

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**



Contract 3855, I-15 Tropicana Interchange Design-Build
Tropicana Avenue interchange at I-15; construct grade separation at Tropicana
and Dean Martin; and construct HOV ramps at Harmon Avenue

PROJECT LABOR AGREEMENT

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NEVADA DEPARTMENT OF TRANSPORTATION

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement"), entered into on 05/25/2021 by and between, the Nevada Department of Transportation (hereinafter, "Department") and Southern Nevada Building and Construction Trades Council (hereinafter, the "Council") and the Local Unions and District Councils signatory to this Agreement and having members employed on the project (collectively, hereinafter the "Unions"), within the scope of this Agreement operated and owned by the Department for the Construction Work of the I-15 Tropicana Interchange Design-Build Project, hereafter defined and collectively known as the "Project."

All Contractors, as a condition of the award of a contract for performance of Construction Work on the Project, shall be required to sign a "Contractor Letter of Assent," in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project, and shall be bound to the terms of the Agreement. Upon their signing the Letter of Assent, the Contractor shall thereafter be deemed a party to this PLA, and along with the Department, the Council and the Unions shall hereinafter be defined and collectively known as the "Parties." The Department and the Design Builder shall monitor the compliance with this Agreement by all Contractors.

The Unions, Department and Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the Parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement, except as may be provided for in Article II, Section 2. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any Union. This Agreement shall not apply to the work of any contractor which is performed at any location other than the Site of Work as defined in this Agreement.

ARTICLE I **PURPOSE**

It is mutually understood and agreed that the terms and conditions of this Agreement are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the Parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.

The Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise; and in recognition of such methods

and procedures, the Unions agree not to engage in any strikes, slowdowns or interruption of work and the Contractor agrees not to engage in any lockout.

The Parties are committed to providing open access to bidding opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the public a project of the highest quality. Further, the Parties agree to cooperate throughout the term of this agreement to develop methods to reduce the Department's construction and Project administrative costs.

ARTICLE II **SCOPE OF AGREEMENT**

The Agreement, shall apply and is limited to all Construction Work, as defined in Appendix A and Section 1 of this Article, performed by those Contractors of whatever tier that have contracts awarded for such work on or after the effective date of this Agreement.

Section 1. The Project is specifically defined as and limited to: Construction Work to demolish and reconstruct the Tropicana Avenue interchange at I-15; construct grade separation at Tropicana and Dean Martin; and construct HOV ramps at Harmon Avenue, and as may be further set forth in the Design Build Contract, contract number 3855

It is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under this Agreement. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of this Agreement. Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

It is understood by the Parties that the Department may at any time and at its sole discretion determine to add, modify or cancel the Construction Work scope of this Agreement, provided that such Construction Work is also added, modified or canceled in the Design Build Contract.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the Department.

(c) All manufacture and handling of materials, equipment or machinery not performed on the Site of Work.

(d) All employees of the Department, design teams or any other consultants of the Department not performing Construction Work within the scope of this Agreement.

(e) Any work performed on or near or leading to or onto the Site of Work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by Public Utilities or their contractors; and/or by the Department or its contractors (for work which is not part of the scope of this Agreement).

(f) Off-site maintenance of leased equipment and on-site supervision of such work.

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee.

(h) Services provided which are incidental to the project and do not fit within the classifications and job descriptions that require payment of Prevailing Wage.

(i) Laboratory specialty testing or inspections not ordinarily done by the signatory local unions.

Section 3. (a) Department and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any Agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to comply with this Project Labor Agreement and execute a Letter of Assent, should such Contractor be awarded work covered by this Agreement.

(b) A copy of the Letter Assent executed by the Contractor shall be provided to the Department and the Council prior to requesting approval of the subcontractor from the Department, as required, and before work may be performed on the Project by the subcontractor, and/or the dispatch of employees to the job site.

(c) When the Employer is required to satisfy a DBE or similarly protected class(es) recruiting requirement(s) and goal(s) as required by State or Federal Agencies during the term of this agreement, the provisions of Article IV, Section 6 of this Agreement shall be mutually waived for non-union Disadvantaged Business Enterprise (DBE) or similarly protected class(es) of Subcontractor(s) to satisfy the required goal of participation of the protected class(es). Employer shall notify the Union by written notification identifying the non-union DBE or similarly protected classes utilized on the project, the scope of work and the total value of the construction contract within 10 days of subcontract award and prior to start of work. The provisions of Article IX, Section 5 shall apply to all Subcontractors.

