

MASTER LABOR AGREEMENT

BETWEEN

**WESTERN WALL AND CEILING
CONTRACTORS ASSOCIATION**

AND

**SOUTHWEST REGIONAL
COUNCIL OF CARPENTERS
AND AFFILIATED LOCAL UNIONS**

OF THE

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**



JULY 1, 2007

THROUGH

JUNE 30, 2011

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THIS AGREEMENT is entered into this first day of July 2007, by and between the Western Wall and Ceiling Contractors Association on behalf of its members (hereinafter referred to as "the Employer") and the Southwest Regional Council of Carpenters and Affiliated Local Unions, United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "the Union").

SECTION I - RECOGNITION

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

101. The Union recognizes the Employer as the sole and exclusive bargaining representative for their respective members who have authorized the Employer to represent them. A list of such authorizations has been furnished to the Union and the Employer agrees to immediately notify the Union when any authorizations have been canceled or new authorizations have been executed.

102. The Agreement shall bind each and every Employer who has authorized the Association to represent them with the same force and effect as if the Agreement were entered in by each Member individually. The Employer shall be and continue to remain liable under this Agreement during the term irrespective of whether such members shall resign from the Association prior to the expiration date of this Agreement and such liability shall be deemed to have survived the termination of such membership and remain in force during the term of this Agreement.

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

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

SECTION II - COVERAGE

200. This Agreement shall provide for the wages, fringe benefits and conditions of employment for all employees of the Employer within the recognized jurisdiction of Locals 897, 1780, 1827, 1977 and 2375 of the United Brotherhood of Carpenters and Joiners of America in the State of Nevada, and portions of Arizona and California. The recognized geographic jurisdiction of Locals 897, 1780 and 1977 covers Clark, Lincoln, Nye and Esmeralda Counties; Local 2375 covers Mineral County in addition to the aforementioned four county areas; and Local 1827's jurisdiction applies statewide. Local Unions 897, 1827 and 2375 shall include Needles, California and Bullhead City, Kingman, Lake Havasu City and Parker in Arizona. (Detailed map provided upon request.) "By becoming signatory to this Agreement the contractor agrees that when performing work in the State of Nevada, the contractor shall be bound by and shall perform all work under the terms and conditions contained in this Agreement." If a Contractor performs work in the State of California, such work will be performed pursuant to the then current Agreement known as the Southern California Drywall/Lathing Master Agreement between the Western Wall and Ceiling Contractors Association and the Southwest Regional Council of Carpenters covering the State of California. If the Contractor performs work in the States of Arizona, Utah or New Mexico, such work will be performed pursuant to either the Arizona, Utah or New Mexico Appendix to this Agreement. The terms of the Arizona, Utah and New Mexico Appendices will be modified from time to time to reflect changes agreed to in those areas by a majority of local contractors. The Union will promptly notify the Association of changes applicable to other states and will meet to discuss such changes with the Association upon request.

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

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

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

204. The laying out of all work and operation of all tools and equipment for cutting, handling, assembling and fabrication – whether performed at the jobsite or a panelization compound – of any

and all structural members, including but not limited to those required for pre-fabricated flat curtain wall panels and continuous aesthetic trims or “pop-outs”, i.e., cornice work and/or horizontal and vertical banding of any type where such metal framing must be added (to the flat panel) to minimize overall EFIS foam thicknesses and thereby comply with local codes for EFIS curtain walls.

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

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

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

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

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

208. This Agreement shall cover all work in connection with self supporting scaffolds over fourteen (14) feet in height or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, shall be the work of the carpenters.

209. This Agreement shall cover all work in connection with office modular furniture systems including, but not limited to the unloading by any means, stockpiling, distribution to point of, erection, carrying, handling, transportation, uncrating, installation, cleaning and/or staging of all office, commercial, industrial, institutional, and hotel furniture, furniture systems, furnishing, etc., including (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

210. This Agreement shall cover asbestos abatement and other work involving the removal of hazardous materials. In the event this work is subcontracted by the Contractor, (Section III shall not apply as stated below). Section III shall not apply but the Contractor agrees to utilize his best

efforts to insure that the work is done by a contractor signatory to an agreement with the Union, provided suitable and competitive signatory contractors are available.

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

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

213. This agreement shall cover all types of exhibit work traditionally performed by carpenters.

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

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

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

217. All work in connection with the installation, erection and/or application, carrying, transportation, handling, stocking and scrapping of all materials and component parts of wall and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, doors and windows, including frames, casing, molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finished

systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fire proofing of chase, sound and thermal insulation materials, fixture attachments including all, layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

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

219. WORK COVERED - The work covered by this Agreement includes but is not limited to the following:

219.1 All work operations after the initial unloading of the drywall finishers' material on the job site, including distribution onto the point of application.

219.2 Work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thinwall, concrete, steel, wood and plaster surfaces.

219.3 Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.

219.4 Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.

219.5 The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.

219.6 This Agreement shall also cover all interior and/or exterior wall finish work, including EFIS and other wet wall finish work, which work shall be performed under the terms of this Agreement by journeyman or apprentice Drywallers or Lathers. The Union understands and recognizes that the WWCCA and its members are signatory to a collective bargaining agreement with the painters and/or plasterers and plasterer tenders covering drywall finishing and wet wall finish work. The parties agree that this sub-section shall apply only to those signatory employers who are not already signatory to a collective bargaining agreement with the painters and/or plasterers and plasterer tenders covering the drywall finishing or wet wall finish work as described in this section of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce this paragraph to create any jurisdictional dispute concerning the work described in that section against any signatory employer that is also signatory to an agreement with the painters and/or plasterers and plasterer tenders covering the drywall finishing or wet

wall finish work and who chooses to assign that work to the painters and/or plasterers and plasterer tenders.

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

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

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

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

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

225. The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern in all its branches and phases, such as nailing, filling, laying, striping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and all maintenance and related work. Computer floors, and/or raised access floors in all its branches and phases, such as material handling, layout, fabrication, maintenance, installation, cutting, fitting, and fastening of all materials and components, such as pedestal stanchions, stringer systems, seismic bracing, unistrut systems, x-ray supports, light supports, cable vault supports, racks, shelving, ceiling grids, clean room wall framing, ceiling supports, utility screen supports, unistrut metal framing systems of all lightweight standardized components which can be bolted together to form roofs, decks and special structural elements of varying modular configurations and all other necessary structural support assemblies. Installation of ramps, steps, fascia assemblies, plenum dividers, air grills, cable cut-outs, ledge extrusion, hand rail assemblies, cove base at perimeter walls, lamination of coverings onto floor panels, and any other operation relative to computer floor installations.

226. The character of such work covered by this Agreement shall be all carpenter work on such construction within the recognized jurisdiction of the United Brotherhood of Carpenters and Joiners of America, including but not limited to plastics and such work in connection with new methods of construction or use of materials innovated during the term of the Agreement. The Union may request a work assignment in writing if it feels there is some danger of a jurisdictional dispute.

When requested, an Employer will furnish the Union signed letters on the letterhead of the individual Employer, stating they have employed carpenters on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual Employer has performed with carpenters.

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

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

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

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

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

232. LOCAL 897, LIGHT COMMERCIAL, RESIDENTIAL CONSTRUCTION: The parties hereto have agreed to special working rules for Local 897, residential construction and light commercial construction, which are contained in the Appendixes "B", "D", and "E".

