION ELECTED OFFICIALS:

If an Employee is elected or appointed to serve as a Union official, and such election/appointment would prevent the Employee from maintaining their current position with the Employer, the Employee will be eligible for rehire without discrimination. If said individual is no longer a Union official, the Employer may request he or she by name at the discretion of the Union and if there is a position available for which the individual is qualified. The Employer is not obligated to hold or create a new position for this individual. Original site service dates may be kept on record as permitted from contractor to contractor; however, subsequent hire dates will be established based on reemployment of the individual.

APPENDIX B

Project Labor Agreement for Construction
International Brotherhood of Electrical Workers
Local Union No. 396 (Linemen)

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX B

SPECIAL PROVISIONS FOR TUNNELS

A. WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The provisions Appendix B shall apply to Employees covered by this Agreement who are permanently assigned to a tunnel or shaft project. The terms and conditions of this Agreement, including Appendix A shall also apply to Tunnel Work, except for Shifts And Hours Of Work, which shall be in accordance with Article B of this Appendix as outlined below.

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.

B. SHIFTS AND HOURS OF WORK

The "Workday" shall begin at 12:00am 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.

Overlap between the day and night shift, if any, shall not exceed one (1) hour. Nuclear facilities overlap of any shifts shall not exceed two (2) hours. (Overlap is normally for shift change only).

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

a. Seven (7) consecutive hours, exclusive of meal period between 7:00 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.

b. The workweek shall consist of five (5) workdays, Monday through Friday.

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 a 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 (1/2) 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.

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. 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.

d. On four (4) day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half times the straight-time hourly rate.

e. All hours worked in excess of ten (10) hours will be paid at the double-time rate of pay on a regularly scheduled workday.

f. 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 times the straight-time hourly rate. All additional hours worked shall be paid at the double-time rate of pay.

g. All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.

h. 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) NIGHT SHIFT**

a. When two (2) or more 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 multiple shift operations. 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 (1/2) 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. 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.

f. Shift time shall start at the designated point of work.

SECTION 5. **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.

C. PREMIUMS

1. CASED SHAFT PREMIUM

SECTION 1. Where Employees are required to work in steel-cased drill holes which are in excess of 1,000 feet and less than 2,500 feet deep and which are converted to mine shafts

for the mining of drifts or chambers, the Employee shall receive a premium of seventy-five cents ($0.75) per hour above their straight-time rate of pay for actual hours spent working in the steel-cased drill holes.

SECTION 2. Where Employees are required to work in steel-cased drill holes which are at least 2,500 feet deep and less than 5,000 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the Employee shall receive a premium of one dollar and twenty-five cents ($1.25) per hour above their straight-time rate of pay for actual hours spent working in the steel-cased drill holes.

SECTION 3. Employees who receive the premiums above are not entitled to the Underground Premium as well.

2. **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.

3. **UNDERGROUND PREMIUM**

Employees assigned to work underground shall receive a full shift premium of fifty cents ($0.50) per hour above their straight-time rate of pay. Employees who receive this premium are not entitled to the Cased Shaft Premium as well.

4. **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 straight-time rate of pay for actual hours spent in re-entry work.

5. **RESPIRATOR PREMIUM**

Employees required by the Employer to wear half or full face respirators, requiring a respirator fit card, shall receive a premium of one dollar ($1.00) per hour above their straight-time base rate of pay for a minimum of a half shift or maximum of a full shift, based on half shift wear. Employees who receive this premium are not entitled to the Re-Entry premium as well.

D. 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.

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

E. 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.

F. 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.

G. 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.

Project Labor Agreement for Construction
International Brotherhood of Electrical Workers
Local Union No. 357 (Wiremen)

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX B

SPECIAL PROVISIONS FOR TUNNELS

A. WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The provisions Appendix B shall apply to Employees covered by this Agreement who are permanently assigned to a tunnel or shaft project. The terms and conditions of this Agreement, including Appendix A shall also apply to Tunnel Work, except for Shifts And Hours Of Work, which shall be in accordance with Article B of this Appendix as outlined below.

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.

B. SHIFTS AND HOURS OF WORK

The "Workday" 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.

Overlap between the day and night shift, if any, shall not exceed one (1) hour. Nuclear facilities overlap of any shifts shall not exceed two (2) hours. (Overlap is normally for shift change only).

