MAINTENANCE AND OPERATIONS (M&O)

PROJECT LABOR AGREEMENT

FOR THE NEVADA TEST SITE (NTS)

between

NATIONAL SECURITY TECHNOLOGIES LLC
(NSTec)

and

THE SOUTHERN NEVADA BUILDING
AND CONSTRUCTION TRADES COUNCIL
AND OTHER SIGNATORY UNIONS

October 1, 2007 - September 30, 2012
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PREAMBLE</td>
<td>4</td>
</tr>
<tr>
<td>2</td>
<td>INTENTS AND PURPOSE</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>SOUTHERN NEVADA LABOR ALLIANCE</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>DOE, NNSA/NV ORDERS AND DIRECTIVES</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>NUCLEAR FACILITIES</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>GENERAL SAVINGS CLAUSE</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>WORK SUBJECT TO THIS AGREEMENT</td>
<td>6</td>
</tr>
<tr>
<td>8</td>
<td>OFF-SITE WORK</td>
<td>7</td>
</tr>
<tr>
<td>9</td>
<td>UNION RECOGNITION</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>MANAGEMENT RIGHTS</td>
<td>7</td>
</tr>
<tr>
<td>11</td>
<td>NO STRIKES OR LOCKOUTS</td>
<td>8</td>
</tr>
<tr>
<td>12</td>
<td>UNION REPRESENTATION</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>SUBCONTRACTING</td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>HIRING PROCEDURES AND NON-DISCRIMINATION</td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>DRUG AND ALCOHOL POLICY</td>
<td>10</td>
</tr>
<tr>
<td>16</td>
<td>SAFETY AND HEALTH</td>
<td>10</td>
</tr>
<tr>
<td>17</td>
<td>PROCESSING TIME</td>
<td>11</td>
</tr>
<tr>
<td>18</td>
<td>PHYSICAL EXAMS</td>
<td>13</td>
</tr>
<tr>
<td>19</td>
<td>WAGES</td>
<td>13</td>
</tr>
<tr>
<td>20</td>
<td>SHIFTS AND HOURS OF WORK</td>
<td>14</td>
</tr>
<tr>
<td>21</td>
<td>REPORTING TIME AND MINIMUM PAY</td>
<td>18</td>
</tr>
<tr>
<td>22</td>
<td>MEAL PERIODS</td>
<td>19</td>
</tr>
<tr>
<td>23</td>
<td>REPORTING POINTS AND TRANSPORTATION</td>
<td>20</td>
</tr>
<tr>
<td>24</td>
<td>ZONE PAY</td>
<td>21</td>
</tr>
<tr>
<td>25</td>
<td>ALLOWANCES WHILE TRAVELING</td>
<td>22</td>
</tr>
<tr>
<td>26</td>
<td>HOLIDAYS</td>
<td>23</td>
</tr>
<tr>
<td>27</td>
<td>OVERTIME</td>
<td>24</td>
</tr>
<tr>
<td>28</td>
<td>COURT DUTY</td>
<td>26</td>
</tr>
<tr>
<td>29</td>
<td>MILITARY LEAVE</td>
<td>26</td>
</tr>
<tr>
<td>30</td>
<td>MIXED CREWS</td>
<td>27</td>
</tr>
<tr>
<td>31</td>
<td>WORKFORCE FLEXIBILITY</td>
<td>27</td>
</tr>
<tr>
<td>32</td>
<td>WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES</td>
<td>28</td>
</tr>
<tr>
<td>33</td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>34</td>
</tr>
<tr>
<td>34</td>
<td>INTERPRETATIONS COMMITTEE</td>
<td>35</td>
</tr>
<tr>
<td>35</td>
<td>TERM OF AGREEMENT</td>
<td>36</td>
</tr>
<tr>
<td>36</td>
<td>APPENDIX A’s</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>BOILERMAKERS, LOCAL UNION NO. 92</td>
<td>37</td>
</tr>
<tr>
<td>2</td>
<td>CARPENTERS AND MILLWRIGHTS, LOCAL UNION NOS. 1780 &amp; 1827</td>
<td>42</td>
</tr>
<tr>
<td>3</td>
<td>LABORERS, LOCAL UNION NO. 872</td>
<td>47</td>
</tr>
<tr>
<td>4</td>
<td>ELECTRICAL WORKERS (WIREMEN), LOCAL UNION NO. 357</td>
<td>57</td>
</tr>
<tr>
<td>5</td>
<td>ELECTRICAL WORKERS (LINEMEN), LOCAL UNION NO. 396</td>
<td>69</td>
</tr>
<tr>
<td>6</td>
<td>OPERATING ENGINEERS, LOCAL UNION NO. 12</td>
<td>81</td>
</tr>
<tr>
<td>7</td>
<td>PAINTERS, LOCAL UNION NO. 159</td>
<td>93</td>
</tr>
<tr>
<td>8</td>
<td>PLUMBERS AND PIPEFITTERS, LOCAL UNION NO. 525</td>
<td>100</td>
</tr>
<tr>
<td>9</td>
<td>SHEET METAL WORKERS, LOCAL UNION NO. 88</td>
<td>105</td>
</tr>
</tbody>
</table>
ARTICLE 1