Section 4. (a) The provisions of this Project Labor Agreement (including the Master Labor Agreements (MLAs)), which are the local Collective Bargaining Agreements covering the corresponding covered work between a bona fide contractor group or representative and the signatory Unions having jurisdiction over the work on the Project) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreements which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National

Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by an MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of an MLA and is not covered by this Agreement, the provisions of the MLA shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any MLAs for determining the wages, hours and working conditions of employees on the Project shall be resolved by a mutually agreed upon arbitrator, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced MLAs constitute a self-contained, stand-alone agreement and that by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national agreement as a condition of performing work within the scope of this Agreement. (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Design Builder to have each of its Contractors sign the Subscription Agreement with the appropriate Union prior to the contractor beginning Project work.

Section 5. This Agreement shall only be binding on the signatory Parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to the Construction Work within the scope of this Agreement, as set forth in Section 1 of this Article, for which bids have been received on and after the effective date of this Agreement, Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any Contractor before the effective date of this Agreement or which may be performed or contracted by the Department for its own account on the property or in and around the Site of Work.

Section 7. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any employment status, joint or otherwise, between the Parties to this Agreement.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict the Department or its employees from performing work not covered by this Agreement on or around the Site of Work. As areas of covered work are accepted by the Department, this Agreement shall

have no further force or effect on such items or areas except where the Contractor is directed by the Department to engage in repairs or punch list modifications.

Section 9. It is understood that the Department, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time.

ARTICLE III **LABOR/MANAGEMENT COOPERATION AND** **JOINT ADMINISTRATIVE COMMITTEE**

Section 1. The Parties to this Agreement recognize the necessity for cooperation and communication between labor and management and the elimination of disputes and misunderstandings among the Parties. To this end, representative(s) of the Department and the Design Builder will meet quarterly with the representative(s) of the Council and the Unions to promote harmonious and stable labor/management relations on this project, and to insure effective and constructive communications between the labor and management parties. The date and time of this meeting will be determined by the parties and will be open to all representatives of Contractors signatory to this agreement.

At this meeting, Department and Design Builder representatives will give a report on the safety and progress of on-going contracts, Equal Employment Opportunity (EEO) compliance, reasonable representation of minorities and women in the crafts and any outstanding issues pertaining to this Project, and will entertain questions and discuss labor relations matters of mutual interest affecting the work and the administration of the Agreement.

Section 2. The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Department and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The purpose of the committee will be to resolve disputes and, misunderstandings.

The Committee shall meet at the call of the Joint Chairs of the quarterly Labor/Management Meeting to discuss any labor/management problems that may arise or any other matters consistent with this Agreement. Department shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions and Contractors. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) days prior to the meeting. In an emergency, a meeting of the Committee may be held within forty-eight (48) hours at the request of any member Union or Contractor.

At such meetings, any member may present facts concerning any alleged violations of any part of the Agreement by a Contractor or by any Union. The Unions and the Contractors each agree to notify the other party upon discovery of any potential violations of this Agreement or any practices that might lead to a misunderstanding or dispute between the parties. Any agreement or resolution reached pursuant to this paragraph shall not supersede, alter, modify, amend, add to or subtract from this Agreement.

All Parties signatory to this Agreement acknowledge the importance of active support of the Joint Administrative Committee and agree to attend and participate in the meetings as their responsibility on the Project requires.

ARTICLE IV

UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractor recognizes the Union(s) as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. For Unions now having a job referral system as contained in an MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with Federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the Contractors to meet any and all equal employment opportunity/affirmative action obligations.

Section 3. In the event that Unions are unable to fill any requisitions for employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of the names and social security numbers of any applicants hired from other sources and refer the applicants to the Union for dispatch to the Project prior to the commencement of any work by such employees.

Section 4. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including calls to unions in other areas when its referral lists have been exhausted. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Local Unions.(Insert MC3 and apprenticeship language).

Section 5. In the event that a signatory Local Union does not have a job referral system as set forth in Section 2 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union, prior to the commencement of any work by such employees.

Section 6. (a) The parties recognize the Department's interest in providing opportunities for all Contractors to participate on the Project which may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that Contractors will have an opportunity to

employ their employees on this Project, the parties agree that in those situations where a Contractor not a party to the current MLA with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who meet the following qualifications which shall constitute a “qualified employee:”

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) (except for apprentices and trainees) have worked a total of at least two thousand (2,000) hours at the level of a journeyman in the specific construction craft in which they are working during the prior three (3) years;
- (3) were on the Contractor's active payroll for at least one hundred twenty (120) calendar days out of the twelve (12) months prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's qualified employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired seven (7) qualified employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

(b) For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of qualified employees to hiring hall referrals as was applied in the initial hiring.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of qualified employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any qualified employees. Upon request by any Party to this Agreement, the Contractor hiring any qualified employee shall provide to Project Labor Coordinator satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the qualified employee's qualification as a qualified employee to the Project Labor Coordinator and the Council.