SECTION III - SUBCONTRACTING

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

301. JOB REGISTRATION

301.1 Each Contractor shall notify the Union in writing, on a uniform job registration form to be provided by the Contract Administration Committee of the location of each job on which he will be performing work covered by this Agreement. Such notice shall be given at least 48 hours prior to the commencement of work and shall contain all

the information required by the Contract Administration Committee. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Contractor to the Contract Administration Committee within 48 hours thereafter. The Union may withhold or withdraw workers from the Contractor for failure to comply with this Section 1.

301.2 In the event an employer takes over the performance of the contract covered by the terms of this Agreement for another employer, the successor employer shall notify the Contract Administration Committee by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor contractor to claims for any delinquent fringe benefits of the predecessor contractor through the grievance procedure in addition to any other claims which may arise because of such failure.

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

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

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

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

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

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

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

SECTION IV - APPLICABILITY

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

SECTION V - WAGE SCALES

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

501. WAGE & FRINGE BENEFIT INCREASES

	<u>Effective July 1, 2007</u>
	\$ 2.16 Wages
	\$.09 Vacation/Supplemental Dues
	\$.25 Pension A
	\$.05 Contract Administration
* *	\$ <u>.01</u> Grievance & Arbitration Trust

\$ 2.56

*On Sundays and Holidays \$1.50 per hour increase on Pension Annuity Plan B for each hour worked.

Effective July 1, 2008 \$ 2.55 To be allocated by the Union, including \$0.05 to Contract Administration

Effective July 1, 2009 \$ 2.55 To be allocated by the Union, including \$0.05 to Contract Administration

Effective July 1, 2010 \$ 2.55 To be allocated by the Union, including \$0.05 to Contract Administration

** Effective each July 1 of this contract, an additional \$.01 per year from Employers money to Grievance Arbitration Administration.

502. WAGE RATES - Effective 07/01/07

502.1 ZONE #1: Work performed within forty (40) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

Journeyman Carpenter \$ 32.63
Carpenter Welder \$+1.00

502.2 ZONE #2: Work performed outside of the Las Vegas Area Free Zone between forty (40) to sixty (60) road miles from Maryland Parkway and Charleston shall be compensated at the following rates:

Journeyman Carpenter \$+2.50
Carpenter Welder \$+1.00

502.3 ZONE #3: Work performed outside of the Las Vegas Area Free Zone over sixty (60) road miles from Maryland Parkway and Charleston, except for Laughlin, Nevada, shall be compensated at the, following rates:

Journeyman Carpenter \$ +4.25
Carpenter Welder \$+1.00

503. LAUGHLIN AREA: Work shall be compensated at the following rates:

Journeyman Carpenter \$+2.00
Carpenter Welder \$+1.00

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

504. FRINGE BENEFIT RATES - Effective July 1, 2007

Health & Welfare	\$ 3.95	
Pension	\$ 5.19	(\$2.34 Pension/\$2.85 Annuity)
Vacation/Supplemental Dues	\$ 2.95	(\$2.00 Vac/\$.95 Supp. Dues)
Apprenticeship	\$.35	
Carpenters/Contractor Cooperation Cmte	\$.21	
Grievance Arbitration/Administration	\$.08	
Contract Administration Trust (CAT)	\$.05	
Carpenters International Training Fund	<u>\$.04</u>	
TOTAL	\$12.82	

505. WELDING. The classifications of Carpenter-Welder and Millwright-Welder shall receive \$1.00 per hour over their respective Journeyman's rate. A carpenter-welder shall be defined a workman who holds a valid AWS D1.1 (Heavy Plate) or D1.3 (Light Gauge) certification; or other welding certification relevant to the scope of the job. And who has been dispatched as a certified welder or has been assigned by the Employer to weld on work on which his or her certification is required. This includes welding in panel yards or offsite for a project covered by this Agreement on work like precast and theming. For carpenter-welder classification this does not include miscellaneous or incidental welding of short duration or time accumulated of less than three (3) hours a day.

506. A millwright-welder shall be defined as a workman who performs work described as fusion, welding, brazing, soldering, burning and cutting of all materials. All millwright-welders shall receive the premium for the entire shift in which he performs work defined as a welding operation. Any carpenter who uses a hand held or tractor mounted oxyfuel torch, plasma arc torch or any other thermal cutting device for the purpose of cutting, burning, shaping, or fabricating of any material, for 4 hours or more in a single shift, shall also qualify for the 8 hours of welders' premium. Any apprentice who meets the above descriptions shall receive the premium for welder.

507. In the event that the scope of work demands certification beyond or other than AWS D1.1 or D1.3, it is agreed that the employer shall bear the expense of such certification. It is also agreed that the employer will provide, for each employee who meets the definition of carpenter or millwright-welder all gloves, welding hoods with proper filter lenses as per the standards of ANSI Z49.1 Sec. E4.2.1.1, replacement cover lenses, leathers or sleeves, wire brushes, chipping hammers, soap stone and other necessary equipment required to safely and properly perform the work of a welder. Also the employer shall replace these items in the event they become unusable due to wear or damage associated with welding operations.

508. Each employer shall provide a letter on company letterhead, to each welder employed. If the employee requests the welding qualifications letter in writing, this letter shall include employees name, Social Security number and verification that the welder performed work under the scope of his individual certification. The contractor, if requested in writing, shall provide an employee a copy of his welding records including a copy of his certification, procedures used and letter of welding qualification. Each employer shall recognize the letters of other signatory employers as verification of work performed under the standards of AWS D1.1 Sec. 4.1.3.1 and D1.3 Sec 4.9. These letters must be issued not later than the 15th of the month following the end of

each six month period or upon separation from the employer due to the completion of the project. If a welder is terminated or leaves the employer prior to the end of the project then such letter and information shall be produced within two weeks or ten working days of receipt of the written request for the information.

509. FOREMAN: The hourly wage scale for carpenter foreman shall be 9% above the journeyman carpenter wage rate. The hourly wage scale for carpenter general foreman shall be 9% above the carpenter foreman wage rate.

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

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

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

512.1 APPRENTICE SCHEDULE

Schedule of Periods	%	Schedule
1 st 6 months (Minimum 600 hours)	50	(1)
2 nd 6 months (Minimum 600 hours)	60	(2)
2 nd year (Minimum 1200 hours)	70	(2)
3 rd year (Minimum 1200 hours)	80	(3)
4 th year (Minimum 1200 hours)	90	(3)

512.2 SCHEDULE OF FRINGE BENEFITS FOR APPRENTICES

512.2.1 1ST 6 months – Health & Welfare, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Drywall/Lathing Industry Labor Management Cooperation Committee, Supplemental Dues, Carpenters International Training Fund.

512.2.2 2nd 3rd & 4th 6 months – Health & Welfare, Vacation, Apprenticeship, Grievance and Arbitration Administrative Trust Fund, Drywall/Lathing

Industry Labor Management Cooperation Committee, Supplemental Dues, Carpenters International Training Fund, Pension "A" contribution, Carpenters-Contractors Cooperation Committee.

512.2.3 3rd & 4th years – all current fringes

512.3 Carpenter Pre-Apprentice

512.3.1 As a prelude to apprenticeship. There is established a classification of Pre-Apprentice.

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

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

512.3.4 Pre-Apprentices shall, upon accumulation of 300 hours of on the job training become eligible for entry into the Apprenticeship program.