PREAMBLE

This Agreement entered into this 1st day of October, 2007, by and between National Security Technologies LLC (herein referred to as NSTec) and the Southern Nevada Building and Construction Trades Council AFL/CIO, its undersigned Unions and other Signatory unions (hereinafter collectively referred to as UNION), recognize that work at the Nevada Test Site (herein referred to as NTS), performed by NSTec, requires innovation, flexibility, and responsive Labor-Management practices.

The Nevada Test Site shall include work performed at the Nevada Test Site, Remote Sensing Lab, North Las Vegas Facility, Tonopah Test Range, Yucca Mountain Site, and other facilities or NSTec extensions of the government program within the Department of Energy (DOE), National Nuclear Security Administration Nevada Operations Office (NNSA/NV) system which is under the jurisdiction of the Local Unions within the State of Nevada.

To this end, the collective strengths and resources of the UNION(s) and NSTec are teamed in a partnership for the purposes of providing the Department of Energy, (DOE), National Nuclear Security Administration Nevada Operations Office (NNSA/NV) an available and sufficient work force which is efficient, competent, and qualified.

ARTICLE 2

INTENTS AND PURPOSE

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

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

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

SECTION 2. This Agreement and the Southern Nevada Labor Alliance shall be the only Collective-Bargaining Agreements between the parties which shall apply at the NTS and no other Agreements, either Local or National, shall apply over these Agreements. Employment practices not part of this Agreement shall not be recognized.

SECTION 3. Appendices of this Agreement are applicable only to the signatory unions and shall be
considered as an integral part of this Agreement.

SECTION 4. Anytime the masculine gender is used in this Agreement, it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

ARTICLE 3

SOUTHERN NEVADA LABOR ALLIANCE

National Security Technologies LLC (NSTec) and the Southern Nevada Building and Construction Trade Unions and other Signatory Unions agree to incorporate the Principles of the Southern Nevada Labor Alliance into all aspects of this Agreement. The Principles of the Alliance are to:

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

Continuous Improvement (CI) Committees will be mutually established and approved by the Southern Nevada Building and Construction Trade Union(s) and other Signatory Unions to address work execution processes and issues affecting the craft workforce.

Neither the Southern Nevada Labor Alliance nor the Continuous Improvement (CI) Committees shall make decisions which change or modify any of the Terms and Conditions of this Agreement.

ARTICLE 4

DOE, NNSA/NV ORDERS AND DIRECTIVES

It is understood and agreed that the Employer’s operations involved herein are subject to its contract with the DOE, NNSA/NV and the Orders and Directives of the Administration, and it is agreed that should any National Security, Safety, or Health Orders and Directives of the DOE, NNSA/NV conflict with any of the provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict. Any such conflicts which are not resolved shall be subject to the Grievance and Arbitration Article of this Agreement.
ARTICLE 5

NUCLEAR FACILITIES

For Employees who are assigned to work at Nuclear Facilities, failure to meet company provided ANSI training or standards or security requirements in accordance with NRC Federal Register 10 CFR and DOE/NNSA regulations, will result in termination from the project. Such training will be provided by the Employer in an expeditious manner.

ARTICLE 6

GENERAL SAVINGS CLAUSE

It is not the intent of either party to this Agreement to violate any federal, state, or local rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement shall remain in full force and effect. The parties agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 7

WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The work generally subject to this Agreement shall be work performed by the Employer which is non-covered work under the Davis-Bacon Act and which is not subject to any other collective bargaining agreement. This shall not preclude the performance under the Project or other construction labor agreements of certain work not covered by the Davis-Bacon Act. The work referred to above is that work performed at the Nevada Test Site.

SECTION 2. No work shall be added to this Article until a determination is made in accordance with this Agreement that such work is not covered by the Davis-Bacon Act. Such a determination shall not in itself be deemed to require the work to be performed subject to this Agreement. However, once such a final determination is made, the work involved may at any time thereafter be performed subject to this Agreement. Further, a decision to have certain work performed under a Project or any other construction agreements shall not constitute a determination that such work is covered work under the Davis-Bacon Act.

