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Title: **Associated General Contractors Association and Laborers International Union of North America (LIUNA), Local 872 (2005)**

K#: **889**

Employer Name: **Associated General Contractors Association**

Location: **NV Southern**

Union: **Laborers International Union of North America (LIUNA)**

Local: **872**

SIC: **1600** NAICS: **23622**

Sector: **P** Number of Workers: **2000**

Effective Date: **07/01/05** Expiration Date: **06/30/10**

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To the Members of Local 872

We are pleased to bring to you this Labor-Management Agreement. Its provisions are the result not only of the energy and effort of your Negotiating Committee, but also of the input by many of you who attended meetings, gave us ideas and finally, ratified this package.

Your participation is much appreciated. As you all know, we are in a period in which non-union and anti-union pressures have been relentless. It takes the constancy of the members standing solidly behind the negotiators to protect the gains we have achieved over many years of tough bargaining.

This union continues to prosper because it continues to offer employers a service they can't obtain in any other way than through a Union Contract. This Agreement gives a pledge to employers that they will have available top quality Laborers whose training and skills are second to none. This means that each member has an obligation to provide a fair days work for a fair days pay and to show by the excellence of his or her performance that Union Laborers are the best investment an employer can make.

It is good to know that I can count on each and every one of you. You have my thanks and my best wishes for a safe and secure future.

Fraternally,

Thomas White

Thomas White,
Business Manager-Secretary Treasurer

And Laborers Local #872 Executive Board –

David "McUnion" McCune - President
Ronnie "Hollywood" Norwood – Vice President
Patrick "Zeek" Donnan – Recording Secretary
Keith Martial – Executive Board
Frank Ocegueda – Executive Board
Victor Espinoza – Executive Board

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Labor Agreement
Between
Associated General Contractors Association
And
Laborers International Union of North America
No. 872

THIS AGREEMENT, entered into this **1st day of July 2005**, on behalf of those eligible Contractors who now and/or hereafter may have designated **Associated General Contractors Association** (hereinafter known as the AGC), parties of the first part (hereinafter referred to as the "Contractors" or "Employers"), and the **LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 872,** parties of the second part (hereinafter referred to as the "Union").

WITNESSETH:

PURPOSES:

WHEREAS, the Contractors are engaged in general contract construction work in Southern Nevada; and,

WHEREAS, in the performance of their present and future contracting operations, the Contractors are employing and will employ large numbers of Laborers; and,

WHEREAS, the Contractors desire to be assured of their ability to procure employees for all of the work which they may do in the area hereinafter defined as Southern Nevada in sufficient numbers and with the necessary skill to assure continuity of work in the completion of their construction contracts; and,

WHEREAS, it is the desire of the parties to establish uniform terms and conditions of employment covering the Laborers employed by the Contractors, and,

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

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

ARTICLE 1
COVERAGE

A. This Agreement shall apply to and cover all employees of the Contractors employed to perform or performing construction work, as such employees and construction work are respectively more particularly defined hereinafter in Article II, Section A and Article IX of this agreement, throughout the area known as Southern Nevada, more particularly described as the counties of Clark, Lincoln, Esmeralda, Nye, and White Pine (South of U.S. Hwy. 6). It is recognized that work covered by the Construction Project Agreement at the Nevada Test Site shall be excluded from the coverage of this Agreement.

B. All work performed in the Contractors' warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement, and all of the production or fabrication of materials by the Contractor for the use on this project, shall be subject to the terms and conditions of this Agreement.

C. All work performed by the Contractors and all services rendered for the Contractors, as herein defined, by employees represented by the Union, shall be rendered in accordance with each and all of the terms and provisions hereof.

D. Any time the masculine gender is used in this Agreement, it shall apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

E. SUBCONTRACTING – If the Contractors, party hereto, shall subcontract job site work as defined herein, provision shall be made in such subcontract for the observance by said subcontractor of the terms of this Agreement covering such work. A subcontractor is defined as any person, firm or corporation who agrees under contract with the General Contractor, or his subcontractor, to perform on the job site any part or portion of the work covered by this Agreement, including the operation of equipment, performance of labor, and the furnishing and installation of materials.

E.1 SUBCONTRACTING - JOINT VENTURE

a. The purposes of this Paragraph 9 are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

b. In some instances a Contractor signatory hereto joint ventures with a non-union Contractor to bid on certain projects.

If the Contractor joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement.

However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

c. In the event this joint venture is successful in being low bidder and awarded, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the Signatory contractor partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement.

F. **WORK PRESERVATION** – A Joint Labor-Management Committee consisting of Union Contractors and the Union shall be established, and have the authority to target projects for the purposes of enhancing work opportunities for Laborers and Contractors performing work pursuant to this Agreement. These special conditions shall be established on an as needed basis and shall not be deemed a contract for the purpose of Articles VI.

This Committee shall meet for the purpose of securing competitive bids for signatory Contractors when bidding against non-signatory Contractors, or bidding in a market not normally covered under this Agreement.

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

H. **Qualifications:** Certain qualifications, knowledge, experience, and responsibility are required of everyone desiring to become an Employer in the industry. Therefore, no individual firm or corporation shall be considered qualified to become a party to this Agreement unless it meets the following qualifications: shall maintain a permanent place of business and/or shop with a business telephone, and must possess a current Nevada State Contractor's License, when applicable.

ARTICLE II – UNION RECOGNITION

A. The Union has claimed and the Employer is satisfied and acknowledges that the Union represents a majority of the Employer's employees in an appropriate bargaining unit for the purposes of collective bargaining. The Employer hereby recognizes the Union as the exclusive bargaining agent for all employees performing work within the Union's trade jurisdiction on all present and future job sites within the Union's geographical jurisdiction.

It is understood that the Union does not, at this time, nor will they during the term of this Agreement, claim jurisdiction over the following classes of employees: supervisors, guards and clerical workers, as defined by the National Labor Relations Act.

B. The Union hereby recognizes the Associated General Contractors Association, as the sole and exclusive bargaining representatives for their respective eligible members who are, or who become parties to this Agreement. (A certified roster of eligible members will be furnished without delay to the Union at the time of signing this Agreement and when the new members are accepted.) This Union agrees that during the term of this Agreement, they will not negotiate or enter into agreement with such members of the Associations. Parties to this Agreement shall be and continue to remain liable under this Agreement during the term hereof, even though said members shall resign from any of the participating Associations prior to the date set for the expiration of this Agreement.

C. In the employment of Laborers for all work covered by this Agreement, the following provisions, subject to the conditions of Article II, Section A above shall govern.

1. 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, and the fourth Laborer hired must be 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 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 to the Employer.

2. 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.

3. Subject to the foregoing, the individual Contractor is the sole judge as to the competency of all his employees and applicants for employment. The Contractors may reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Contractor. No employees shall be discharged or discriminated against for activities on behalf of, or representation of the Union not interfering with the proper performance of his duties.

4. The Union shall post in places where notices to applicants for employment with the Contractors are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in Article II of this Agreement.

5. All of the parties signatory hereto agree that any and all liability which may arise to any person in any proceedings in any court, or before any governmental agency, in connection with carrying out 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.

6. The parties also recognize that in some instances involving work to be performed for public authorities, preference must be given to an applicant residing in the area in which the work is located. In order to reconcile this contractual obligation with the hiring procedures herein agreed to, the parties shall meet in a pre-job conference as provided in Article XVII, Paragraph 1-C.

7. Employees shall submit proper identification when reporting for work. No show up time or subsistence shall be paid to employees without proper identification.

8. The Employer shall be required to discharge any employee pursuant to this section within ten (10) days after receipt of written notice that said employee has failed to become or remain a member in good standing. Notwithstanding anything to the contrary there in this Article II shall not be applicable if all or part thereof shall be in conflict with applicable law.