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

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

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

45% of Journeyman rate

.08 Grievance and Arbitration Administrative Trust Fund

.55 Supplemental Dues

.35 Apprenticeship Fund

513. PUBLIC WORKS: In the event an Employer bids public work which is to be performed at predetermined prevailing wage rates established under state or federal law, and said rates are below the wage rates in this Agreement, the predetermined prevailing wage rates and fringe benefits shall apply to that project for the first twenty-four (24) months of the project. This period shall commence from the date of notice to proceed. If specific provisions appear in the bid document such as special shifts, night or weekend work, and they are in conflict with the Master Labor Agreement, they may be appealed to the Work Preservation Committee. On public works, the one dollar and fifty cents, (\$1.50), on Annuity for Sundays and holidays shall not apply. If the Federal Davis Bacon Act or State Prevailing Wage Law is repealed or amended, the contract may be

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

514. It is the obligation of each employer to complete the State Prevailing Wage Survey or the Form or to allow the Union to perform it for them.

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

516. WORK PRESERVATION COMMITTEE: The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers. To implement the intent of this paragraph, the parties to this Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Western Wall and Ceiling Contractors Association. This Committee will review requests for changes in the terms and conditions of the Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve and implement such changes as it deems to be in the best interest of the parties to the Agreement.

SECTION VI - PLANS & FUNDS

600. The Contractors signatory to this Agreement agree to comply with all the terms set forth in the Agreements establishing: (1) the Southwest Carpenters Pension Trust, dated September 14, 1959; (2) the Southern Nevada Carpenters Annuity Fund dated July 1, 1989; (3) the Southwest Carpenters Health & Welfare Trust, dated February 8, 1955; (4) the Southwest Carpenters Training Fund, dated May 1, 1960; (5) the Southwest Carpenters Vacation Trust, dated April 1, 1962; and (6) the Contractors Grievance and Arbitration Trust and (7) Contract Administration Trust, (hereafter collectively referred to as the "Carpenters Trust Funds") and any amendments, modifications, extensions and renewals of such Trust Agreements. Such Trust Agreements are incorporated herein by reference and made a part of this Agreement.

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

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

603. Each individual Employer covered by this Agreement will contribute the sum of \$2.85 cents for each hour compensated to carpenters employed by such individual Employer under this Agreement to the Carpenters Southern Nevada Pension Trust Fund. This amount is reflected in the Pension contribution set forth in Section V. When work on Sundays and Holidays is done, there will be a \$1.50 premium paid for each hour of compensation under this Agreement.

604. Supplemental Dues

604.1 Subject to the following conditions, the Contractor agrees that he will remit to the Southwest Carpenters Vacation Trust on a monthly basis for every hour worked or paid for by employees covered by this Agreement the amount designated herein (See Section 5 Wage Scales) as vacation pay. If his employees sign a written authorization to do so, the Administrator of the Vacation Trust will deduct from that amount the sum of ninety-five cents (\$0.95) per hour or the amount of Supplemental Dues that are lawfully required by the Union. In implementing the foregoing the Carpenters Southwest Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

604.2 Said Supplemental Dues will be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the Southwest Carpenters Vacation Trust. All sums deducted by the Employers pursuant to the provision of this Article will, from the instant of their deduction, be considered dues if proper authorization will have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article will, from the

instance of their transmittal, be considered vacation contributions if no such proper authorization will have been furnished, and will be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank will separate the funds transmitted into dues and vacation contributions, respectively, based on whether or not a proper dues deduction authorization will have been filed. The bank will then deposit such sums in the account of either the Agent or the Vacation Trust. The Union will bear the responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment will be borne by the Union. This provision will not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above will be irrevocable for a period of one (1) year from the date of the execution and will renew automatically from year to year, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, will have revoked such authorization.

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

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

606. APPRENTICESHIP: The Employer and the Union agree to establish and operate a Joint Apprenticeship Committee for carpenters. The Joint Apprenticeship Committee is to have complete control and direction of the on-the-job and related class training of all apprentices in the trade.

607. To meet the cost of operation and administration of the joint apprenticeship program, each individual Employer covered by this Agreement will contribute the sum of thirty-five (\$.35) cents per hour for each hour compensated to carpenters employed by such individual Employer under this Agreement. Such contributions shall be made to the "Carpenters Joint Apprenticeship Committee Fund." The employment of apprentices shall be governed under conditions established in accordance with this paragraph (g) and under the rules and regulations of the Joint Apprenticeship Committee.

608. The Trustees of the Joint Apprenticeship Committee shall have the authority to establish new training programs to provide journeyman carpenters with training regarding upgrading such

carpenters on technology, materials and new methods of work that are related to the carpenters and millwright trades. Such programs shall be established within existing contributions and available funds.

609. A Contractor may employ one (1) apprentice for every two (2) journeymen. The Contractor must hire one (1) apprentice after ten (10) journeymen, including the foreman. After the first ten (10), then for every five (5) journeymen he must employ one (1) apprentice if available. If the Employer fails to maintain the ratio of journeyman to apprentice, the Union will dispatch an apprentice every time a journeyman is dispatched until the ratio is met. Two (2) apprentices may be employed with each journeyman on Insulation Work.

610. GRIEVANCE AND ARBITRATION/ADMINISTRATION TRUST FUND: There is hereby established a Grievance and Arbitration/Administration Trust Fund. The purposes of the Trust are to establish and administer procedures to process grievances and to provide third party independent arbitration on disputes concerning the interpretation or application of this Agreement that may occur between the employer or individual employer and the Union. Additionally, the purposes will include establishing, implementing and administering uniform labor relations policies and assisting in the negotiations of any modification, amendment, change, extension or renewal of this Agreement or any subsequent agreement on behalf of signatory members of the Association and those individual Employers who, under a collective bargaining agreement with the Union, are so obligated to contribute. Each individual employer agrees to contribute the sum of eight cents (\$.08) per hour for each hour compensated to carpenters employed by such individual employer under this Agreement, to the Grievance and Arbitration/Administration Trust Fund.

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

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

613. DRYWALL/LATHING INDUSTRY LABOR MANAGEMENT COOPERATION COMMITTEE, INC.

613.1 Each Contractor shall, effective July 1, 2007, contribute the sum of five (\$0.05) cents per hour for each hour paid for or worked by employees performing work covered by this Agreement to the Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., also known as the Contract Administration Committee (herein "CAC") and such contributing Contractor agrees to be bound by all of the provisions of the By-Laws and Articles establishing the Contract Administration Committee, as amended, as such may from time to time be amended or supplemented. These funds shall be utilized by the CAC to administer and enforce the provisions of this Agreement. The contribution to the CAC will increase by five cents (\$0.05) per year effective July 1, 2008.

613.2 The CAC shall endeavor to employ persons in the capacity to field investigators who have extensive knowledge in the scope of work covered by this Agreement. Such field investigators shall be authorized and shall be provided with special credentials authorizing them to visit and/or investigate any job site properly within the area of coverage of this Agreement and gather information from any employee, employer, Union representative or employer association or representative covered by the Agreement. The field investigators shall assist in the enforcement of the Job Registration requirements, including verification of registered and non-registered job sites with footage and man hour estimates in connection therewith. Field investigators of the Fund shall also investigate complaints arising in connection with other alleged violations of this Agreement.