(d) Provided there is language in the applicable Union's Master Labor Agreement, permitting the provisions of this subsection (d), when the Employer is required to satisfy a DBE or similarly protected class(es) recruiting requirement(s) and goal(s), and a non-union DBE or similarly protected class(es) of subcontractors is awarded Covered Work on the project, then:

- (1) such non-union DBE that is awarded Covered Work shall not be required to comply with subsections (a), (b) and (c) of this Section 6, except that all of the DBE's employees shall be obligated to register with and be dispatched by the applicable Union;

(2) such non-union DBE that is awarded Covered Work shall not be obligated to pay fringe benefit contributions on behalf of its non-union employees, as set forth in Section 3 and 4 of Article X;

(3) such non-union DBE that is awarded Covered Work shall attend and fully participate in any and all pre-job conference(s), as set forth in Article IX, Section 5.

Section 7. The Parties agree that to the extent allowed by law, and in cases of Underutilization, the Union will refer minority and female workers, as long as they possess the requisite skills and qualifications.

Section 8. Except as provided in Section 6(b) above and Article V, Section 3, individual seniority will not be recognized or applied to employees working on the Project.

Section 9. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor, except that no craft foreman shall be required to supervise more than ten (10) craft employees. Craft foremen shall be designated working foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman, except that authorized representatives of the Contractor may give incidental instructions to the workers in the absence of the foreman or in special circumstances when immediate direction is necessary.

ARTICLE V **UNION REPRESENTATION AND STEWARDS**

Section 1. Authorized representative of the Union(s) shall have access to the Project provided that they do not unduly interfere with or impede the work of the craft employees or others and further provided that such representative fully complies with established Project rules

Section 2. Each Union shall have the right to designate a working craft employee as steward for each Contractor employing such craft on the Project. Such designated steward shall be selected from employees working on the project, shall be qualified worker assigned to a crew and shall perform the work of that craft.

(a) The steward shall not perform supervisory duties.

(b) Under no circumstances shall there be nonworking stewards.

(c) Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties.

(d) In addition to their work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, Contractors, and not with the employees of any

other Contractor. The Contractor will not discriminate against the steward in the proper performance of their union duties.

(e) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may elect to have the Union appoint additional working stewards to provide independent coverage of one or more such locations, or allow the existing steward reasonable time away from their work duties to service such other locations with approval from their supervisor, which approval will not be unreasonably withheld.

(f) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

(g) The Contractor agrees to notify the appropriate Union one business day prior to the layoff of a steward, except in the case of disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any MLA, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union and Department shall be notified immediately by the Contractor.

(h) On work where the personnel of the Department may be working in close proximity to the construction activities, the Union agrees that the Union representatives, stewards and individual workers will not interfere with personnel, or with personnel employed by any other employer not a party to this Agreement.

Section 3. No employee covered by this Agreement shall be required to join any Union or pay any agency fees or dues as a condition of being employed, or remaining employed, on the Project. Where, however, there is in effect and in the possession of the Contractor a voluntary written dues deduction authorization executed by the employee on a standard form furnished by the Union, the Contractor agrees to deduct union dues from the pay of the employee and to remit the dues to the Union at the same time that trust fund contributions are required to be remitted to the administrators of the appropriate trust funds on behalf of that employee.

ARTICLE VI **MANAGEMENT'S RIGHTS**

Section 1. The Contractor retains the full and exclusive authority for the management of its operations, as set forth in this Article, unless expressly limited or required by the other Articles of this Agreement or an MLA. The Contractor retains the right to direct the workforce, including the hiring, promotion, transfer within a contract, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

Section 2. There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization

of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the Department may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where necessary to protect a manufacturer's written warranty or where the employees working under this Agreement lack the required skills to perform the work.

Section 3. The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VIII of this Agreement.

ARTICLE VII **WORK STOPPAGES AND LOCKOUTS**

Section 1. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the MLAs) by the Union(s) or employees against any Contractor covered under this Agreement and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project Site of Work is a violation of this Article.

Section 2. The Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of 180 calendar days. Department and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

Section 3. (a) If the Contractor contends that any Union has violated this Article, Article IX, Section 4 or Article XVIII, Section 3, it will notify in writing the Council representative(s), advising them of the alleged violation. The Council representative will immediately instruct, order and use the best efforts of his office to cause the Local Union(s) to cease any violation of this Article. After complying with this obligation, the Council shall not be liable for unauthorized acts of the Local Union.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Department setting forth the facts which the Union contends violate the Agreement, at least one business day prior to invoking the procedures of Section 5. It is agreed by the Parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor, nor does it include the Department's decision

to terminate or suspend work on the Project or any portion thereof for any reason, provided the Parties are given thirty (30) calendar days' notice. This provision will not affect the Contractor's right to suspend or terminate work on any portion of the Project for operational or special circumstances.