ARTICLE III
STRIKES – LOCKOUTS
JURISDICTIONAL DISPUTES

A. It is the purpose and intent of the parties hereto that, except for: a) jurisdictional disputes; and b) claims, disputes and demands arising out of the Contractor's fringe benefit contribution obligations set forth in Articles XXIII and XXIV, all grievances or disputes arising in the interpretation or application of the terms of this Agreement shall be settled by the procedure set forth in Article IV hereof, and that except as provided for in Article XXIV, the Union, in whose behalf this Agreement is made, shall not call or engage in, sanction or assist in a strike not herein provided for against, or any slowdown or stoppage of the work of, the Contractor, and will require the employees it represents to perform their services for the Contractors on the work described herein when required by said Contractors to do so; and during the term of this Agreement, a Contractor signatory to this Agreement shall not cause or permit any lockout of the employees represented by the Union or on whose behalf this Agreement is made on work described herein. 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, provided that said picket line is in connection with a lawful labor dispute, sanctioned by the Southern Nevada Building and Construction Trades Council.

B. If a signatory Contractor is performing work on a project as a subcontractor during the construction of which such project is declared to be unfair by the Building and Construction Trades Council, and the work thereon is stopped for that reason, neither the Council, nor the Union shall be deemed to have violated this Agreement if during the period of said stoppage of work, the employees represented by such Union fail to perform their work on said project for the Contractor.

For the purpose of this Article III-B, "Subcontractor" is understood to mean where the signatory Contractor is doing only a part of the whole project, and applies where the signatory Contractor has received the contract for his portion of such a project from the General Contractor on the project.

C. All jurisdictional disputes shall be reduced to writing and submitted to the General Presidents of the affected Unions for final resolution – 1. Area Practice 2. Local Agreements

is the order in which jurisdiction shall be determined in Southern Nevada, the Contractor or his representative will be present at all local meetings to protect his interests and those of his client. During the consideration of such disputes by the General Presidents of the affected Unions, the Union shall not call or engage in, sanction or assist in a strike not herein provided for, or any slowdown or stoppage of the work, against the Contractor and the Contractor shall not cause or permit any lockout of the employees represented by the Union or no whose behalf this Agreement is made on work described herein. 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, provided that said picket line is in connection with a lawful labor dispute, sanctioned by the Southern Nevada Building and Construction Trades Council.

D. Nothing contained in this Agreement or any part thereof, or in this Article III or any part thereof shall affect or apply to the Union on whose behalf this Agreement is executed, or any of them, in any action they may take against any Contractor who has failed, neglected or refused to comply with or execute any settlement or decision reached through arbitration under the terms of Article IV hereof or any decision reached by the General President of the Union signatory to this Agreement under Section C above.

ARTICLE IV
BUSINESS AGENT AND JOB STEWARD AND SETTLEMENT OF GRIEVANCES AND DISPUTES

A. When employees covered by this Agreement are employed on a job, the Union shall designate a Job Steward, who shall be a Laborer referred to the Employer by the Union. The Job Steward shall perform his/her duties as Job Steward with the least amount of inconvenience to the Employer and the Employer shall allow the Job Steward a reasonable amount of time for the performance of such duties. The Job Steward is to work as an employee and not use the position as a Job Steward to avoid performance of the Job Stewards' duties as a Laborer. On overtime work, the Job Steward shall always be the second Laborer employed for overtime work if he is qualified to perform such work. The Job Steward is to work up to the completion of the job and shall be the second-to-last Laborer to be discharged as long as he/she is qualified to perform the remaining work.

B. The Job Steward may be discharged for cause. If the Job Steward is discharged without cause, the Job Steward shall be paid for all lost time up to 30 days only. The Union reserves the right in its sole discretion to remove any Job Steward as Job Steward. Prior to any lay-off of the Job Steward, the Contractors agree to notify the Union in writing 24 hours in advance and agree to meet with the Union if requested.

C. The Job Steward shall be provided, upon his/her request, with the name, social security number, and Employer copy of the Union's referral for all newly hired or transferred Laborers.

D. The term Job Steward as used in this Agreement means only those employees covered by this Agreement who have been trained and hold a current certification by the Union to serve as Job Steward.

E. The Job Steward shall monitor the Employer's compliance with the Agreement and shall receive disputes from covered employees. In the event that the Job Steward becomes aware of a grievance, the Job Steward shall immediately report it to the business agent or special representative who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative in accordance with the procedures set forth below. The Job Steward shall not stop the individual Employer's work for any reason or tell any employee covered by this Agreement that he cannot work on the job.

F. Such business agent or special representative or other previously designated representative of the Union and/or Trust Funds shall have access to the project during working hours and shall make every reasonable effort to advise the contractor or his representative of his presence on the project. The Trust Fund representative shall be accompanied by a business agent or have prior approval from the Contractor.

G. **Grievance and Arbitration Procedure**

Except as otherwise provided in this Agreement, and except for: a) jurisdictional disputes; and b) claims, disputes and demands arising out of the Contractor's fringe benefit contribution obligations set forth in Articles XXIII and XXIV, all disputes or grievances arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination and be resolved by the procedures set forth in this Article. The Employer shall have the right to file a grievance under this Article, and further agrees to waive its right to file any lawsuit alleging a breach of contract.

No grievance, dispute or complaint shall be recognized or have any validity unless called to the attention of the Contractor, in writing, by an authorized representative of the Union within fifteen (15) days of the time the circumstances giving rise to the grievance first occurred or of the time the Union reasonably should have known of the occurrence. The Contractor or his representative shall meet with the representative of the Union, and attempt to adjust the grievance between them on a job-level basis as promptly as possible, but in no event later than five days after notice of the grievance was given. If the parties at this step cannot resolve the grievance within the five day period, either party may notify the other party involved in writing that it invokes the next step.

If a settlement is not reached within five (5) days, the matter shall be submitted to a Board of Adjustment, appointed as follows: The Employer involved shall appoint two (2) members, or his designated representative, and the Union shall appoint two (2) members. A simple majority vote of the Board of Adjustments shall be final and binding on all parties and the grievant. In the event the Board of Adjustment does not reach a majority decision within three (3) days after a referral of the issue to the Board, either or both parties may refer the dispute or grievance to arbitration, and within fifteen (15) days, the grievance shall be referred to an impartial arbitrator for a final and binding decision. In the event the parties cannot agree upon the selection of an arbitrator, one shall be selected from a list of seven (7) names provided by the Federal Mediation and Conciliation Service.

The arbitrator's fee and all incidental expenses shall be paid equally by the parties. The arbitrator shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions of this Agreement. The Arbitrator may award, amongst other appropriate remedies, wages and/or fringe benefits. The Arbitrator may not award the cost of presenting or defending the grievance to either party.

a. There shall be established by this Agreement a Joint Labor Management Committee consisting of two (2) members appointed by the Union and two (2) members appointed by the Association, whose duties, among other things, shall be to meet quarterly and review issues of concern relating to the application of the Agreement.

Recommendations of the Joint Labor Management Committee shall be promptly referred to the negotiating parties to this Agreement for consideration.

ARTICLE V
CONFLICTING AGREEMENTS

This Agreement supersedes all existing labor agreements heretofore in effect between the Contractors and the Union.

ARTICLE VI
QUALIFICATIONS, MOST FAVORED NATIONS

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further that it will not by the adoption or amendment of any provision of its Articles of Incorporation, Constitution or By-Laws, or by contract or by any means whatsoever take any action that will prevent or impede it in the full and complete performance of each and every term hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on the behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signature purport to represent, and the local union on whose behalf the said parties are signing the said Agreement.

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

C. If, within the jurisdiction of this Agreement, the Union enters into any agreement with any employer or association that provides, contains or otherwise permits more favorable terms or conditions of employment to such employer or association than are provided for in this Agreement, then the Union shall notify the Association of such other agreement containing more favorable terms or conditions and each Contractor shall have the option to assume such other agreement. This Section does not apply to any site specific changes to terms and conditions that are granted under the Work Preservation provision in this Agreement or to any other collective bargaining agreement entered into by the Union which does not apply to on site construction work.

VII – HOLIDAYS

The following days are recognized as holidays for employees herein classified: New Years Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the respective crafts holiday rate of pay. No work shall be required on Labor Day, except in the case of extreme urgency when life or property is in imminent danger.