613.3 The CAC is authorized to assist the UNION and the Association in any program or programs instituted by those organizations similar to the purposes and objectives of the CAC. Further, the CAC shall be authorized to cooperate with and exchange information with other construction industry craft programs whose purposes and objectives are similar to those specified therein. In case an individual Contractor fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the CAC or any of the parties hereto, may file an action to compel audit entry without regard to the grievance and arbitration procedures set forth in Article XV of this Agreement. Any action to secure compliance with the provisions of this Article, or to secure audit entry in order to perform such audits as may be required or requested pursuant to this Agreement, shall be brought and tried in a court of competent jurisdiction located in the city limit of Las Vegas, and each party to such action expressly waives any right to change venue of such action to any other county or any other place. If any individual Contractor refuses audit entry as required by this Agreement, and if an action is filed to complete audit entry, the individual Contractor shall be required to pay reasonable attorney's fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction

613.4 In addition to the above specified areas of responsibility, the CAC field investigators shall record any evidence of alleged violations discovered as set forth in Section 2 of

this Article. Such evidence of violation shall immediately be forwarded in writing to the appropriate parties to this Agreement. The CAC shall file charges with the Southern California Joint Adjustment Board in connection with the evidence of alleged violations of the Agreement with respect to job registration requirements, reporting of hours and payment of proper Trust Fund contributions and Uniform Drywall Bond requirements.

614. Audit and Contract Enforcement

- 614.1** Each individual Contractor shall maintain and make available upon written request by the Contract Administration Committee ("CAC") to auditors designated by said CAC all records of all firms believed to be compensating Drywall employees covered by this Agreement in which he or it has a financial interest. Said auditors shall be permitted to review and copy any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual Contractor during business hours at a reasonable time or times to examine and copy such books, records, papers, or reports of such individual Contractor as may be necessary to determine whether or not the individual Contractor is making full and prompt payment of all sums required by this Agreement. Said records shall include, but not necessarily be limited to, all job cost records, general check register and check stubs, bank statements and canceled checks, general ledger, workers' compensation insurance reports, financial statements, business income tax returns, employer time cards, payroll journals, individual earning records for all employees, forms W-2 and 1099 remitted to the U.S. Government, health and welfare and pension reports for all other trades, cash receipts journal, copies of all contracts, and all material invoices. Such records shall be made available at the Contractors' local office in Clark County, Nevada, or, if the Contractor does not maintain a local office, at the office of the Trust Fund.
- 614.2** In case an individual Contractor audited by the CAC is found to have materially breached the Agreement in the amount or manner of making contributions to the Trust Funds required under the Agreement, such individual Contractor shall be liable for the expenses of such audit, all expenses of collection as well as reasonable attorneys' fees, in addition to any other liabilities and expenses set forth under this Agreement, or the agreement and declaration of trusts establishing the fringe benefit procedures and obligations herein.
- 614.3** In case an individual Contractor fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the CAC or any of the parties hereto, may file an action to compel audit entry without regard to the grievance and arbitration procedures set forth in Article VIII of this Agreement. Any action to secure compliance with the provisions of this Article, or to secure audit entry in order to perform such audits as may be required or requested pursuant to this Agreement, shall be brought and tried in a court of competent jurisdiction located in the city limit of Las Vegas, and each party to such action expressly waives any right to change venue of such action to any other county or any

other place. If any individual Contractor refuses audit entry as required by this Agreement, and if an action is filed to complete audit entry, the individual Contractor shall be required to pay reasonable attorney's fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction.

- 614.4** In addition the Regional Council shall have the right to withdraw employees and refuse to dispatch workers to any individual Contractor who refuses audit entry within seven (7) calendar days or who refuses to make available relevant records necessary for the completion of the audit.
- 614.5** The CAC shall submit evidence of any alleged violation of this Agreement to the Association and the Southwest Regional Council of Carpenters, and shall then submit the matter to the Joint Adjustment Board for adjudication as though the complaint or grievance were filed by a Local Union, an individual Contractor or an individual worker.
- 614.6** In case the auditors designated by the Board of Trustees conduct an audit and determine that a Contractor has violated the provisions of this Agreement for hours worked (or paid for) in that the gross compensation, including any remuneration or compensation not required or permitted by this Agreement, divided by hours reported, exceeds the employee's base rate plus One Dollar (\$1.00) per hour, or if adequate records are not made available to allow the auditor to make his determination in that regard, or if hours worked for each payroll period are not recorded on payroll records, then the auditors shall calculate or estimate gross compensation including any remuneration or compensation not permitted in this Agreement from whatever information is available. This amount determined to be the gross compensation, when divided by the appropriate hourly wage, exclusive of vacation and other fringe benefits, and then multiplied by the appropriate hourly fringe benefit contribution rate according to this Agreement, shall be considered due the respective Trust Funds.
- 614.7** The failure to register jobs as required by Article III of this Agreement and/or the failure to report accurately all hours worked in a given period to the respective Trust Funds and/or to pay fully the required amounts to said Trust Funds as required by Article V of this Agreement shall constitute prima facie evidence of intent to violate this Agreement and shall require the auditors to apply the above-stated formula to determine the amount due the respective Trust Funds. The amount determined to be due by the application of the above formula shall be paid by the individual Contractor to the respective Trust Funds, unless challenged through the grievance procedure within ten (10) days from the date of receipt of the demand for payment.
- 614.8** If the Contractor fails to pay the said amount, and if a grievance is filed, the Joint Adjustment Board or arbitrator shall be authorized to assess damages in addition to any other remedies deemed appropriate by the Joint Adjustment Board or the arbitrator.

615. The failure to register jobs, and/or accurately report hours on jobs as required by this Agreement, shall entitle all of the Trusts to assess fringe benefits based upon the reports of the CAC field personnel as to their estimate of the hours that should have been paid on the particular job or jobs. Such estimate shall be conclusive evidence of the amount due and owing unless the estimate is found by the Joint Adjustment Board and/or the arbitrator to be arbitrary and capricious.

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

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

618. The Union may, upon ninety (90) days written advance notice at any time during the term of this Agreement, allocate any portion of the then-existing journeyman wage rate to the Vacation Savings Plan, Apprenticeship Committee Trust Fund, Carpenters International Training Fund, Work Preservation Committee Fund, Health and Welfare and/or Pension Plan.

619. TRUST FUND DELINQUENCIES:

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

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

619.3 If any of said Boards of Trustees, acting directly or through its authorized representatives, makes a determination that the Employer is delinquent in furnishing

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

SECTION VII - HIRING PROVISIONS

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

SECTION VIII - ZONE PAY

800. ZONE 1 - The Free Zone around Las Vegas shall be within forty (40) road miles from the intersection of Charleston Boulevard and Maryland Parkway.

801. ZONE 2 - Work performed outside of the Las Vegas Area Free Zone between forty (40) to sixty (60) road miles from Maryland Parkway and Charleston shall be compensated at rate set forth in Section V of this Agreement.

802. ZONE 3 - Work performed outside of the Las Vegas Area Free Zone of over sixty (60) road miles shall be compensated at the rate set forth in Section V.

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

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

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

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

806. The starting point for zone pay as described above shall be computed beyond twenty (20) miles from the post office in each community, and any workman qualified under the above

residence requirements shall have the first preference regarding employment in any of the above-described areas. Regardless of the residence of the workman, in the event the jobsite is located in any area other than the above-described areas, then each provision of this section on zone pay shall apply.