Section 4. (a) Payments to Health & Welfare, Pension and to Other Established Fringe Benefit Funds and Payment of Weekly Payroll. Notwithstanding the provisions of this Article, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket, handbill or demonstrate) from a particular Contractor who Fails to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds ("Trust Funds") in accordance with the provisions of that particular Contractor's current labor agreement with the particular Union; or fails to timely pay its weekly payroll.

(b) Prior to withholding its members' services on account of a failure to make timely payments to the Union Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give at least ten (10) days' (unless a lesser period is provided within the applicable craft union agreement, but in no event less forty-eight (48) hours') written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Contractor and to the Design Builder. Representatives of the Parties to the dispute will meet within the ten-day period to attempt to resolve the dispute.

Section 5. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the project site during the term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 6(h).

Section 6. Any party, including the Department, whom the Parties agree is a party in interest for purposes of this Article may institute the following procedure, in lieu of or in addition to any other contractual procedure or any action at law or equity, when a breach of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII is alleged:

(a) A party invoking this procedure shall notify the arbitrator, whom the Parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, they shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Building Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by overnight mail or e-mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator or their alternate shall set and hold a hearing within one business day if it is contended that the violation still exists, but not sooner than one business day after the notice required by Section 3, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed one business day unless otherwise agreed upon by all Parties. A failure

of any party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or, except as expressly provided by Section 6(h) of this Article, to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their last known address by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or Parties and the party or Parties' respondent.

(h) If the arbitrator determines that a violation of Section 1, above, Section 4 of Article IX, or Section 3 of Article XVIII, has occurred in accordance with Section 6(d) above, the Union(s) shall, within eight (8) hours of receipt of the award, direct all of the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the arbitrator's award, and the Union(s) has not, within eight (8) hours of receipt of the award, directed all of the employees they represent on the Project to immediately return to work, then the Union(s) shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to the Department, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the trade has not returned to work. If the arbitrator determines that a lockout has occurred in violation of Section 1, he shall be empowered to award backpay to the employees who were locked out. The arbitrator shall retain jurisdiction to determine compliance with this section and Section 2 of this Article.

Section 7. Procedures contained in Article VIII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1,

above, may resort to the procedures of Article VIII to determine only if he was, in fact, engaged in that violation.

Section 8. The Department is a party-in-interest in all proceedings arising under this Article and Articles VIII and IX and shall be sent contemporaneous copies of all notifications required under these articles, and, at its option, may initiate or participate as a full party in any proceeding initiated under these articles.

ARTICLE VIII **DISPUTES AND GRIEVANCES**

Section 1. (a) This Agreement is intended to provide close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Contractors, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

Section 2. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VII, Section 1, or Article IX, Section 4) shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Local Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor and to the Design Builder stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within three (3) working days thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential, except as to the Parties directly involved.

(b) Should the Local Union(s) or any other Contractor have a dispute with the other party and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and be referred to the Project Labor Agreement Joint Administrative Committee ("JAC") under Article III for adjustment.

(c) All disputes, grievances, and complaints of discrimination, harassment and/or of violations of EEO, regardless of merit, shall be reported, to the Department's Contract Compliance Manager, by the representative Union and the Design-Builder within 10 days of notice.

Step 2. The Business Manager of the involved Local Union or his designee, the site representative of the involved Contractor, and the General Contractor shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2 or by the JAC in the case of a Local Union or Contractor dispute, either party may request in writing within seven (7) working days after the initial Step 2 meeting or the meeting of the JAC, that the grievance be submitted to an arbitrator selected from a permanent panel of three (3) arbitrators pre-selected by the Parties to this Agreement. If the panel has not been agreed upon by the Parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitration shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. Failure of the respondent party to adhere to the time limits established herein shall constitute a default acceptance of the claims and remedy stipulated in the written grievance. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 3. No adjustment or decision may provide retroactivity exceeding sixty (60) calendar days prior to the date of the filing of a written grievance.

Section 4. Department's Contract Compliance Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

ARTICLE IX

JURISDICTIONAL DISPUTES AND PRE-JOB CONFERENCE

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the

Settlement of Jurisdictional Disputes in the Construction Industry (the “**Plan**”) currently in effect or any successor Plan.

Section 2. (a) All jurisdictional disputes between or among the Unions and Contractors, Parties to this Agreement, shall be settled and adjusted according to the present Plan for the Settlement of Jurisdictional Disputes established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the contractors and Unions Parties to this Agreement.