MARTIN LUTHER KING DAY – An Employee shall be allowed to observe Martin Luther King as a holiday without pay or penalty if notice is given by the Employee to the Employer not less than forty-eight (48) hours prior to the holiday.

ARTICLE VIII - CLASSIFICATIONS

A. Should the Contractor or any sub-contractor so defined in Article I, Section E employ employees in the prosecution of this work in occupations which are not covered by one of the classifications herein specified, such employment shall then be temporarily classified by the Contractor under the classification contained herein which will more nearly fit the particular character of the employment. Either party shall thereafter have the right to submit a dispute under this Section in the manner set forth in Article IV.

In the event another Union lays claim to work not covered by a classification herein, the Contractor shall make the assignment and temporary classification and the disputing claims shall be a jurisdictional dispute and treated as such strictly in accordance with the provisions contained in Article III.

B. The number of employees and the number of classifications of employees required to perform any operation covered by this agreement shall be determined by the Contractor, provided that if a Contractor, in determining the number of employees or the number of classifications of employees, shall lessen the number of employees customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article IV of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as to other pertinent factors.

C. Because the Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed on the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor saving devices; provided however, that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well established custom regulating such use where the work is being performed, including, but not limited to, the operation of equipment.

D. Wage rates shall be recognized as applying to classifications rather than to employees and any employee performing work shall be paid at the rate which the classification of his work calls for, except when it is necessary to temporarily transfer employees from one classification to another in which event such employees shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day.

When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that the employee be referred to the project by more than one union or employed at classifications of more than one craft. Abuse by any contractor of the privilege granted in this Section D shall subject him to withdrawal of the privileges for any appropriate period through the procedures established in Article IV.

ARTICLE IX – WORK COVERED

A. The work covered by this Agreement shall 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.

B. Tunnel work is specifically covered by an addendum to this Agreement herein contained, marked Article X Addendum A and made a part hereof.

C. In addition to the foregoing, this Agreement covers all watchmen, flagmen (all crafts), fire watchmen, traffic control person, including the operation of appropriate vehicles, laborers, construction specialists, concrete specialists, foremen (general, grade, pipe, concrete, forms, seeding, asphalt, clearing and grubbing, clean-up stone-laying) in the performance of: the laying of all types of pipe and conduit; the spreading and pouring and raking and tamping of all asphalt and concrete materials and the bull floating (strike off) of all concrete; the laying of all types of stone or manufactured curb, rip-rap, paving blocks, concrete blocks (paving), slope paving, Belgium Block; assembling and placing of Gabion and all similar types of baskets; the handling, loading and unloading and stringing of all materials, the handling, loading and stringing of all wood products by hand or power; the sharpening of all air tool bits and drills and bull points; laying, spreading and storing of all tarpaulins, the operation and maintenance of Bo Mag Rollers; (tending of all Crafts regardless of work being performed in Southern Nevada by any and all methods; any and all types of heaters, fans, air conditioners, or other cooling devices to be tended, handled and fueled by laborers at all times; the handling, laying and placing of forms used for curbing, gutters, roads, and sidewalks and the stripping of same, the placing, setting and maintenance of all flares, blinker lights and reflectors; the cutting and chipping of all joints; the handling, loading, unloading, distributing and erecting of chain-link fence; handling and erecting of wire fence; overhead signs; handling and moving all furniture; handling and placing of wire mesh on roads and bridges; guard rails; the sandblasting and applying of sealers and hardeners and epoxy on concrete and asphalt work; asphalt striping and other asphalt painting; the nozzle operations on sandblasting and guniting operations; the signing of all materials, manufactured or otherwise, which are handled or put in place by laborers, the handling, the loading and unloading and distribution and installation of all guard rails, highway signs, and road markers; attending to, handling, and fueling single diaphragm pumps, insulation pumps, plasterer pumps, monocoat pumps, grout pumps, and pumps up to and including 2" pumps; laying out, moving, connecting, storing and handling all hoses for all pumps; the operating of all types of machines used to seal any type of joints; the operating and servicing of mortar mixers (including, but not limited to, maxi

mixers and/or mega mixers) and conveyers used in laborers' and bricklayers work regardless of number; the operating and servicing of all rock drilling machines; the blasting and dynamiting of all rock; welding (excluding machinery, tools, structural steel); installation of manholes and catch basins; the placing of all pre-cast and pre-stressed materials, except when placed or installed by the manufacturer pursuant to its collective bargaining agreement; handling, unloading, loading, assembling and laying of all multiplate; the operating of all air, gas, electric, oil and other types of motor driving tools including all pusher type equipment; all walk behind saws, all concrete saws, drilling and coring equipment; all casings and augers on all drilling rigs; the handling, tending and maintaining of all generators; lasers when used for laborers work on grading, setting and leveling; landscape nurseries; sound barrier installation; demolition or dismantling for all purposes; hazardous waste work to include chemical cleanup, drum handlers, transformers, divers, infra-red destruction machines, plasma arc plants, warehouse storage loading and unloading, safety men, asbestos removal, video x-ray operation; the unloading, loading, handling, stringing, and tending of all brick, all block, all stone and all other masonry products; the paving of all stone and brick products; mason finisher; water proofing, IBC barrier, except on structures; the operating and maintaining of the hydraulic seeder, concrete curb machine, asphalt curb machine, snorkel, stump remover, self-propelled concrete saw, hydraulic motorized pin puller, scissor cars and all aerial man lifts. Bobcat incidental to trade and forklift. Installation and maintenance of all playground fixtures and equipment. The foregoing applies in the performance of all the aforementioned work and all other work coming under the jurisdiction of LIUNA unless state or local requirements dictate otherwise.

D. This Agreement also covers all removal, abatement, encapsulation or decontamination of asbestos, lead and other toxic and hazardous waste or materials, which shall include but not be limited to: the erection, building, moving, servicing and dismantling of all enclosures, scaffolding, barricades, decontamination facilities, negative air machines for asbestos removal, etc.; the operation and servicing of all tools and equipment normally used in asbestos removal or abatement of such waste or materials, including, without limitation, negative air machines for asbestos removal; the sorting, labeling, bagging, cartoning, crating, packaging and movement of such waste or materials for disposal; the clean up of work site and all other work and stand-by time incidental to the removal, abatement, encapsulation or decontamination of such waste or materials; and the performance of safety watch duties on job sites where work is performed under this Agreement.

E. This Agreement also covers the following, but is not limited to:

1. The preparation of trenches, and footings for above ground or underground lines or cables.

2. The handling of all rods, mesh and material for use in reinforcing concrete construction.

3. The rigging of pipe.

4. Trenches, Manholes-Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, ditches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and resurfacing

and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jack hammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Use and maintenance of all walk behind concrete saws, drilling and coring equipment, all augers and casings on drilling rigs. The leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution, laying and making of joints of water mains, water pipes, gas mains and all pipe including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and handling and placing of other materials for saddles, beds, or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping, welding, joining, underwater cable installation. Trenchless technology and directional boring shall be the work of the Laborer.

5. Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring, and cribbing; breaking of concrete backfilling, tamping, resurfacing and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra-cotta, ironstone, vitrified concrete, ductile iron, or other pipe and the making of joints for main or side sewers and storm sewers and all the pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure. Laying, leveling and making of the joint of all multicell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. Oil, brine, chemical transmission lines and related work, fiber optics, communication lines and cathodic protection.

6. Drilling and Blasting - All work of drilling, jack hammering, and blasting. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surface with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

7. Signal Men – Signal men on all construction work defined herein, including traffic control signal men or flagmen at construction sites.

8. Use of Tools – Operation of all hand, pneumatic, electric, motor combustion or air-driven tools or equipment necessary for the performance of work described herein.

9. All clean-up, including general, construction, janitorial, final, and micro cleaning; all cleaning and removal of debris, rubbish, and refuse of any type and kind for all trades on all jobs, and final cleaning operation on any project or part thereof before the project or any part thereof is turned over to the owner.