SECTION IX - HOURS OF WORK

900. Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work. The working hours shall be between the hours of 4:30 a.m. and 4:30 p.m., with thirty (30) minutes off for lunch. Lunch periods shall be scheduled not later than five (5) hours after the start of work. An employee required to work during his lunch period shall receive time and one-half of his regular hourly rate for such time. The employee must be allowed time to eat lunch as soon as possible. An earlier starting time or deviation of the scheduled meal time may be arranged upon the approval of a majority of the employees on the job in a poll conducted by the steward, provided that no work is started prior to 4:30 a.m. without agreement of the Union before starting time or meal period, the Employer shall give written notification of the deviation in starting time or meal period to the Union not less than 24 hours prior to the starting time of the deviation, and such notice shall contain the following information:

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

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

902. Overtime rates shall not be paid for work performed before 4:30 a.m. Monday through Friday, on jobs where deviation in starting time was performed in compliance with the provision of this Section. In the event an Employer fails to give proper notice to the Union of a deviation in starting time or fails to comply with the terms of this Section, the Employer shall be considered in violation of the Agreement and shall be required to pay for all time worked prior to 4:30 a.m. at the rate of time and one-half (1½X) Monday through Saturday, or double time (2X), if occurring on a Sunday or holiday.

903. The regular work week shall consist of five (5) days, Monday through Friday. **OVERTIME RATES:** First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Vacation Savings are part of the total taxable rate and therefore are multiplier of overtime, either at time and one-half (1½X) or double-time (2X).

904. Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be \$1.50 per hour additional paid to Pension Annuity. Employees must be given an eight (8) hour break between the termination of any work and the commencement of another straight time shift, except in cases of emergency.

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

906. When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operation, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time shall be paid the applicable overtime rate. When a special shift is established in accordance with paragraph (f), Special Shifts, it is understood that a single and a multiple shift may work concurrently on a project.

907. Shift Work: When more than one shift is worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The second shift shall work seven and one half (7½) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for after the above-specified work shifts in any one day or on a Saturday, Sunday or holiday shall be paid for at the applicable overtime rate.

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

909. Multiple Shifts:

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

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

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

910. If maintenance or remodeling or new construction work cannot be performed on a regular shift because of the fact that establishments cannot suspend operations during the day, a special single or second shift may be employed starting at a time coinciding with required operations of the establishment, Monday through Friday. The employees on these shifts will work eight (8)

consecutive hours, exclusive of a meal period, for which they shall receive eight (8) hours pay at the straight time rate. Four (4) ten (10) hour days may be utilized Monday through Friday at straight time rate. Notification to the Union is required before commencement of work in this paragraph.

911. The Employer may, in Zone 1, 2 & 3, after first notifying the Union, work a work week consisting of 10 hours per day for four (4) consecutive days between the hours of 5:00 a.m. and 6:30 p.m., Monday through Friday; providing all trades on the worksite work the same shift.

SECTION X - HOLIDAYS

1000. The following days are recognized as holidays: New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day. Note: with respect to millwrights, Admission Day is a recognized holiday in lieu of Veteran's Day for all Nevada Counties except for Clark, Lincoln, Nye and Esmeralda. If any of the above holidays should fall on a Sunday, the Monday following shall be considered a recognized holiday. Work on such days shall be paid for at the applicable overtime rate (2X). No work shall be performed on Labor Day, unless the Union is notified five (5) days prior to Labor Day and it shall be voluntary. The five (5) day notice will be waived to preserve life and property. If it becomes necessary to work on Labor Day, it will be (3X) three times the regular wages.

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

SECTION XI - SHOWUP TIME

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

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

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

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

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

SECTION XII - PRE-JOB CONFERENCE

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

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

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

SECTION XIII - PAYMENT OF WAGES

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

1301. When employees are paid by check on other than a local bank, the Employer shall make arrangements for a local bank to honor his checks. The Employer will not require a lien waiver as a condition precedent to the receipt of a payroll check. All wages shall be paid by paycheck only. The individual Employer shall show on the paycheck stubs the individual Employer's name, business address, payroll ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period.

1302. Whenever an employee resigns or quits his employment, the wages and compensation earned and unpaid at the time of such resignation or quitting shall be paid within twenty-four (24) hours after a demand therefore. The Employer may not in any case, however, withhold the employee's final check for a period longer than three (3) days unless the delay is caused by circumstances beyond the control of the Employer.

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

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

SECTION XIV - UNION REPRESENTATIVE

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

1401. Stewards:

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

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

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

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

SECTION XV - GRIEVANCE PROCEDURE

1500. Subject to the exceptions provided for in Article V of this Agreement, any dispute, grievance or question concerning the application or interpretation of this Agreement shall be determined in accordance with the provisions of this Article. Disputes concerning the proper payment of Trust Fund contributions or amount of Trust Fund contributions due and owing may at the option of any party hereto be submitted to the provisions of this Article, provided however, that the Trustees of the respective Trust Funds referred to in this Agreement shall not be required, as a condition of collecting all amounts due such Trust Funds, to submit their claims through the provisions of this Article.

1501. There is hereby established a Joint Adjustment Board for Southern Nevada for all grievances and claims arising under this Agreement and it shall be known as "The Southern Nevada Joint Adjustment Board for the Drywall Industry."

1501.1 The Board shall be composed of four representatives and their alternates selected by the Association and four representatives and their alternates selected by the Union.

1501.2 In addition to the employer and employee members, the Board shall have as a member an individual who shall be a permanent neutral arbitrator who shall sit as the chairman of the Board and shall attend meetings as scheduled. The permanent neutral arbitrator, who shall have no business connection with either party to this Agreement, shall be authorized to participate in the proceedings and if the Joint Adjustment Board is unable to reach a majority vote, the arbitrator shall render the deciding vote. The decision of the Joint Adjustment Board and/or the decision of the arbitrator, as the case may be, shall be final and binding upon all parties to this Agreement and shall have the effect of a legal judgment.

1501.3 A quorum of the Board shall consist of one employer member and one Union member along with the arbitrator. All decisions of the Joint Adjustment Board shall be by majority vote, with each party having equal voice and vote.

1501.4 Any individual employer against whom a grievance or claim has been filed may, upon demand, require that the arbitrator make the decision in the case rather than the Joint Adjustment Board. In the event that any individual employer fails to appear or refuses to participate in the grievance proceedings, the grievance or claim against said individual employer shall be processed and upon submission by the charging party or parties, the Joint Adjustment Board or the arbitrator, as the case may be, shall make a decision concerning said grievance or claim. No decision

concerning an individual contractor who fails or refuses to appear shall be made unless the neutral arbitrator issues said decision.

1502. The Joint Adjustment Board and the arbitrator, as the case may be, shall have the power to adjust grievances and disputes, make awards of back pay, levy fines for violations of the Agreement, and assess liquidated damages in accordance with the provisions of this Agreement, which shall be final and binding upon all parties to this Agreement. The Joint Adjustment Board may, as part of a remedy in any case before it, order an increase of the bonding requirements specified in this Agreement up to a maximum of \$30,000.00, or an amount equivalent to the average of the three (3) highest contributing months within the previous twelve (12) month period, whichever is greater, and may specify the effective date of such bonding requirements.

1503. The parties recognize and acknowledge that compliance with the requirements to pay wages, fringe benefits, and to abide by the provisions of this Agreement is essential for maintenance of this Agreement, the health and safety of workers covered thereunder, the fairness to all parties (including the Union, employees and employers in the industry), and that it would be extremely difficult if not impracticable to fix the actual expense and damage to the workers, and the Union, and the industry, for any failure to comply with any of the provisions of this Agreement. Any liquidated damages assessed by the Joint Adjustment Board or the arbitrator shall become due and payable to the Joint Adjustment Board as liquidated damages and not as a penalty. Neither the Joint Adjustment Board nor the impartial arbitrator shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

1504. In addition to any rules and procedures which the Panel may adopt, the Joint Adjustment Board and the permanent neutral arbitrator shall be governed by the following provisions:

1504.1 All proceedings shall be done in an expedited manner and no briefs, transcripts or written opinions shall be required unless specifically requested by any parties to the grievance or unless ordered by the permanent neutral arbitrator. The parties specifically agree that the permanent neutral arbitrator shall not be required to render an expanded opinion in any case unless requested prior to the commencement of the proceedings.