SECTION 1. **FIVE DAY, EIGHT HOUR (5/8) SINGLE SHIFT**

a. Seven (7) consecutive hours, exclusive of meal period between 7:00 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.

b. The workweek shall consist of five (5) workdays, Monday through Friday.

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 a 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 (1/2) 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.

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. 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.

d. 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.

e. All hours worked in excess of ten (10) hours will be paid at the double-time rate of pay on a regularly scheduled workday.

f. 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.

g. All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.

h. 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) NIGHT SHIFT**

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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.

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d. Employees assigned to work the day shift or swing shift, shall receive one-half (1/2) 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. 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.

f. Shift time shall start at the designated point of work.

SECTION 5. **CALL-OUT PAY**

a. A call-out prior to and continuous with the Employees 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 and actual hours worked thereafter pay 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.

C. PREMIUMS

1. CASED SHAFT PREMIUM

SECTION 1. Where Employees are required to work in steel-cased drill holes which are in excess of 1,000 feet and less than 2,500 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the Employee shall receive premium of seventy-five

cents ($0.75) per hour above their regular rate.

SECTION 2. Where Employees are required to work in steel-cased drill holes which are at least 2,500 feet deep and less than 5,000 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the Employee shall receive premium pay of one dollar and twenty-five cents ($1.25) per hour above their regular rate.

SECTION 3. Employees who receive the premiums above are not entitled to the Underground Premium as well.

2. **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.

3. **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.

4. **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.

5. **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. Employees who receive this premium are not entitled to the Re-Entry premium as well.

D. 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.

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

E. RUBBER

Furnishing rubber shall be the responsibility of the Employer.

F. 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.

G. 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.

Project Labor Agreement for Construction
International Union of Operating Engineers
Local Union No. 12

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX B

SPECIAL PROVISIONS FOR TUNNELS

A. WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The provisions Appendix B shall apply to Employees covered by this Agreement who are permanently assigned to a tunnel or shaft project. The terms and conditions of this Agreement, including Appendix A shall also apply to Tunnel Work, except for Shifts And Hours Of Work, which shall be in accordance with Article B of this Appendix as outlined below.

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.

B. SHIFTS AND HOURS OF WORK

The "Workday" 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.

Overlap between the day and night shift, if any, shall not exceed one (1) hour. Nuclear facilities overlap of any shifts shall not exceed two (2) hours. (Overlap is normally for shift change only).

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

a. Seven (7) consecutive hours, exclusive of meal period between 7:00 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.

b. The workweek shall consist of five (5) workdays, Monday through Friday.

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 a 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 (1/2) 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.

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. Nine (9) consecutive hours, exclusive of meal period between 7:00 a.m. and 5:30 p.m., 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.

d. On four (4) day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half times the straight-time hourly rate.

e. All hours worked in excess of ten (10) hours will be paid at the double-time rate of pay on a regularly scheduled workday.

f. 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 times the straight-time hourly rate. All additional hours worked shall be paid at the double-time rate of pay.

g. All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.

h. 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) NIGHT SHIFT**

a. When two (2) or more 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 multiple shift operations. 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 (1/2) 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. 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.

f. Shift time shall start at the designated point of work.

SECTION 5. **DRILLING OPERATIONS – ROTATING SHIFTS**

a. Due to the change in the nature of work at the NNSS, the Operating Engineers have agreed to a change in the rotating shift language, Shifts And Hours Of Work Article, Section 5, from a minimum of 30 days to 24 days, provided that all other craft agree to this change.

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 and actual hours worked thereafter pay 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.

C. WORKING CONDITIONS

1. In addition to those personnel engaged in tunnel work as defined above in Section A, the conditions in Section B - Shifts And Hours Of Work, shall apply to Hoist Operator, Inspector, Surveyor for shafts, and other outside Operators, such as Forklift Operators, Mechanics etc. assigned to the portal or collar area in direct support of the underground operations.

2. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers.

3. Crews on power shovels and mucking machines over one-quarter (1/4) yards shall consist of an Engineer-Operator and an Engineer-Oiler, who shall be under the direct supervision of the Engineer-Operator.

4. When Employees covered by this Agreement require assistance, other Employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers and/or Firemen.