10. Provision of drinking water to all trades per OSHA standards (29 CFR Part 1926 Subpart D). Contractor shall provide adequate restroom facilities per OSHA standards (29 CFR Part 1926 Subpart D).

F. This Agreement shall also cover all work traditionally performed by Laborers within the jurisdiction of this Agreement.

G. 1. Plaster Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials, to such mechanic, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit for such purpose, including forklifts.

2. Unloading, handling and distribution of all materials, fixtures, furnishings, and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

3. Drying of plaster, concrete, mortar, or other aggregate, when done by salamander heat or other drying process.

4. Cleaning and clearing of all debris, including all clean-up regardless of craft, construction clean-up including final construction clean-up before TCO is issued will be performed by Laborers. If clean-up composite crews are utilized, the work shall be performed by Laborers only. Wire brushing of windows, scraping of floor, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction. The general clean up, including sweeping, cleaning, wash down and wiping of construction facility, equipment; and furnishing and removal and loading or burning of all debris including crates, boxes, and packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratories and all fixtures and facilities therein. Clean up, mopping, washing, waxing and polishing or dusting of all floors. Tool trailers and light tool repair.

5. The aging and curing of concrete, mortar, and other materials applied to walls, floors, ceilings, and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by any mode or method.

6. Laborers will perform the erection, planking, and removal of all scaffolds for lathers, plasterers, bricklayers, and other construction trade crafts as well as the

building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. Where self-supported scaffolds or specially designed scaffolds are built by Carpenters, Laborers shall tend Carpenters on erection thereof; the dismantling of said scaffolds as well as preparation for foundation or mud stills of said scaffolds and maintenance of same shall be done by Laborers.

7. Dust control/single axle dump trucks and water trucks on intermittent use.

8. Street sweepers and vacuum trucks.

9. Contractor will supply all protective clothing for hazardous conditions, hardhat, safety glasses, hearing protection, concrete boots, rubber gloves, concrete shovels, asbestos suits, and respirators per OSHA (29 CFR Part 1926 Subpart E – P.P.E. and Life Saving Devices). The Employer is not responsible for steel-toe boots unless mandated by awarding body or State law.

ARTICLE X
ADDENDUM A - TUNNEL WORK

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

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, the Association and the Union shall meet to resolve the dispute.

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

a. The construction, laying and maintenance of all railroad tracks.

b. All mining work, including the manning, running and/or handling of all boring equipment, mole machines and continuous mining equipment; all drilling regardless of type or method used for work covered by this Agreement; and all loading, shooting and handling of all powder, including splitting and making primer.

c. Support craft for underground users and other crafts.

d. Timbering, whether wood or steel, including cutting, welding, handling and placing of all ribs, lagging, liner plate and other ground support.

e. All rock bolting and placing of rock restraining wire.

f. Mucking and dumping, including all cable and/or hose tenders, swampers (brakemen and switchmen) on muck trains and timber trains, and pushing or pulling of any cars, including man-trips.

g. Handling and extending all water, air and vent lines for or in the tunnel or tunnel shaft.

h. Installations of combination guides and utility lines in steel-lined drill holes being converted to shafts for mining operations.

i. Manning of cherry picker and/or car passers while mucking.

j. Small pumps in tunnels and tunnel shafts.

k. Concrete work, including gunite and shotcrete pots (wet and dry) grouting, dumping of agitators, raising setting and moving of forms, including slip forms, in shafts and tunnels.

l. Handling all rods and other material for use in reinforced concrete.

m. Stripping all forms and all cleanup work.

n. Tool Crib -- all sharpening of bits and steel nippers.

o. All dry housemen and chuck tenders.

p. All air tuggers, conveyors, kemper pneumatic placers and all similar type equipment, including slushers.

q. The monitoring of ingress and egress at the tunnels or shafts where required.

r. Outsideman/Expediter.

s. The monitoring and testing of tunnel/shaft water.

t. Assist in the assembly of muck handling conveyors.

u. Alpine Spotter /Lamp Man

v. Pipe Jacking

ARTICLE XI
LABORERS WAGE RATES

A. WAGE RATES

1. The hourly wage rates for classifications of work covered by this Agreement are contained in Article XI, incorporated herein as part of this Agreement.

No employee presently receiving total compensation (i.e. payment of wages and payment to applicable trust funds) under this Agreement shall suffer any reduction in such compensation by reason of the execution of this new Agreement.

CLASSIFICATIONS AND WAGE RATES

GROUP I $ 21.80

Dry packing of concrete and filling of form bolt holes
Fine grader, highway and street paving, airport runways and similar type heavy construction
Gas and oil pipeline laborer
Guinea chaser
Laborer, general, construction or demolition
Laborer, packing rod steel and pans
Laborer, temporary water lines (portable type)
Landscape gardener (Must have knowledge of plant materials and how to plant them. Lays out plant arrangements to-follow the landscape plan)
Nurseryman
Tarman and mortar man, kettle man, potman and man applying asphalt, lay cold creosote, fine and similar type materials. ("Applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and water proofing.)
Underground laborer, including caisson bellowers
Window cleaner
Scaffold Erector - (Excludes Tenders)
Fence Erector - Chain Link; Mortarless, Barrier Wall and/or Retaining Walls;
Mechanical Stabilized Earth Wall
Material Handler - (incidental to trade)
Construction cleanup (picking up debris, sweeping, scraping and janitorial work, including final clean-up), except as provided in Group 1A below.
Note: The construction clean-up rate is to be included in the Group I on same date as the Laborers' Local 872 Apprenticeship and Training standards are approved by the Bureau of Apprenticeship and Training, and/or Nevada State Apprenticeship Council.
Tool Crib
Light Tool Repairman
Certified Firewatch

Group 1A **$ 17.04**

Effective for jobs bid on or after July 1, 2005, final clean up shall be paid at the rate of $17.04 per hour. Final clean up subject to this rate shall mean: polishing furniture, polishing stainless steel in hotel kitchens, sweeping and vacuuming hallways and finished rooms and completed casino areas, washing windows on first floor and similar duties.

GROUP II **$ 22.01**

Asphalt raker, ironer, spreader, and luteman
Buggymobile man
Cesspool digger and installer
Chuck tender (except tunnels)
Gas and oil pipeline wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching machines, impact wrench multi-plate and similar mechanical tools not separately classified herein
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

GROUP III **$ 22.11**

Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement beaker
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer pipe, drain pipe and underground tile
Cement dumper (on one yard or larger mixers and handling bulk cement)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Concrete saw man, excluding tractor type, cutting scoring old or new concrete
Operator of cement grinding machine
Rock slinger
Scaler (using boswain chair or safety belt or power tools under 100 feet)
Forklift - A journeyman shall hold Forklift certification at time of referral for duration of employment.
Hodcarrier-Mason Tender/Mason Finisher
Decorative Rock Installer - (Ponds, Waterfalls, Etc.)
Shotcrete/Gunnite

Group III-A **$ 22.61**

Placement of all concrete, including red concrete by any means
Mud cutter
Concrete vibrator operator, all sizes
Concrete Dumper
Slickline/Hoseman/Dumpman

GROUP IV **$ 22.20**

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
Sandblaster (nozzleman)
Steel header-board man

GROUP V **$ 22.30**

Driller (core, diamond or wagon), Air track drill (all types)
Joy driller model TW-M-2A. Gardner-Denver model DH 143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

PRIVATE GROUP VI
Miner and Bullgang

Shaft, Raise, Stope Miner	$ 23.54
Miner - Tunnel (Hardrock)	$ 23.04
Bull Gang, Mucker, Trackman	$ 22.79
Miner - Welder	$ 23.40
Pipe Jacking, Micro-Tunneling, Tunnel Boring Machine	$ 23.04
High-Scaler	$ 29.50

HOURLY FRINGE BENEFITS

Pension A	$ 6.12
Pension B (Annuity)	$ .80
Health/Welfare	$ 4.89*
Vacation	$ 3.32**
Training	$ 0.38
C.A.F.	$ 0.05
Total	$15.56

*Includes $0.02 for National Health and Safety, $0.02 for National LECET, $ 0.06 for NW LECET, and $0.13 for Southern Nevada LECET. **Includes Supplemental Dues and Political Action Contribution deductions, which shall be made from vacation pay upon receipt of appropriate signed authorization cards in the respective amounts authorized on the cards and paid to the Union and the Laborers Political Action League respectively. When working on Sunday and holidays there will be an additional $1.50 per hour paid to Plan B Pension Fund.