1504.2 The Board shall meet within forty-five (45) days of any item referred to it and shall establish regular monthly meetings for the purposes of hearing all grievances and claims filed therein. The Board shall provide notice of time and place of hearings to all persons having business before the Board and shall establish regular meeting places and mailing address for all matters. All proceedings of the Southern Nevada Joint Adjustment Board shall be held in the City of Las Vegas unless mutually agreed to move to another location.

1504.3 The expenses of the Joint Adjustment Board and the permanent neutral arbitrator, including all costs of a court reporter or otherwise, shall be paid by the Contract Administration Committee provided that all fines, assessments, or liquidated damages which are not awarded to individual employees or to the Trust Funds shall be retained by the Joint Adjustment Board to defray expenses. Any

surplus funds shall be turned over to the Trustees of the Apprenticeship Trust for the sole and exclusive use by said Apprenticeship Trust Fund.

1504.4 Any grievance or dispute to be submitted shall be presented to the Joint Adjustment Board within thirty (30) days after the complaining party has actual knowledge of the facts giving rise to the dispute or, when further discovery is necessary, the complaining party has made final determination of the facts giving rise to the dispute. Whenever possible before submission of the dispute to the Joint Adjustment Board, representatives of the Regional Council and the individual contractor shall attempt to adjust the matter. If after twenty-four (24) hours the matter cannot be adjusted between the respective parties, either party may submit the matter to the Joint Adjustment Board, which shall render a decision within the limits and subject to the provisions of this Article and applicable rules and regulations.

1504.5 Repeated violators of this Agreement shall lose the rights of the 24-hour adjustment provisions of this section.

1504.6 The Joint Adjustment Board or arbitrator may, as part of a remedy, require a contractor to submit weekly reports of workers and hours worked to the Contract Administration Committee.

1504.7 In any grievance in which the arbitrator is requested to issue an expanded opinion, the arbitrator shall not be required to render such an opinion unless the party requesting the same guarantees to pay any additional charges or expenses of such services. The decision of the arbitrator of the Joint Adjustment Board shall be issued within thirty (30) days following completion of the proceedings.

1504.8 Charges and expenses incurred as the result of special hearing or hearings heard on days other than the regular scheduled meeting date of the Joint Adjustment Board, shall be payable by the party requesting such special hearings and shall not be the responsibility of the Contract Administration Committee.

1505. A decision of the Joint Adjustment Board or the decision of the permanent neutral arbitrator shall be enforceable by petition to confirm an arbitration award filed in the Superior or Municipal Court of the City and County of Las Vegas for all proceedings of the Southern Nevada Joint Adjustment Board. Alternatively, such petition may be filed or tried in the United States District Court for the Southern District of Nevada.

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

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

continues. Said right to withdraw employees or strike shall be in addition to all other remedies available herein.

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

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

SECTION XVI - TOOLS

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

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

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

1603. If any individual employee's full box of working tools is lost by reason of fire, theft or forcible entry while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of seven hundred fifty dollars (\$750.00) within five (5) working days from the date of claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim. To implement this section, the individual carpenter shall provide an exact written inventory of tools within five (5) days after starting the job.

SECTION XVII - WORKING CONDITIONS

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

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

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

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

1704. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in this Agreement. Any other method of paying employees, such as the use of piecework, bonus systems, quota setting or lumping of the work, shall be deemed a violation of this Agreement. Work performed under this Agreement shall be done by the employees of the Employer on an hourly basis subject to the subcontracting provisions of this Agreement, and the Employer recognizes those sections of the Constitution and Bylaws of the United Brotherhood of Carpenters and Joiners of America which prohibit its members from contracting for labor only. The contracting Employer agrees that all work covered by this Agreement shall be performed by carpenters and that such workmen shall be employees of the Employer or the subcontractor employed under the terms of this Agreement. The provisions regarding piecework and minimum hourly wage rates shall not be applicable in the event a carpenter is employed under Appendix "D" relating to residential construction.

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

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

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

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

1709. The Union shall within six months create a database that will track all apprentices and journeymen and their certifications along with the expiration of their certifications. All journeymen and apprentices shall be trained in and receive certifications in safety, CPR, first aid, OSHA, scaffold training, and any other certification or requirement to meet City, State or Federal rules or laws.

1710. The Union shall be responsible for creating and implementing the certification program by December 31, 2007. Thereafter, the Union shall monitor and make any required changes in the program. The Union will also develop a program for notifying employees when their certifications are up for renewal.

1711. The Contractor shall provide or pay for, parking facilities for employees where free parking is not available within three blocks of the job, or one-quarter (1/4) mile, whichever is less. When bussing of employees from a remote parking facility is used, the employee will travel in on his or her own time not to exceed thirty (30) minutes and must be returned to the parking area no later than thirty (30) minutes after quitting time or overtime will be assessed for the delay. If an employee is at the designated parking area thirty minutes before the start of work he or she will be considered to have started work on time regardless of when the bus arrives at the jobsite. Where payment is applicable, payment shall be made to the carpenter who turns in a parking check stub for reimbursement of actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.

1712. The parties to this Agreement recognize and understand that it would be inconsistent with the industry custom and practice to prohibit individuals, under normal conditions, during the first half of the shift, a 15 minute unorganized break at his or her assigned work area. If an employee is scheduled to work ten (10) or more hours on any day, he will be given a second fifteen (15) minute, unorganized break at the place of work during the second half of the shift between the sixth and ninth hour.

SECTION XVIII - UNION SECURITY

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

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

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

SECTION XIX - SAVINGS CLAUSE

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

SECTION XX - FOREMEN

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

SECTION XXI - SURETY BOND

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

NUMBER OF EMPLOYEES

FACE AMOUNT

0 - 5	\$ 15,000.00
6 - 12	\$ 25,000.00
13 - 25	\$ 50,000.00
26 - 50	\$ 100,000.00
51 - 75	\$ 150,000.00
76 or more	\$ 200,000.00

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

SECTION XXII - EFFECTIVE DATE AND TERMINATION

2200. This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect to and including June 30, 2011 and continue in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the Agreement may give written notice to the other of a desire to change, modify or terminate the Agreement at least sixty (60) days but not more than ninety (90) days prior to June 30, 2011 or June 30 of any succeeding year.

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

DATE July 12, 2007

DATE July 2, 2007

**WESTERN WALL AND CEILING
CONTRACTORS ASSOCIATION
6280 SOUTH VALLEY VIEW BLVD.
SUITE #610
LAS VEGAS, NV 89118**

**SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS AND
AFFILIATED LOCAL UNIONS
501 NORTH LAMB BLVD.
LAS VEGAS, NV 89110**

SIGNED BY: Robert Campbell

SIGNED: Marc J. Furman

PRINTED NAME: Robert Campbell

PRINTED NAME: Marc J. Furman

TITLE: Manager – Southern Region

TITLE: Senior Administrative Assistant

APPENDIX “A” - HIRING PROVISIONS

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

3001. The Local Unions shall establish and maintain open and nondiscriminatory employment on work covered by this Agreement.