(b) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan and the Arbitrator’s hearing on the dispute shall be held at the office of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, sympathy strike, picketing, slowdown, withholding of work, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, hand billing directed at this Project, bannering, disruptive activity or other work stoppage of any kind for any reason, or interference with work on the Project that is excluded from the coverage of this Agreement, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall proceed as assigned by the Contractor. The award or resolution shall be confirmed in writing to the involved Parties. There shall be no strike, work stoppage or interruption in protest of any such award or any resolution.

Section 5. Design Builder will hold a pre-job conference with the Unions prior to commencing work. Design Builder shall notify the Council and all Contractors of all tiers, who shall participate in such conferences, five (5) days in advance of all such conferences. The Council shall notify all Unions of the agreed upon date and time of the pre-job conference. All work assignments shall be disclosed by Design Builder and the Contractors at the pre-job conference held in accordance with Local Area practice. The Pre-Job conference shall be conducted by the Council in the most efficient manner. Should additional project work not previously included within the scope of the project work be added or Project Work is to be performed which was not previously discussed at the pre-job conference, the Contractor(s) performing such work will conduct a separate pre-job for such work.

ARTICLE X
WAGES AND BENEFITS

Section 1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Labor Agreements) shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in accordance with the then current Master Labor Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. The applicable prevailing wage rate will be determined by the State and Federal prevailing wage rate decisions, including any amendments, published at the time of Design-Build Submittal Date. If there is a discrepancy between the applicable State and Federal prevailing wage rates, the Contractor will pay the higher rate. An annual cost of living adjustment, of 1.8% will be made on each subsequent anniversary of the Submittal Date, for all employees covered by this Agreement.

Section 2. All employees covered by this Agreement shall be paid weekly and no later than the Friday after the week-ending date in which the work is performed. Paychecks shall be drawn on a local bank, or the Contractor shall make local check-cashing facilities available to the employees. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor's discretion but not given later than the end of the work shift on the date the layoff is to be effective. Such notification may be verbal. The hiring hall shall be similarly notified of any layoffs no later than three (3) working days after the termination.

Section 3. The Contractor will pay contributions to the established employee benefits funds in the amounts designated in the appropriate MLA and to make all employee-authorized deductions in the amounts designated in the appropriate MLA; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVIII, Section 2 of this Agreement. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable MLA. Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing.

The Contractor adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the Parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Section 4. Contractors of whatever tier shall make regular and timely contributions required by Section 3 of this Article in amounts and on the time schedule set forth in the appropriate MLA. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or

subcontractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to the Design Builder after efforts by the Fund to resolve the delinquency have been exhausted, and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the Design Builder will attempt to resolve the delinquency among the Contractor, the Union and the Fund. If the delinquency is not resolved within ten (10) days thereafter, the Design Builder, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the Contractor and shall not release such withholding until the Contractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent Contractor, the Design Builder shall issue a joint check payable to the Fund and the Contractor in the amount of the undisputed delinquency. In the case of a delinquent Design Builder, the Union(s) shall notify the Department of the delinquency and request the Department to withhold, in an appropriate amount, any funds due and owing to the Design Builder. Pursuant to the announced commitment of the Department, the Design Builder shall be subject to withholding of retained amounts which may only be released upon the Design Builder's resolution of the delinquency as evidenced by a written statement endorsed by the Fund.

Section 5. There shall be no pay for time not worked unless the employee is otherwise engaged in work at the direction of a Contractor except as provided for under the applicable MLA.

ARTICLE XI **APPRENTICES**

Section 1. The Parties recognize the need to maintain continuing support of programs, including governmental programs as described in subparagraphs (a) and (b) of this section, designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform work within their capabilities and customarily performed by the craft in which they are indentured.

(a) The Project is subject to a Federally supported On-the-Job Training (OJT) goal of 20,000 apprentice or trainee hours. The intent of the OJT program is to increase diversity in the highway construction workforce by locating, qualifying and increasing the skills of minorities and women in the crafts. The OJT goal may be achieved through the hiring of apprentices from an approved apprentice program, or through trainees which are part of a training program which has received prior approval from the Federal Highway Administration (FHWA) and the Department. Trainees, as part of an FHWA approved program, must be paid journeyman wages for all hours worked, if they are not part of an approved apprentice program.

(b) Not all trainees or apprentices are required to be minorities or women to be counted in an OJT program, but on projects where minorities or women are Underutilized in the crafts, minorities and women should make up significant numbers of trainees or apprentices.

(c) The Parties agree that a minimum of 3% of all labor hours performed on the Project shall be performed by Apprentices participating in a state approved apprenticeship program, registered by the Nevada Apprenticeship Council.