BULLGANG FOREMAN'S RATE:
$ 2.00 more than Bullgang Rate

SHIFTER'S RATE:
$2.75/hour above highest paid craft

Change House

Section I. 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 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 II. Short, dry tunnels are exempted from the provisions of this Article if bathing facilities are generally available in nearby living areas. This applies to micro-tunneling and small bore pipe jacking jobs in the greater Las Vegas and/or Henderson areas such as intersections and micro tunneling under roadways, and does not apply to large tunnel boring machine jobs such as water and sewer tunnels and transportation systems.

GROUP VII
ENVIRONMENTAL SPECIALIST ..... $ 22.11*
*($0.50 Wage Rate above Group III when wearing protective suit or respirator)

1. Asbestos Abatement
2. Lead Abatement
3. Hazardous Waste Abatement
4. Petro-Chemical Abatement
5. Radiation Remediation
6. Microbial Remediation

EMPLOYEES SHALL BE PROPERLY CERTIFIED AND/OR LICENSED AT TIME OF DISPATCH.

GROUP VIII - PLASTER TENDER

Base Rate	$23.20
Pension A	$ 4.70
Pension B (Annuity)	$ .80
Health/Welfare	$ 4.89*
Vacation	$ 3.32**
Training	$ 0.38
C.A.F	$ 0.05
Total Fringes	$14.14
TOTAL HOURLY PACKAGE	$37.34

* Includes $0.02 for National Health and Safety, $0.02 for National LECET, $ 0.06 for NW LECET, and $0.13 for Southern Nevada LECET. **Includes Supplemental Dues and Political Action Contribution deductions, which shall be made from vacation pay upon receipt of appropriate signed authorization cards in the respective amounts authorized on the cards and paid to the Union and/or the Laborers Political Action League respectively. When working on Sunday and holidays there will be an additional $1.50 per hour paid to Plan B Pension Fund.

FOREMAN: $ 2.00/hour above base rate
GENERAL FOREMAN: $3.00/ hour above base rate

MISCELLANEOUS

Watchman.....$18.80
Shop Maintenance.....$18.80
Flagger.....$20.30

NOTE:

Rigging shall be the same wage scale as classification to which the rigging is incidental.

Welders referred from the Union Hall shall have the necessary qualifications to pass a certification test at the job site.

Welding performed by certified welders in connection with Laborers work shall carry a premium of $1.00 per hour over the classification of General Laborer.

ARTICLE XII
CRAFT FOREMEN

A. An employee designated by the Contractor as a foreman shall be paid at a rate of $ $2.00 per hour more than the highest laborer's wage classification supervised. A general foreman shall be paid at the rate of $3.00 per hour more than the highest laborer's wage classification supervised. A foreman designated to supervise other foremen shall be classified as a general foreman.

B. The necessity for the number of, and the selection of, foremen shall be solely determined by the Contractor except that after three or more Laborers, one will be appointed Foreman and shall not supervise more than twelve (12) Journeymen and/or Apprentices. After two or more Foremen, one shall be appointed General Foreman. It is not the intent of the Contractor to assign the duties and responsibilities of the foreman to an employee without designating such employee as foreman and paying him in accordance with Section A above. It is understood that a foreman shall be an employee employed within the jurisdiction of Local 872. Any lay-off checks will be given to employees by their immediate Foreman, General Foreman, or Supervisor.

ARTICLE XIII
SCHEDULE B
CONTRIBUTIONS

SCHEDULE B
CONTRIBUTION PAYABLE TO TRUST FUNDS

7/1/05

Pension Plan A	$ 4.70
PensionPlanB (Annuity)	$ .80
Health Welfare	$ 4.89*
Vacation	$ 3.32**
Training Fund	$ 0.38
C.A.F.	$ 0.05
Total Fringes	$ 14.14
Total General Laborer package	$ 35.94

*Includes $0.02 for National Health and Safety, $0.02 for National LECET, $ 0.06 for NW LECET, and $0.13 for Southern Nevada LECET. **Includes Supplemental Dues and Political Action Contribution deductions, which shall be made from vacation pay upon receipt of appropriate signed authorization cards in the respective amounts authorized on the cards and paid to the Union and/or the Laborers Political Action League respectively. When working on Sunday and holidays there will be an additional $1.50 per hour paid to Plan B Pension Fund. The Union and the Employer agree that when Employees are working in a Supervisor position above General Foreman the Employer may make payments into the Laborers Health and Welfare Fund, Laborers Pension Plans A and B, Laborers Vacation, and Training Fund on the basis of 160 hours per month in accordance with the Schedule set forth in the Master Labor Agreement regardless of the hours worked by said Employee in one month. When the Employer chooses this option, it must continue for the duration of the Employee's employment.

The above contributions will be made on the basis of straight time or overtime hours worked or paid each employee under the terms of this Agreement.

Foreman's base rate: $2.00 per hour more than the highest Laborer base rate classification supervised.

General Foreman's base rate: $3.00 per hour more than the highest Laborer base rate classification supervised.

ARTICLE XIV
APPRENTICESHIP

A. 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.

B. The Training Trust may establish a Joint apprenticeship and Training Committee as may be authorize 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.

C. There shall be a minimum length of training of 4,432 hours consisting of 4,000 hours of on-the-job training and 432 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 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.

D. The Employer shall employ Apprentices, when available, at the following ratios: One (1) Apprentice for the first Journeyman and not more than one for every three (3) Journeymen thereafter: One (1) Apprentice for every three (3) Journeymen on a company wide basis when available. Job shall not exceed Apprentice to Journeyman ratio at any time.

1 Journeyman - 1 Apprentice
2 Journeyman – 1 Apprentice
3 Journeyman – 1 Apprentice
4 Journeyman – 1 Apprentice
5 Journeyman - 1 Apprentice
6 Journeyman – 2 Apprentices
7 Journeymen - 2 Apprentices
8 Journeymen - 2 Apprentices
9 Journeymen - 3 Apprentices
10 Journeymen - 3 Apprentices
11 Journeymen - 3 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 work force as a whole, and not to a particular work site of the ambulatory contractors.

Apprenticeship and Training
Apprentice Rate of Pay and Benefit Schedule

Effective July 1, 2005

1st 500 Hours (50% Apprentice)

Group I Wage Rate @ 50%	$10.90
Health & Welfare @100%	$ 4.89*
Vacation @ 50%	$ 2.07**
Pension A @ 50%	$ 2.35
Pension B (Annuity) @ 50%	$ .40
Training @ 100%	$ .38
C.A.F.	$ .05
Total Fringes	$10.14
Total Package	$21.04

2nd 500 Hours (60% Apprentice)

Group I Wage Rate @ 60%	$13.08
Health & Welfare @100%	$ 4.89*
Vacation @ 60%	$ 2.32**
Pension A @ 60%	$ 2.82
Pension B @ 60%	$ .48
Training @ 100%	$ .38
C.A.F @ 100%	$ .05
Total Fringes	$10.94
Total Package	$24.02

2nd 1000 Hours (70% Apprentice)

Group I Wage Rate @70%	$15.26
Health & Welfare @ 100%	$ 4.89*
Vacation @ 70%	$ 2.57**
Pension A @ 70%	$ 3.29
Pension B @ 70%	$ .56
Training @ 100%	$ .38
C.A.F. @ 100%	$ .05
Total Fringes	$11.74
Total Package	$27.00

3rd 1000 Hours (80% Apprentice)

Group I Wage Rate @80%	$17.44
Health & Welfare @ 100%	$ 4.89*
Vacation @ 80%	$ 2.82**
Pension A @ 80%	$ 3.76
Pension B @ 80%	$ .64
Training @ 100%	$ .38
C.A.F. @ 100%	$ .05
Total Fringes	$12.54
Total Package	$29.98

4th 1000 Hours (90% Apprentice)

Group I Wage Rate @ 90%	$19.62
Health & Welfare @ 100%	$ 4.89*
Vacation @ 90%	$ 3.07**
Pension A @ 90%	$ 4.23
Pension B (Annuity) @ 90%	$ .72
Training @ 100%	$ .38
C.A.F	$ .05
Total Fringes	$13.34
Total Package	$32.96

* Includes $0.13 for So. Nevada LECET, $0.06 for N.W. LECET. $0.02 for National LECET, and $0.02 for National Health & Safety.