3002. It is agreed by the Employer and the Union to fully comply with all the provisions of the federal and state laws to the end that no person shall, on the grounds of sex, race, color, national origin, or membership or non-membership in a labor union, be excluded from participation in or be denied the benefits of the terms of this Agreement or otherwise subjected to discrimination by not having full access to the terms of this Agreement. The Union hereby agrees to indemnify and hold harmless the Employer from any losses or damages resulting from any act or omission of the Union in breaching or failing to comply with all such laws and regulations, not however, including court costs and attorneys fees not authorized by the Union.

3003. The Employer shall first call upon the Local Union having jurisdiction for such men as the Employer may from time to time need, and the respective Local Union shall furnish to the Employer the required number of qualified and competent workmen of the classification requested by the Employer strictly in accordance with the provision of this section.

3004. It shall be the responsibility of the Employer when ordering men to give the Local Union all of the pertinent information regarding the workmen's employment, to enable the dispatch of the workmen required.

3005. The Local Union will furnish, in accordance with the request of the individual Employer, such qualified and competent workmen of the classifications needed from among those entered on the employment lists, to the individual Employer by use of a written referral in the following order of preference on a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All applicants for referrals to jobs shall receive equal consideration for employment without regard to sex, race, creed, color or national origin, in conformity with the requirements of the federal and state laws.

3006. The selection of qualified, competent workmen and the order of preference on dispatching of such workmen shall be on the following basis:

3006.1 To qualify for referral as a journeyman, the applicant must submit evidence either of satisfactorily having completed a course in apprenticeship training conducted by or under the DIRECTION (discretion) of the standards of the Bureau of Apprenticeship, United States Department of Labor, or he shall submit satisfactory written proof that he has at least four (4) years experience in the carpenter trade.

3006.2 The Union shall maintain a register of all applicants so qualified, established on the basis of the groups listed below, each applicant being registered in the highest priority group for which he qualifies:

3007. CARPENTER LIST: Journeyman Carpenters, form builders, setters, layout, finish, framers and welders.

3008. DRYWALL LIST: Journeyman Drywallers, metal framer, acoustic specialists, lathers, layout and welders.

3009. The Employer may request by name any qualified workman whose name is on the out-of-work list. On jobs with no on site or in office hiring or solicitation one worker in four (4) must be requested off the top of the list.

3010. The dispatcher at the Local Union in the first instance, in accordance with the provisions of this section, will determine whether a workman is qualified to register and into what group or list he shall be placed. This determination will normally be based upon information or papers which the workman or the Employer supplies. If any doubt exists as to any material matter, the dispatcher may call or otherwise make a prompt investigation to get any facts required.

3011. The Local Union shall post at the hiring hall of the Local Union all Provisions, including the terms of this Agreement and any hiring hall procedures adopted by the Union and not in conflict with terms of the Agreement. Copies of such hiring hall procedures shall be posted in an area where notices to applicants for employment with the individual Employers are customarily posted.

3012. When ordering workmen, the individual Employer will give written notice to the Local Union, if possible, no later than 2:30 p.m. of the day prior (Monday through Friday), or in any event not less than twelve (12) hours, if possible, before the reporting time. In the event forty-eight (48) hours elapse after such notice without the Local Union furnishing any workmen, (Saturdays, Sundays and recognized Holidays excluded) the individual employer may procure workmen from any other source or sources. If workmen are so employed, the individual Employer shall promptly report, to the appropriate Local Union, each such workman by name.

3013. Subject to the terms of this Section, the individual Employer retains the right to reject any workman referred by the Union for any reason, and the individual Employer may discharge an employee for any cause which he may deem sufficient, provided, however, in the hiring or discharging there shall not be any discrimination or the part of the Employer against any employee for activities in behalf of or in representation of the Union not interfering with the proper performance of his duties. In the event the Employer does not hire the workman dispatched, the

Employer shall pay such workman a minimum of two (2) hours show-up pay at the hourly rate and all fringe benefits for his classification in Zone 1 and a minimum of four (4) hours in Zone 2 & 3.

3014. No show-up time will be applicable when a workman reports in a physically unfit condition to work or fails to report to the jobsite within one hour after being dispatched to a job located within twenty (20) miles from the Local Union Hall, or refuses to work when assigned by the Employer, or reports to the job and fails to have the traditional tools of the trade necessary to perform the job. The provisions on not paying show-up time as set forth in this section shall also be applicable to the requirement of paying zone pay to an employee reporting to a zone beyond twenty (20) miles from the Las Vegas Area Free Zone as set forth in Section VIII of this Agreement.

3015. When requesting an apprentice from the Union and such apprentice is not called by name, then the Union shall dispatch an apprentice from the hiring list in the order that the apprentice has signed the list, regardless of the year of such apprentice's training. Nothing in this subsection shall change the existing practice of (for) hiring apprentices directly by the Employer or calling for an apprentice by name from the Union's hiring list.

3016. The Employer will provide a printed form for handout by the Union at time of dispatch indicating necessary forms of identification required by Immigration to establish eligibility to work under Federal Law.

3017. The use of, or being under the influence of drugs or alcohol (substance abuse) during working hours will not be tolerated. A drug abuse prevention & detection program is hereby adopted incorporated as Appendix "G".

APPENDIX “B” - CARPENTER WAGE RATES FOR LOCAL #897 JURISDICTIONS

4000. The geographic jurisdiction of Local Union 897 as defined in Section II – 200. Coverage is meant to be the City of Searchlight and all area South in the State of Nevada. An area in California that includes the City of Needles, and an area in Arizona that includes the Cities of Bullhead City, Kingman, Lake Havasu City and Parker. A detailed map provided upon request.

4001. Light Commercial Package: (Non-gaming commercial projects \$250,000.00 or less)

Effective	<u>July 1, 2007</u>
Wage	\$21.00
Health & Welfare	3.95
Pension Plan A	2.34
Pension Plan B	-----
Supplemental Dues	.45
Apprenticeship	<u>.15</u>
Total	\$ 27.89
2008 -	+ \$.50
2009 -	+ \$.50
2010 -	+ \$.50

4002. Non-Gaming Commercial Package (Non-gaming commercial projects over \$250,000.00)

Effective	<u>July 1, 2007</u>
Wage	\$ 26.00
Health & Welfare	3.95
Pension Plan A	2.34
Pension Plan B	1.33
Supplemental Dues	.45
Apprenticeship	<u>.20</u>
Total	\$34.27
2008 -	+ \$.75
2009 -	+ \$.75
2010 -	+ \$.75

4003. These rates will be reviewed annually by the Work Preservation Committee and adjusted as necessary.

4004. Gaming-Related work and Public Works projects will be performed under the current Master Labor Agreement.

APPENDIX "D" - SPECIAL PROVISIONS FOR RESIDENTIAL CONSTRUCTION

5000. The following special provisions shall apply for all residential construction for the purpose of this Appendix "D" "Residential" shall be defined as follows:

5001. "RESIDENTIAL" DEFINITION: All residential wood frame construction, not more than four (4) stories in height above the exterior grade, such as, but not limited to, single family dwellings, condominiums, townhouses, apartment houses and mobile home parks. Hotels, motels, assisted living facilities are expressly excluded.

5002. Except as specifically set forth in this Appendix, each and every term and condition of the Labor Agreement shall apply to the Employer and Union. The Union reserves the right to enter into a specific housing agreement based on need and conditions deemed necessary with that individual employer.