5. Employees shall not furnish rubber clothing, boots, safety hats, nor special gear. The Employer shall be required to furnish suitable shelter to protect Employees from falling materials and the elements, also change house, shower and toilet facilities.

6. The working rules for tunnels shall not apply to sealed air pressure bores. Special agreement shall be negotiated for such work.

D. PREMIUMS

1. CASED SHAFT PREMIUM

SECTION 1. Where Employees are required to work in steel-cased drill holes which are in excess of 1,000 feet and less than 2,500 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the Employee shall receive premium of seventy-five cents ($0.75) per hour above their straight-time rate of pay for actual hours spent working in the steel-cased drill holes.

SECTION 2. If drilling goes beyond 2,500 feet deep, the Company and the Union will meet to discuss.

SECTION 3. Employees who receive the premium above are not entitled to the Underground Premium as well.

2. 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.

3. **UNDERGROUND PREMIUM**

Employees assigned to work underground shall receive a full shift premium of fifty cents ($0.50) above their straight-time rate of pay. Employees who receive this premium are not entitled to the Cased Shaft Premium as well.

4. **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 straight-time rate of pay for a minimum of a half shift or maximum of a full shift.

5. **RESPIRATOR PREMIUM**

Employees required by the Employer to wear half or full face respirators, requiring a respirator fit card, shall receive a premium of one dollar ($1.00) per hour above their straight-time base rate of pay for a minimum of a half shift or maximum of a full shift, based on half shift wear. Employees who receive this premium are not entitled to the Re-Entry premium as well.

E. 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.

F. 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.

G. 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, 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.

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

H. 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.

Project Labor Agreement for Construction

International Brotherhood of Teamsters, Local Union No. 631

EFFECTIVE 10/01/2025 through 09/30/2030

APPENDIX B

SPECIAL PROVISIONS FOR TUNNELS

A. WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The provisions of Appendix B shall apply to Employees covered by this Agreement who are permanently assigned to a tunnel or shaft project. The terms and conditions of this Agreement, including Appendix A shall also apply to Tunnel Work, except for Shifts And Hours Of Work which shall be in accordance with Article B of this Appendix as outlined below.

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.

B. SHIFTS AND HOURS OF WORK

The "Workday" shall begin at 12:00am and shall continue for a 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.

Overlap between the day and night shift, if any, shall not exceed one (1) hour. Nuclear facilities overlap of any shifts shall not exceed two (2) hours. (Overlap is normally for shift change only).

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

a. Seven (7) consecutive hours, exclusive of meal period between 7:00 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.

b. The workweek shall consist of five (5) workdays, Monday through Friday.

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 days' 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 a 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 (1/2) 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.

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. 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.

d. On four (4) day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half times the straight-time hourly rate.

e. All hours worked in excess of ten (10) hours will be paid at the double-time rate of pay on a regularly scheduled workday.

f. 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.

g. All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.

h. 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) NIGHT SHIFT**

a. When two (2) or more shifts are worked for four (4) or more consecutive days, nine (9) hours of work shall constitute a days' 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 multiple shift operations. 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 workdays, shall be paid at the applicable overtime rate.

d. Employees assigned to work the day shift or night shift, shall receive one-half (1/2) 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. 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.

f. Shift time shall start at the designated point of work.

SECTION 5. **CALL-OUT PAY**

a. A call-out prior to and continuous with the Employees 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.

C. PREMIUMS

1. CASED SHAFT PREMIUM

SECTION 1. Where Employees are required to work in steel-cased drill holes which are in excess of 1,000 feet and less than 2,500 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the Employee shall receive a premium of seventy-five

cents ($0.75) per hour above their straight-time rate of pay for actual hours spent working in the steel-cased drill holes.

SECTION 2. Where Employees are required to work in steel-cased drill holes which are at least 2,500 feet deep and less than 5,000 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the Employee shall receive a premium of one dollar and twenty-five cents ($1.25) per hour above their straight-time rate of pay for actual hours spent working in the steel-cased drill holes.

Employees who receive the premiums above are not entitled to the Underground Premium as well.

2. **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, (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.

3. **UNDERGROUND PREMIUM**

Employees assigned to work underground shall receive a full shift premium of fifty cents ($0.50) per hour above their straight-time rate of pay. Employees who receive this premium are not entitled to the Cased Shaft Premium as well.

4. **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 straight-time rate of pay for actual hours spent in re-entry work.