** Includes $0.83 per hour/Supplemental Dues (upon Union's receipt of appropriate signed authorization card).

** Includes $0.05 per hour Political Action contribution (upon Union's receipt of appropriate signed authorization card).

The above (**) contributions shall be applied toward the vacation fund, taxed and then deducted accordingly.

And on completion of the 4,432 hours of training, one-hundred percent (100%) of the General Laborer wage package.

ARTICLE XV
APPENDIX B
OUT OF WORK LIST

APPENDIX B

Out of Work List

When the Local Union is accepting new applications for employment, the following shall apply:

(The application list, as referred to in Article II, Section C (1) of this Agreement shall be inclusive of the following):

"A" List - Applicants for employment who have 4,000 hours of experience as a construction laborer.

"B" List – Applicants for employment who have at least 500 but less than 4,000 hours of experience as a construction laborer.

"C" List - Applicants for employment who have less than 500 hours of experience as a construction laborer, and have successfully completed the construction industry aptitude test, which will be administered by Laborers Local #872 Training Center.

Apprenticeship List - Applicants for employment who have been indentured into the Southern Nevada Laborers Local 872 Training Program, as approved by the Nevada State Apprenticeship Council.

ARTICLE XVI
COMMON WORKING RULES FOR CRAFTS

The following working rules shall govern the employment of employees working under the jurisdiction of the Laborers International Union of North America, Local Union No. 872, in the performance of work covered by the terms of this Agreement.

A. 1. SINGLE SHIFT

Eight (8) consecutive hours, exclusive of lunch period between 4:30 a.m. and 4:30 p.m., shall constitute a day's work, Forty (40) hours, Monday 4:30 a.m. through Friday 4:30 p.m., shall constitute a week's work. During Daylight Savings Time months, start time may be modified. All time worked in excess of eight (8) hours, exclusive of lunch period, in a twenty-four (24) hour period or all time worked in excess of forty (40) hours per week and all time worked before 4:30 a.m. and after 4:30 p.m. and all work performed on Saturdays, Sundays and holidays shall be paid at the applicable overtime rate.

The reporting point for the start of the shift shall be at the gang box or job trailer if the building is less than six (6) stories in height, and at the ground level entrance of the elevator on jobs where the building is in excess of six (6) stories in height. Employees shall be allowed a maximum of 15 minutes clean-up prior to the end of each shift. If the Employer does not provide sufficient parking within five hundred (500) yards of the reporting point, reporting time shall commence at the parking place.

The parties to this Agreement agree there shall be one ten minute, unorganized break at their work station during the first half of the shift and one ten minute, unorganized break at their work station during the second half of the shift as long as it does not interfere with production.

The Employer may establish an early starting time, or special shift if directed by Owner or awarding body and proper documentation must be provided, by first notifying the Union, in writing, and agreed to by the Union, at least twenty-four (24) hours prior to the shift change, if working hours are outside those contained within this Agreement. Overtime premiums shall not apply if proper notification is made, and agreed upon by the Union. The permission of the Union shall not be unreasonably withheld.

The Employer may, after first notifying the Union, work a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 4:30 a.m. and 6:30 p.m., Monday through Thursday, or Tuesday through Friday but not both, providing all basic trades on the work site work the same shift. The four day work week shall remain in effect for a minimum of one week. On four ten hour shifts, if employees are required to work on their first or second scheduled day off, they shall be paid time and one-half (1 ½) for the first ten (10) hours. If employees are required to work on their third scheduled day off, and all other hours not mentioned above, they shall be paid at the double time rate.

2. **MULTIPLE SHIFTS:**

When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that employees working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Article XVIII, (Public Works), Special Shifts. It is understood that a single and multiple shifts may work concurrently on a project.

When shifts are worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The second shift shall work seven and one-half (7 ½) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hour's straight time shall be paid, Monday through Friday.

All time worked or hours paid for after the above-specified work shifts in any one day or Saturday, Sunday and holidays shall be paid for at the applicable overtime rate.

3. **SHIFT OVERTIME:**

A. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work. Any time worked from Friday midnight to Sunday midnight or on holidays, outside the regular shift shall be paid for at the appropriate overtime rate. It is agreed that the Contractors and the Union may mutually agree upon different starting or quitting times for any of the above mentioned shift arrangements, per bid specifications.

Workers who are not employed on the job, or specific crew, during the regular working hours, shall not be permitted to work overtime on such job or crew until workers on that specific crew are given the first chance of refusal of said overtime work, if they are qualified to perform said work, then any other worker on that job site is offered an opportunity to work overtime, if they are so qualified, except where specialized work is to be performed and provided there is not sufficient number of specialty workers on the job.

B. , Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of the previous shift not to report, and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four hours are worked in any one day, shall receive not less than six (6) hours' pay and if more than six (6) hours worked in any one day, shall receive not less than eight (8) hours' pay therefore, unless prevented from working for reasons beyond the control of the Contractor, including but not limited to, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time the employees are not required or requested to remain on the project by the Contractor or his agent. If an employee reports for work, and has not been told by the Employer that there will be no work due to an interruption, the employee shall be paid two (2) hours show-up pay at the applicable rate. If the employee is assigned work, and there is an interruption of the work, beyond the control of the Employer, as stated above, the employee shall receive a minimum of four (4) hours at the applicable rate. If the Employee has worked more than four (4) hours, and less than eight (8) hours, and there is a discontinuance of work, beyond the control of the employer, the employee shall receive actual hours worked at the applicable rate.

When working four tens, any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for three hours at the stipulated rate for so reporting unless he has been notified before the end of the previous shift not to report, and any employee who reports for work and for whom work is provided shall receive not less than 5 hours pay and if more than five hours are worked in any one day, shall receive not less than ten hours' pay therefore, unless prevented from working for reasons beyond the control of the Contractor, including but not limited to, such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time the employees are not required or requested to remain on the project by the Contractor or his agent.

It is understood that on jobs or projects where employees are assigned to work with or in support of other crafts whose normal workday is less than eight (8) hours, the requirements of paragraph B above shall apply.

C. Employees shall travel to and from the job on their own time and by means of their own transportation. The employee shall not be required to carry material or company tools at any time in their private automobile.

D. An uninterrupted, established unpaid meal period of one-half (½) hour shall commence after the fourth hour and before the end of the fifth hour after the start time of each shift. If employees are required to work more than five (5) hours without a meal period, they shall receive a one-half (½) hour's pay at time and one-half (1 ½). In no event shall an employee be required to complete a full shift without a one-half (½) hour uninterrupted meal period. If an employee is not afforded an uninterrupted one-half (½) hour meal period during their regular shift, they shall be paid an additional one-half (½) hour of pay at time and one-half (1 ½). If employees are required to work more than ten (10) hours in a workday, or past 6:30 p.m., they shall be afforded a one-half (½) hour meal period for each five (5) hours after the established lunch period.

E. All wages must be paid by negotiable check showing all deductions, on the job site weekly on Thursdays for four (4) ten (10) hour shifts, and Fridays no later than one-half (½) hour before quitting time. A special payday may be established upon mutual agreement of the parties, however, the Employer may not hold back more than five (5) working days' pay under such special payday. When employees are laid off or discharged, except for cause, they must be paid in full, all monies due, at the time of such layoff or discharge, except for cause. In the event the employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, seven (7) days per week, until the time such payments have been made or in accordance with state law.