APPENDIX "E" - LIGHT COMMERCIAL CONSTRUCTION

6000. The following special provisions for Light Commercial Construction shall apply:

6000.1 "LIGHT COMMERCIAL" DEFINITION: All wood or steel frame, concrete block, tilt-up and poured-in-place concrete construction not more than four (4) stories in height, such as, but not limited to, shopping centers, stores, office building, warehouses, and fast food establishments, but excluding hotel-motel gaming projects where a Nevada unlimited gambling license or live gambling will be in effect; and where the total cost of the project does not exceed ten million dollars (\$10 million), including curb, gutter and sidewalk.

6000.2 The light commercial project definition, as stated above, shall apply to a tenant improvement project, regardless of the number of stories, on work in an existing structure which is not part of a new project.

6000.3 Requests to apply provisions of the Light Commercial, Appendix "E" to projects over the ten million dollars (\$10 million) limit, and where the project meets the definition in paragraph (a), and where non-union competition exists are encouraged. Application should be made directly to the Union on forms provided. These forms include information as to bid date, other bidders and relief requested. The form may be obtained from employer associations or directly from the Union. Request must be received at a minimum of five (5) working days prior to bid date.

6000.4 On light commercial projects, as defined above, the minimum hourly rate shall be seventy-five percent (75%) of the current journeyman carpenter rate established under this Agreement plus Vacation and Annuity Plan B.

6000.5 The provisions of Appendix "E" shall not apply on public works projects covered by the Davis Bacon Act or other prevailing wage regulations.

6000.6 Except as specifically set forth in this Appendix, each and every term and condition of the Master Labor Agreement shall apply to the Employer and Union

6001. VACATION SAVINGS PLAN, HEALTH AND INSURANCE PLAN, PENSION PLAN, APPRENTICESHIP TRAINING, GRIEVANCE AND ARBITRATION/ ADMINISTRATION AND CARPENTERS-CONTRACTORS COOPERATION COMMITTEE.

6001.1 The Employer shall contribute to each of the Trust Funds as provided in Section VI of the master labor Agreement in the amounts set forth unless modified in this Appendix E.

6001.2 WAGE RATES AND FRINGE BENEFITS:

6001.2.1
Wages

Journeyman Carpenter

July 1, 2007
29.32

Fringe Benefits

Pension A	2.34
Health & Welfare	3.95
Supplemental Dues	.95
Apprenticeship	.35
C/CCC	.21
Grievance & Arbitration	.08
Int'l Training	.04
Drywall/Lathing Labor Management Contract Administration	<u>.05</u>
	\$ 7.97 + wage

6001.2.2 Concrete Specialist

(Wages 80% of Journeyman)

Wage **July 1, 2007** \$ 23.46

Fringe Benefits

Pension Annuity B	1.00
Health & Welfare	3.95
Supplemental Dues	.70
Apprenticeship	<u>.15</u>

Total \$ 5.80 + wage

6001.2.3 Craft Assistant (Stocker/Scrapper)

(Wages 60% of Journeyman)

Wages **July 1, 2007** \$ 17.59

Fringe Benefits

Annuity B	1.00
Health & Welfare	3.95
Supplemental Dues	.55
Apprenticeship	<u>.15</u>

Total \$ 5.65+ wage

6001.3 Concrete specialists and craft assistant categories may be used by contractors on work that meets the definition in this Appendix. They are not required to do so.

6001.4 Other modifications can be made to the wages and fringe benefit contribution rate on a project basis by utilizing the Work Preservation Committee on work defined in this Appendix.

6001.5 If either party wants to reopen Appendix E to renegotiate wages or fringe benefit contributions, such party must provide the other party written notice at least 30 days prior to July 1, 2002.

6002. OVERTIME:

The conditions as set forth-in Section IX in this Master Labor Agreement shall apply unless modified under this Appendix.

6003. OTHER PROVISIONS:

6003.1 When an employee has been prevented from working for reasons beyond the control of the Employer, such as inclement weather, or mechanical failure, during the regularly scheduled work week, upon prior written notification to the Union, a makeup shift (whole day only) may be worked on Saturday for which the employee shall receive eight (8) hours' pay at the straight time rate of pay.

6003.2 Overtime: Time and one-half (1½X) shall be paid for the first four (4) hours outside of the regular scheduled shift Monday through Friday and the first twelve (12) hours on Saturday. All overtime on Sundays and Holidays shall be paid at double (2X) time and shall exclude \$1.50 premium for Annuity Plan B.

6003.3 In the Light Commercial Industry the Employer may employ a ratio of (1) one Apprentice (1) one Craft Assistant, and (1) one Concrete Specialist, for every Carpenter Journeyman. These non-journeymen will work under the direct supervision of the Carpenter Journeyman and will perform but not be limited to such duties as stocking, scrapping, nailing off, clean-up and any other ancillary duties assigned to them by the Journeyman, they are assigned to work with.

6003.4 Apprentices will be dispatched at the appropriate percent of wages for the Light Commercial Journeyman rate with benefits as specified in section V of the Master Labor Agreement except as modified in Appendix E.

6003.5 Unless otherwise specified, all other provisions and/or conditions as set forth in the Master Labor Agreement shall apply.

APPENDIX "G" - DRUG ABUSE PREVENTION AND DETECTION

7000. 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 work place and to maintain a drug and alcohol free work environment, individual employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

7000.1 It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable agreement.

7000.2 All applicants or newly hired employees will undergo a drug test at the direction of the Employer, but not later than five (5) days after commencement of work, at a facility agreed upon by the Employer and the Union. The cutoff levels for both the initial test and the confirmation test will be those established by the Federal Department of Health and Human Services. The facility where the sample is tested will be approved by the Federal Department of Health and Human Services. The Employer agrees to pay each applicant or employee who takes and passes the drug test for all the time it takes to undergo the drug test up to a maximum of two (2) hours travel time plus lab time. If an employee fails the drug test and has time coming to him or her, the employer may withhold the cost of the drug test from the final check. Employers may use an oral fluid test or urine screen, solely as a type of pre-employment screening process. Testing procedures shall be conducted in a manner consistent with the products' manufacturing specifications ("Avitar ORAL screen" or Branam Medical Corp. "Oratect"). Any "non-negative" test results shall be designated as inconclusive. Employers may seek a urine test at a certified laboratory in accordance with the drug testing procedure set forth in this collective bargaining agreement to confirm results.

7000.3 Applicants not passing the drug test will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug test will be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.

7000.4 The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

7000.5 An Employer may require that an employee who contributed to an accident be tested for drugs and alcohol where the Employer has reasonable cause to believe that the accident resulted from drug usage.

7000.6 There will be no individual random drug testing by the signatory Employer.

7000.7 It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

7000.8 A sufficient amount of a sample shall be taken to allow for an initial test and confirmation test. The initial test will be an Enzyme Multiplied Immunoassay Technique (E M I T). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography-Mass Spectrometry (G C/M S). The cutoff levels for both the initial test and confirmation test will be those established by the Federal Department of Health and Human Services. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one (1) year. Collection and transportation of each sample must be done in accordance with the procedures mandated by the Federal Department of Health and Human Services.

7000.9 Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work, for which the employee is qualified, exists, he or she shall be reinstated.

7000.10 Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

7000.11 In the event an individual Employer is required, as a condition of contract award, to abide by the terms and conditions of an owner's drug and alcohol policy, the Employer will notify the interested Unions in writing prior to implementing such policy.

7000.12 The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

7000.13 The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.

7000.14 The Employers will be allowed to conduct periodic jobsite drug testing on construction projects until completion of work under the following circumstances:

7000.14.1 The entire jobsite must be tested including all employees of the Employer.

7000.14.2 Prior to start of periodic jobsite testing the Employer will notify the Union in writing.

7000.14.3 Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.