To ensure overall growth of the workforce, and to meet the objectives of the OJT program set forth above, first year apprentices and/or first phase trainees shall perform a minimum of 5,000 labor hours on the Project.

All apprentices performing jobsite work must be participating in a state approved apprenticeship program, registered by the Nevada Apprenticeship Council.

(d) The same credit accrued to meet apprenticeship requirements can count toward meeting the OJT program requirements/hours.

Section 2. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage allowable under the applicable State Apprenticeship program standards and the prevailing wage determination and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised. If the MLA and prevailing wage determination permit, other non-journeyman classifications may be utilized at the Contractor's discretion as part of the applicable ratio.

Section 3. The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there are a sufficient number of journeymen working on the project, consistent with state law, where the apprentice is to be employed who are qualified to assist and oversee the apprentice's progress through the program in which he is participating.

ARTICLE XII

SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. (a) It shall be the responsibility of each contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Department, or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Department.

(b) Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Contractor, or the Owner. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

(c) The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms during work hours or while on the Department's premises is prohibited. Accordingly, the Parties have agreed to appropriate procedures and safeguards for the testing of employees for prohibited or controlled substances set forth in the attached Appendix A.

Section 2. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Department, and/or Contractor.

Section 3. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and available for work, the standby time shall be considered time worked and compensated at the appropriate rate of pay.

Section 4. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

Section 5. Workers' Compensation. All employees working under this Agreement shall be covered as required by the provisions of Nevada law affecting workers' compensation benefits. Should Nevada law be amended during the life of this agreement to establish a system of dispute prevention and dispute resolution as a substitute for the dispute resolution processes otherwise contained in the Nevada Workers' Compensation Law, and to include better access to and delivery of medical care for employees affected by occupational injury or disease, the Parties to this Agreement will undertake, upon the request of either party, to negotiate procedures to apply the amended law to the workers' compensation rights, procedures and benefits under this Agreement.

ARTICLE XIII **NON-DISCRIMINATION**

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, union affiliation, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin in any manner prohibited by law or regulation. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor and Department for consideration and resolution.

Section 2. It is recognized that special procedures may be established by joint agreement of the Parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The Parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations, or agreements for the general benefit of the residents of Nevada.

ARTICLE XIV **TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowance and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

ARTICLE XV
WORKING CONDITIONS

Section 1. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee's work location.

Section 2. The General Contractor and/or Department shall establish such reasonable Project rules as the Department deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

Section 3. There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

Section 4. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE XVI
SAVINGS AND SEPARABILITY

Section 1. It is not the intention of either the Contractor or the Union Parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the Parties hereto.

Section 2. The Parties recognize the right of the Department to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Department, or such court order, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

Section 3. The occurrence of events covered by Sections 1 and/or 2 above shall not be construed to waive the prohibitions of Article VII.

ARTICLE XVII
HELMETS TO HARDHATS

Section 1. **Helmets to Hardhats.** The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

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

ARTICLE XVIII
DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective on the date approved by the Department and shall continue in effect for the duration of the Project Construction work described in Article II hereof.

Section 1. (a) **Turnover.** Construction Work of the Project shall be deemed complete at Substantial Completion, except when the Contractor is directed by the Design Builder or Department to engage in repairs or modifications required by its contract(s) with the Department or the Design Builder.

(b) **Notice.** Notice of Substantial Completion and Final Acceptance will be provided to the Council.

(c) **Termination.** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from the Department saying that no work remains within the scope of the Agreement.

Section 2. MLAs incorporated as part of this Project Agreement shall continue in full force and effect until the Contractor and/or Union Parties to the Collective Bargaining Agreements, which are the basis for such MLAs, notify the Department in writing of mutually agreed upon changes in such Agreements and their effective date(s). The hourly wage provisions in Article X, Section 1 of this Agreement, shall continue in full force and effect to the extent allowed by law.

The Parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to

work covered by this Agreement if such provisions are less favorable to the Contractor for work covered by this Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the Parties over the incorporation into a MLA of any such provision agreed upon in the negotiation of the local Collective Bargaining Agreement which serves as the basis for the MLA shall be referred to the arbitrator for resolution under the procedures established in Article VIII. As part of this understanding, the Contractor agrees and consents to pay the increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project retroactively to the expiration date of the applicable MLA, provided, however, if the provisions of any such new collective bargaining agreement provide said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail.

Section 3. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any Union involved in the negotiation of such local Collective Bargaining Agreements and the resulting MLA's, nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first above written.