When employees are paid by check on other than a local bank, the Employer must make arrangements for a local bank to honor his checks. Errors in final paychecks shall be brought to the attention of the Union within ten (10) working days, and if not corrected by the Employer within one (1) working day of notification by the Union, waiting time shall apply, unless caused by conditions outside of the Employer's control.

The Employer will not require a lien waiver as a condition precedent to receipt of a payroll check.

The Individual Employer shall show on the paycheck stubs the individual Employer's name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period.

An employee who voluntarily resigns or quits or is discharged for cause shall be paid all monies due not later than the employee's next regular payday.

ARTICLE XVII
ZONE PAY AND TRAVEL TIME

1. ZONE PAY, Public Works Projects

a. Employees covered by this Agreement performing work on public works projects shall be entitled to the following wage rates for all hours worked. Zone distances are calculated from the City Hall, Las Vegas, Nevada by the most direct route by public roadway to:

ZONE WAGE RATE:

Zone 1 (0-30Miles)
Base Wage Rate

Zone 2 (30-50 miles)
$1.50 above Base wage rate

Zone 3 (50 miles and over)
$3.25 above Base wage rate

Laughlin Area
$2.25 above Base wage rate

Boulder City is no longer a free zone.

b. An employee reporting for work at the regular starting time and for whom no work is provided shall receive the appropriate zone pay differential for eight (8) hours, in addition to show-up pay.

c. The Union and the Contractor recognize that at times there may be certain problems in connection with the manning of projects and therefore it shall be mandatory that a pre-job conference be held within seven days after written request from the Union or Contractor on jobs over $10 million on Heavy Highway and on Building with list of all sub-contractors in order to resolve such questions as to the number of employees to be brought in by the Contractor, the approximate number of employees to be hired locally, etc.

d. In cases where an employee is forced to leave a job prior to the end of his scheduled shift, as a result of an industrial injury, certified by medical evidence satisfactory to the Contractor, such employee shall suffer no reduction in wages for the balance of that day as a result of such injury.

e. Employees shall be given a rest period of not less than eight (8) hours between the termination of any overtime work and the commencement of another straight time shift except in cases of emergency. If said rest period is not provided to the employee, the employee shall remain on the same overtime status as the last hour worked on the previous shift.

ARTICLE XVIII
PUBLIC WORKS

PUBLIC WORKS - In the event an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates shall apply to that project for the duration of the project. In the event a public works job goes beyond two (2) years, the Employer agrees to pay appropriate maintenance of benefits throughout the remainder of the job, after said two (2) years.

The Employer may institute two (2) shifts of eight (8) hours each if called for in the awarding governmental agency bid specifications, with written notification from the Employer to the Union. This provision shall apply only to Public Works jobs.

Special Shifts:

A Special Shift may be established under the following conditions:
1. The bid specifications clearly state that the work can only be performed during times outside the regular work day, as specified in this Agreement; and
2. Prior, written notification is given to the Union 48 hours prior to start of shift when feasible.
3. The Union is provided with a copy of the section of the specifications stating that shift, and the awarding governmental agency number of the job.

MONETARY INCREASES:
The following increases become effective on the dates specified below:

July 1, 2005-$2.10 per hour package increase
July 1, 2006-$1.75 per hour package increase
July 1, 2007 - $ 1.75 per hour package increase
July 1, 2008- $ 1.75 per hour package increase
July 1, 2009- $1.75 per hour package increase

The Union reserves the right to allocate a portion of the increases to wages, Health & Welfare, Pension, Vacation/Supplemental Dues and/or Training Fund on the first day of July of each year during the term of the Agreement, by giving the Contractors not less than forty five (45) days prior written notice.

WAGE INCREASE/ALLOCATIONS

Wage increase/allocations to this Agreement shall be implemented and paid to employees within 45 days of receipt of written notification from the Union to the Employer, and be paid retroactive to the effective date of such increase/allocation. A penalty of one (1) hour straight time rate of pay will be paid to employees for each day of waiting time beyond the 45 days, until such Wage Increase/Allocation payments are made.

The Union shall have the option of distributing these increases to straight time hourly wage rate or Fringe Benefit/Contribution Funds. The Union agrees it shall notify the Employer at least forty-five (45) days in advance of the proposed effective dates of the allocation of such monies.

LIGHT COMMERICAL CONSTRUCTION

Light Commercial Construction shall be defined as all wood frame, concrete block, and poured-in-place concrete construction including tilt-ups, not more than two (2) stories in height, such as, but not limited to, shopping centers, stores, office buildings, and fast food establishments, but excluding hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed ten (10) million dollars, including pads, driveways, walkways, and patios; but excluding *condominiums, curbs, gutters, sidewalks,* and on-site underground utilities. Work covered by State or Federal prevailing wage laws is excluded from these provisions.

Employees, covered by this Agreement, performing on-site work on Light Commercial Construction may be paid seventy five percent (75%) of the regular wage rate for the classifications set forth in Schedule "A" of this Agreement. The wage rate contained herein may be adjusted to preserve work under this Agreement.

A Joint Labor-Management Committee consisting of three (3) Labor representatives and three (3) Management representatives shall be established, with the authority to exceed the limitations set out above as follows:

(i) Adjust the maximum five million dollars ($5M), up to ten percent (10%) based on work order changes during the construction of the project.

(ii) Apply the Light Commercial Construction rate to a project where the total cost is over five million dollars ($5M), but otherwise meets the definition in paragraph 2. In order to apply the Light Commercial Construction provision, the Employer must furnish, in writing, on the letterhead stationary of the Employer, a verification of its representation that the job/project is within such definition of Light Commercial Construction work.

The Joint Labor-Management Committee shall meet within five (5) days of a request from Labor or Management.

ARTICLE XIX
EQUAL EMPLOYMENT OPPORTUNITY

The Contractors and the Union mutually recognize the need for implementing equal opportunity to all qualified employees and applicants for employment without regard to race, color, creed, age, sex, handicap, veteran status, citizenship, marital status, disability, or national origin. This obligation extends to: Hiring, placement, upgrading, transfer or demotion, recruitment, advertising or solicitation for employment, promotion, layoff, termination, rate of pay and other forms of compensation.

The above policy is consistent with the objectives set forth by Presidential Executive Order 11246 and other Federal and State Governmental requirements.

The parties hereto mutually agree to cooperate fully in implementing methods to achieve these objectives.

ARTICLE XX
GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void, as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter into immediate negotiations thereon, nevertheless, the remainder of the Agreement shall remain in full force and effect, unless they are found to be wholly inseparable from the remaining portion of this Agreement .

ARTICLE XXI
CONTRACT ADMINISTRATION
AND INDUSTRY FUND

Each Employer covered by this Agreement shall contribute the sum of five (5) cents per hour for each hour worked by employees under the terms of this Agreement to the Contract Administration and Industry Fund. For the purpose of administering this Fund the individual Employer by becoming signatory to this Agreement does hereby designate the Employer Committee to act as agent in all matters concerning the Fund.

At any time during the term of this Agreement the Association signatory hereto shall give sixty (60) days' advance notice in writing to the Union, this clause shall become null and void and will be deleted from the Agreement effective on the date specified in such notice.

At any time during the term of this Agreement, the Contractors may, upon thirty (30) days advance written notice to the Union, increase the Contribution to the Contract Administration and Industry Fund not to exceed an additional three (3) cents per hour for each hour paid, with the option that all or a portion of any such increase may be designated to aid in funding an industry-sponsored affirmative action program. Such increase shall be an Employer contribution, added to the total package and shall not, in any manner, negatively effect the Employee's negotiated wage and/or benefits.

ARTICLE XXII
TERMS-TERMINATION-RENEWAL

The term of this Agreement shall commence on the 1st day of July, 2005, and continue until midnight, the 30th day of June, 2010, and for additional periods of one year thereafter unless sixty (60) days prior to midnight, June 30, 2010, or the end of any subsequent yearly period, the Associated General Contractors Association, Las Vegas Chapter (hereinafter in this Article referred to as the "Contractors") or the Laborers Local 872, (hereinafter in the Article referred to as the "Union") gives written notice by certified mail of its desire to modify, amend and/or terminate this Agreement.