D. 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, 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.

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

E. 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.

F. 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.

G 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.

APPENDIX C

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

The following are special provisions effective October 1, 2025 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 **$68.00** 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^{th}) 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 $51.00)** 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 $110.00)** 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^{th}) 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 **$16** for Breakfast, **$19** for Lunch, **$28** 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 **$68.00** 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^{th}) day M&I allowance provided the Employee stays in lodging in Tonopah Employees will receive 75% of the Federal CONUS per diem rate **(currently $51.00)** 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 $110.00)** 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^{th}) 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 **$68.00** 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^{th}) day M&I allowance provided the Employee stays in lodging in Tonopah. Employees will receive 75% of the Federal CONUS per diem rate **(currently $51.00)** 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 $110.00)** 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^{th}) 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
Wages and Fringe Benefits: (Applicable to Bargaining Unit Employees Only)	• Higher Difference between NNSS Package and DB Package added to NNSS Base Wage • Add $3/hr. Zone Pay to Wage (if none in DB) • Fringes: Per NNSS PLA	• Wages: Per NNSS PLA • Fringes: Per NNSS PLA	• Higher Difference between NNSS Package and DB Package added to NNSS Base Wage • Add $3/hr. Zone Pay to Wage (if none in DB) • Fringes: Per NNSS PLA
Transportation: (Company Provided From Las Vegas and/or Pahrump)	• To Beatty - Beginning and end of each week • To and from Beatty to reporting point at jobsite each work day	**Lodging at NTTR/ Base Camp Provided:** • To NTTR/Base Camp - Beginning and end of each week • To and from NTTR to reporting point at jobsite each work day **Off-Site Lodging Available:** • To Tonopah - Beginning and end of each week to and from Tonopah to reporting point at jobsite each work day	**Lodging at NTTR/ Base Camp Provided:** • To NTTR/Base Camp - Beginning and end of each week • To and from NTTR to reporting point at jobsite each work day **Off-Site Lodging Available:** • To Tonopah - Beginning and end of each week to and from Tonopah to reporting point at jobsite each work day
Meals and Incidentals (M&I):	**Employees who stay in Lodging shall receive:** • **$68** per day worked for M&I except days of arrival and departure • **$51** (75% of M&I) on Arrival and Departure Days • Employees required to work 6 straight days (who stay in lodging in Beatty) are eligible for 7th day M&I allowance **No Lodging Elected:** No M&I Allowance	**Lodging at NTTR /Base Camp Provided**: • Meals Provided at no cost to Employee • When meals not available, Employees receive appropriate meal allowance for each meal not provided **Off-Site Lodging Available:** • **$68** per day worked except days of arrival and departure • **$51** (75% of M&I) on Arrival and Departure Days • Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day M&I allowance **No Lodging Elected:** No M&I Allowance	**Lodging at NTTR /Base Camp Provided**: • Meals Provided at no cost to Employee • When meals not available, Employees receive appropriate meal allowance for each meal not provided **Off-Site Lodging Available:** • **$68** per day worked except days of arrival and departure • $51 (75% of M&I) on Arrival and Departure Days • Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day M&I allowance **No Lodging Elected:** No M&I Allowance
Lodging:	**$96** per day maximum reimbursement (Receipt Required)	**NTTR/USAF Base Camp:** Lodging Provided at no cost to Employee **Off-Site Lodging Available:** • **$110**per day maximum reimbursement (Receipt Required) • Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day lodging reimbursement (max. **$110**) **No Lodging Elected:** No reimbursement	**NTTR/USAF Base Camp:** Lodging Provided at no cost to Employee **Off-Site Lodging Available:** • **$110** per day maximum reimbursement (Receipt Required) • Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day lodging reimbursement (max. **$110**) **No Lodging Elected:** No reimbursement
Location Allowance:	**Lodging in Beatty Elected**: No Location Allowance **No Lodging Elected:** No Location Allowance No M&I Allowance	**Lodging at NTTR/Base Camp Elected**: No Location Allowance **Off-Site Lodging Provided/Elected:** No Location Allowance **No Lodging Elected:** No Location Allowance No M&I Allowance	**Lodging at NTTR/Base Camp Elected**: No Local Allowance **Off-Site Lodging Provided/Elected:** No Location Allowance **No Lodging Elected:** No Location Allowance No M&I Allowance