Attested:

**STATE OF NEVADA
Through the Department of
Transportation**

DocuSigned by:
Kristina Swallow
C4B612FC2C1E4FB... Kristina L. Swallow, P.E.
Director, Department of Transportation

Approved as to Form and Legality:

DocuSigned by:
Shane Chesney
D05162A5E4B2415... Shane S. Chesney
Deputy Attorney General

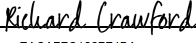
**Southern Nevada Building and
Construction Trades Council**

DocuSigned by:
William H. Stanley
DE931111B41... William H. Stanley, Executive Secretary-Treasurer


DocuSigned by:
Rick Johnson
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For the Unions and District Councils:

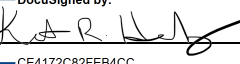
**Bricklayers and Allied Craftworkers
Mountain West ADC – Local 13**

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Richard Crawford
Name and Title


**International Association of Bridge,
Structural, Ornamental and Reinforcing
Iron Workers – Local 416**

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Vidal Zambrano Jr Business Manager FS/T
Name and Title

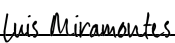
**International Association of Bridge,
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Keith R. Harkey - Business Manager
Name and Title

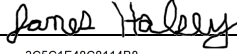
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Insulators and Allied Workers – Local 135**

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Rick Johnson Business Manager
Name and Title

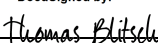
**International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers- Local 92**

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Luis Miramontes Business Manager
Name and Title

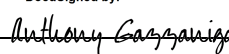
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Workers – Local 357**

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Business Manager
Name and Title

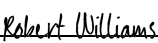
**International Brotherhood
of Teamsters – Local 631**

DocuSigned by:

25B9B68DFB1D4DB...
Tommy Blitsch/Secretary-Treasurer
Name and Title


**International Union of Elevator
Constructors – Local 18**

DocuSigned by:

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Business manager
Name and Title

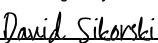
**International Union of Painters and
Allied Trades, District Council 16,
on behalf of, Painters, Drywall Finishers, and
Paperhangers – Local 159, Floor Coverers –
Local 1512; Glaziers – Local 2001**

DocuSigned by:

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Business Manager/Secretary-Treasurer
Name and Title

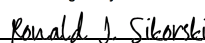
**International Union of Operating
Engineers – Local 12**

DocuSigned by:

D3B058C5FF4845C...
President
Name and Title

**International Union of Operating
Engineers – Local 12**

DocuSigned by:

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Financial Secretary
Name and Title

**International Union of Operating
Engineers – Local 12**

DocuSigned by:

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Business Manager
Name and Title

**International Union of Roofers,
Waterproofers and Allied
Workers – Local 162**

DocuSigned by:

Douglas Ziegler

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Douglas Ziegler

Name and Title

**Laborers International Union
of North America**

DocuSigned by:

Thomas White

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Thomas White

Name and Title

NFSA Road Sprinkler Fitters – Local 669

DocuSigned by:

RONALD KINCHELOE

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Ronald Kincheloe BA. FOR BRIAN Dunn BM.

Name and Title

**Operative Plasters and Cement Masons
International Association of The United
States of America – Local 797**

DocuSigned by:

Marc Leavitt

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Marc Leavitt

Business Manager

Name and Title

**Sheet Metal, Air, Rail and Transportation
Workers – SMART – Local 88**

DocuSigned by:

Jeffrey Proffitt

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Jeffrey Proffitt

Name and Title

Southwest Regional Council of Carpenters

DocuSigned by:

Frank Hawk

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Frank Hawk

Vice President/COO

Name and Title

**United Association of Journeymen and
Apprentices of The Plumbing and Pipe
Fitting Industry of The United States and
Canada – Local 525**

DocuSigned by:

Matthew Lydon

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Matthew R Lydon

Name and Title

EXHIBIT A
LETTER OF ASSENT

Re: PROJECT LABOR AGREEMENT FOR THE TROPICANA AVENUE INTERCHANGE AT I-15; GRADE SEPARATION AT TROPICANA AND DEAN MARTIN; HOV RAMPS AT HARMON AVENUE

This is to confirm that [name of company] agrees to be party to and bound by the Nevada Department of Transportation Project Labor Agreement for the Tropicana Avenue interchange at I-15; grade separation at Tropicana and Dean Martin; HOV ramps at Harmon Avenue, effective _____, 202_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Contractor's State of Nevada Business License No.: _____

Distribution:

Design Builder: _____

Contractor: _____

Southern Nevada Building and Construction Trades Council: stanley@snbctc.org

Nevada Department of Transportation: contractcomplianceprojects@dot.nv.gov

APPENDIX A **DEFINITIONS**

Affirmative Action means the efforts exerted towards achieving equal opportunity through positive, aggressive, and continuous result-oriented measures to correct past and present discriminatory practices and their effects on the conditions and privileges of employment. These measures include, but are not limited to, recruitment, hiring, promotion, upgrading, demotion, transfer, termination, compensation, and training.