It is agreed that if The Federal Davis-Bacon Act or State Prevailing Wage Law is repealed this Agreement shall be opened for the purposes of re-negotiation of the provisions of that section only.

ARTICLE XXIII
TRUST FUNDS CONTRIBUTIONS

TRUST FUNDS CONTRIBUTIONS

The hourly trust fund contribution rates for work covered by this Agreement are contained in Schedule "B", incorporated herein as part of this Agreement.

A. TRUST FUNDS

1. 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 by-laws adopted by the Trustees of the Fund and further, to make payments to the Fund in the amount designated in Schedule "B" of this Agreement. The Contractors accept the Trustees appointed by the Associations as their Trustees. A minimum of 10% of the total negotiated increase shall be allocated to Health & Welfare.

2. PENSION FUND AND PLAN "B" PENSION

(a) PENSION FUND: A Pension Fund known as the Construction Industry and Laborers Joint Pension Trust has been established by an Agreement and Declaration of Trust dated January 1, 1969, 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 by-laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in Schedule "B" 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 six (6) cents per hour to be designated for the purpose of reducing the Plan's amortization period. A minimum of 10% of the total negotiated increase shall be allocated to Pension Funds "A"and "B".

(b) PLAN "B" PENSION FUND: A Pension Fund, known as the Construction Industry and Laborers Joint Pension Trust Plan "B", has been established by an Agreement and Declaration of Trust dated July 1, 1998, 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 by-laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in Schedule "B" 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. A minimum of 10% of the total negotiated increase shall be allocated to Plan "B" Pension Fund.

3. **VACATION FUND:** An Agreement and Declaration of Trust establishing a Laborers Vacation Trust Fund has been executed by the parties 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 by laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees and, further, to make payments to the Fund in the amount designated in Schedule "B" 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 this Agreement. A minimum of 10% of the total negotiated increase shall be allocated to Vacation Fund.

The Vacation Trust Agreement shall provide for vacation payments only once annually on December 1st, or at such time or under such arrangements as a majority of the Trustees so determine. There shall be no emergency draws.

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 Vacation Trust Fund to pay the Union from the funds held by the Trustees on his behalf the amount designated in the authorization card for each hour of his employment (hours worked or paid) in each payroll period commencing July 1, 2005, as special Supplemental Dues owed by the employee to the Union.

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

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

5. 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, 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 by-laws adopted by the Trustees of the Fund, to accept the Trustees appointed by the Associations as their Trustees, and further, to make payments to the Fund in the amount designated in Schedule "B" 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 duration of this Agreement and any renewals or extensions thereof or for the period employees are employed under the terms of this Agreement.

ARTICLE XXIV
TRUST FUND RIGHTS AND REMEDIES
DUES OBLIGATIONS

A. 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.

B. 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

C. 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.

D. 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.

E. 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 Contract Administration and Industry Fund shall be due and payable to the appropriate fund no later than the tenth (10th) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered to be in violation of this Agreement and a delinquent Employer. The grievance and arbitration procedure contained in Article IV expressly does not apply to any provision of this Article and exhaustion of the Grievance arbitration procedure shall not be a condition precedent to suit by the Fringe Benefit Funds or the Union. Within five (5) days of receipt of notice from the Administrative Office that an Employer is delinquent in the payment of any fringe benefits as set forth above, the Administrator will give written notice by certified mail or telegram (with copy to the General Contractor) to pay the delinquent amounts due all trust funds within four (4) working days from the receipt of such notice.

F. 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.

G. 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.

H. 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 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.

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

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

K. The Trustees of the Laborers' Benefit Trust Funds, when the Trustees deem it prudent, shall be required to take action against the delinquent Contractor and/or his Bond prior to taking any action whatsoever against the General Contractor the Contractor is contracted with.

ARTICLE XXV
MISCELLANEOUS

A. **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 in 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 Employers and the Union agree to amend the Agreement and Declaration of Trust in the Laborers Vacation Trust for the purpose of providing for the deduction for the forgoing purpose. This provision shall in no way affect the obligation of the Employer to pay the full amount of vacation contributions specified in this Agreement.

B. **LIUNA National Laborers Employers Cooperation & Education Trust Fund**

Each Employer shall contribute to the LIUNA National Laborers Employers Cooperation & Education Trust Fund the amount designated in Schedule "B" 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 National Laborers Employers Cooperation & Education Trust Fund.

C. **Laborers Health & Safety Fund of North America**

Each Employer shall contribute to the Laborers Health and Safety Fund of North America the amount designated in Schedule "B" of 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.

APPENDIX A
DRUG AND ALCOHOL ABUSE DETECTION AND PREVENTION PROGRAM

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

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

2. All applicants or newly hired employees will undergo a drug screen at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug screen tests for all the time it takes to undergo the drug screen up to a maximum of two (2) hours travel time plus lab time.

3. Applicants not passing the drug and/or alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and/or alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and/or alcohol screen. Applicants not passing the drug or alcohol screening will be subject to the terms and conditions set forth per the employment regulations for that project.

4. The Employer may require that an employee be tested for drugs and/or alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom must be a Union employee. This provision shall be applied in a non-discriminatory manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

5. An Employer may require that an employee who contributed to an accident be tested for drugs and/or alcohol.

6. There will be no random drug and/or alcohol testing by the signatory Employer.

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

8. A sufficient amount of urine sample shall be taken to allow for an initial test and a confirmation test. The initial test will be an Enzyme Multiplied Immunoassay Technique (EMIT) or an oral swab test approved by a Substance Abuse and Mental Health Services Agency (SAMHSA) certified laboratory. In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography - Mass Spectrometry (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

   Any applicants who have been informed prior to referral of Employers requirements to pass a drug test and accept a referral and fails an Employer or Union required drug or alcohol test or is discharged for possessing, using or being under the influence of drugs or alcohol on the job shall be removed from the out-of-work-list for:

   1st offence = 30 days
   2nd offence = 90 days
   3rd offence = 1 year

   Additionally, the applicant must present the Union with documentation of the completion of an appropriate rehabilitation or counseling program. After the second offence, the applicant shall be responsible for rehabilitation and counseling at his or her own expense. The imposition of the suspension from the list shall not commence until the applicant returns to or re-registers for the out-of-work-list. The applicant will be responsible for re-registering again on the out-of-work-list after the specific suspension and they will be placed at the bottom of the list.

9. Present employees, if tested positive shall have the prerogative for a rehabilitation program at the employee's expense or through the Union's Health and Welfare Trust, if applicable, and so desired. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

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

11. In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and/or alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy and shall be discussed at the pre-job conference.

12. The established or operation of this policy shall not curtail any right of an employee found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

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

14. There will be no individual random drug and/or alcohol testing by the signatory contractor. The Employers will be allowed to conduct periodic job site drug and/or alcohol testing on construction projects under the following conditions:
    1. All employees of the Employer on the job site must be tested; including office staff and Supervisory personnel.
    2. Job site testing cannot commence sooner than thirty (30) days after start of the work on the project;
    3. Prior to the start of periodic testing, a Business Rep will be allowed to conduct an educational period on Company time to explain the periodic job site drug and/or alcohol testing program to the affected employees;
    4. Job site testing, including collection, retention and testing of specimens shall be in accordance with SAMHSA rules for safeguarding the integrity and accuracy of such tests and conducted by a laboratory certified by SAMHSA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, to be executed by their duly authorized representatives as of this 1st day of July 2005.

FOR THE CONTRACTORS,
ASSOCIATED GENERAL CONTRACTORS ASSOCIATION:

By: _____ Name

_____ Title

NEGOTIATION COMMITTEE
FOR THE LABORERS INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 872:

By: _____
Thomas White

_____
Business Manager-Secretary Treasurer

By: _____
David McCune

_____
President

By: _____
Ronnie Norwood

_____
Vice President

By: _____
Patrick Donnan

_____
Recording Secretary