Apprenticeship Utilization Act (AUA) of 2019 as codified in NRS 338.0116 and NRS 338.01165

Business Day means any day that is not a Saturday, Sunday or other day on which (a) the Department is officially closed for business, or (b) banks located in Nevada are required or authorized by law or executed order to close.

Contractor shall include all contractors, and contractors of whatever tier, engaged in on-site construction work within the scope of this Agreement.

Construction Work means all work to: remove, demolish, and dispose of existing infrastructure; and alter, prepare, build or construct, reconstruct, rehabilitate, make, form, manufacture, furnish, install, integrate, supply, deliver or equip the Project and/or the Utility Adjustments not excluded in Article II of this agreement. Construction Work includes Landscape and Aesthetics (L&A) work, as well as survey and inspection work (as defined in Article II, Section 2(j)).

Department means the Nevada Department of Transportation, and its successors and assigns.

Design-Builder means the Person awarded a Design-Build Contract. For the purposes of this agreement, Design-Builder is synonymous with Prime Contractor or General Contractor.

Disadvantaged Business Enterprise (DBE) means a for-profit small-business concern where socially and/or economically disadvantaged individuals own at least 51% interest and also control management and daily business operations, as prescribed in 49 CFR Part 26 and NRS 408.

Discrimination means a distinction in treatment based on race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin.

Equal Employment Opportunity (EEO) means the absence of partiality or distinction in employment treatment, so that the right of all persons to work and advance on the basis of merit, ability, and potential is maintained.

Final Acceptance means the time by which the Department's Director deems the Project satisfactorily complete and accepted pursuant to NRS 408.387

On-the-Job Training (OJT) means the Federal program as set forth in 23 CFR 230, Subpart A.

Parties as listed in the Preamble, and includes: the Department, the Council, the Unions and the Contractors.

Plan for the Settlement of Jurisdictional Disputes a copy of the Plan may be viewed at <https://nabtu.org/wp-content/uploads/2017/03/Plan-for-the-Settlement-of-Jurisdictional-Disputes-Effective-May-1-2011.pdf>.

Project means the improvements to be constructed by Design-Builder and all other Construction Work to be provided by Design-Builder in accordance with the Design-Build Contract.

Public Utility or Utility as defined in NRS 702.020 through 021

Reasonable Representation means workforce representation for each work classification and EEO category above a practical significance standard compared to the relevant CLF data.

Safety Plan means the safety plan for Design-Builder's personnel and the general public that Design-Builder is to prepare and implement in accordance with the Design-Build Contract.

Site see definition of Site of Work

Site of Work means the physical place or places at which the Construction Work or service is performed that is necessary to complete the Project or at which a significant portion of the work or service is performed to construct, reconstruct, rehabilitate or alter the Project, if such place is established specifically for the completion of the Project or dedicated exclusively, or nearly so, to the completion of the Project. The site of work includes job headquarters, a tool yard, batch plant, borrow pit or any other location that is established for the purpose of completion of a Project or that is dedicated exclusively, or nearly so, to the completion of the Project. The term does not include a permanent home office, branch plant establishment, fabrication plant, tool yard or any other operation of a contractor, subcontractor or supplier, if the location or the continued existence of the operation is determined without regard to the completion of the Project.

Subcontractor means a person who:

- (a) is licensed pursuant to the provisions of [chapter 624](#) of NRS or performs such work that the person is not required to be licensed pursuant to [chapter 624](#) of NRS; and
- (b) contracts with the Design Builder, contractor, another subcontractor or a supplier to provide labor, materials or services for Construction Work on the Project.

Submittal Date means the date:

- (a) on which the Design-Builder was required to submit its Technical and Price Proposals to be evaluated as part of the design-build procurement phase; and
- (b) which determines the state and federal prevailing wage decisions for the Project (the decisions and any amendments published).

Substantial Completion means the occurrence of all of the events and satisfaction of all of the conditions for Substantial Completion set forth in the Design Build Contract, as and when confirmed by the Department's issuance of a Certificate of Substantial Completion.

Supplier means any Subcontractor that supplies machinery, equipment, materials or systems to Design-Builder or any Subcontractor in connection with the performance of the Work and that does not perform Work at the Site. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site of Work

shall not be deemed to be performing Construction Work at the Site. The term “Supplier” includes fabricators and material dealers.

Utility see definition of Public Utility.

APPENDIX B
SUBSTANCE ABUSE PREVENTION AGREEMENT

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the PLA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.

4. An Contractor who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the

collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). 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 applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Contractor may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Contractor may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

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 the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee

found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

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

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The Parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the Parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

APPENDIX B: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

**APPENDIX B: SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the Parties hereto that an Contractor who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.