SECTION 3. Determinations regarding Work Subject to this Agreement shall be the responsibility of the Manager, DOE Nevada Operations Office. In the event the Manager, DOE Nevada Operations Office makes a determination, the Employer shall so notify the Union or the Unions involved. If the Union or Unions involved do not agree with the determination of the Manager, DOE Nevada Operations Office, the Unions involved may, within ten (10) working days after receipt of the aforementioned notice by the Employer, request a review of that determination by the DOE/NV Labor Standards Board. Upon timely appeal by the Union or Unions involved, the Employer will take no action to exclude such work under this Agreement pending a review by the Board.
SECTION 4. The DOE/NV Labor Standards Board shall consist of, as a minimum, a chairman and two (2) other members. Those persons may conduct a review and provide a decision by majority vote.

SECTION 5. Any dispute arising under this Article shall not be subject to the Grievance and Arbitration Procedure

ARTICLE 8

OFF-SITE WORK

SECTION 1. If the Employer is required to perform work that is applicable to the Davis Bacon Act and is outside the geographic boundaries of the Nevada Test Site (NTS), but within the territorial jurisdiction of the Union(s), the terms and conditions of this Agreement shall apply. However, if the applicable Davis Bacon Wage and Fringe package is higher for that county than the applicable Wage and Fringe package in the applicable NTS Project Labor Agreement, then the difference shall be added to the employee’s NTS wage.

SECTION 2. If work is performed at the Tonopah Test Range (TTR), Central Nevada Test Area (CNTA), or Beatty, that is outside the geographic boundaries of the Nevada Test Site (NTS), the terms and conditions of this Agreement, and the Employer’s “Special Provisions for Off-Site Work” (incorporated by reference) shall also apply to employees performing work at these locations.

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

*See Off-Site Provisions in Appendix C.

ARTICLE 9

UNION RECOGNITION

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

ARTICLE 10

MANAGEMENT RIGHTS

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

SECTION 2. The Employer shall be the sole judge of the qualifications of each employee and the
number of employees required to perform any work subject to this Agreement. The Employer shall have
the absolute right to hire, promote, lay-off employees, or reject any applicant for employment at its
discretion, and to discharge and/or suspend employees in lieu of discharge with just cause.

SECTION 3. The necessity for, the number of and the identity of foremen shall be solely determined by
the Employer. It is not the intent of the Employer to assign the duties and responsibilities of foreman to
an employee without designating such employee as foreman. It is not the intent of the Employer by
virtue of this provision to eliminate foreman. For Craft specific language on Foreman, refer to Appendix
A.

SECTION 4. The Union agrees to instruct all its members covered by this Agreement to perform any
and all work assigned to them in accordance with instructions from the Employer's supervision regardless
of the nature of the work or of the instructions, provided the work is within the recognized jurisdiction of
the Union and can be safely accomplished.

SECTION 5. None of the rights, duties, and prerogatives of the Employer referred to in this Article shall
be exercised in a manner which is in conflict with the specific provisions of this Agreement. It is
understood, however, the Union shall retain the right to grieve any dispute arising under this Article.

ARTICLE 11

NO STRIKES OR LOCKOUTS

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

In recognition of the above, the Unions, collectively, and the employees covered by this Agreement,
individually, agree they will not call, engage in, or sanction any strike, sympathy strike, work stoppage,
slowdown, picketing, sit-down, sit-in, or boycott of the Employer's operations at the Nevada Test Site
during the term of this Agreement.

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

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

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

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

**ARTICLE 12**

**UNION REPRESENTATION**

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

SECTION 2. The job Steward shall be a working employee selected by the Union who shall, in addition to his/her regularly assigned work, be allowed a reasonable amount of time during the work day to conduct union business as outlined in Section 4. The Union agrees that such duties shall be performed as expeditiously as possible. The steward will notify his/her immediate supervisor of the duties that would cause him to be away from his/her assigned work before he performs said duties.

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

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

A. Work with the Employer’s designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.

B. Report to the Employer’s designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, or less than the overtime rate.

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

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

**ARTICLE 13**

**SUBCONTRACTING**
The Employer agrees that in subcontracting any work which is covered by this Agreement to any person, firm, corporation, partnership or other organization, it will require the subcontractor to observe the applicable wage rates, hours, and working conditions set forth in this Agreement.

**ARTICLE 14**

**HIRING PROCEDURES AND NON-DISCRIMINATION**

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

The Union(s) agree that it will operate such hiring procedures in a manner which shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, handicap, veteran status, marital status, disability, or union membership and in strict compliance with all Federal laws and the laws of the State of Nevada.

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

SECTION 2. HELMETS TO HARDHATS PROGRAM: The Employer and the Union(s) recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employer and Unions agree to utilize the services of the Center for Military Recruitment, Assessment, and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the parties.

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

**ARTICLE 15**

**DRUG AND ALCOHOL POLICY**

It is hereby agreed between the Union(s) and the Employer that both parties will adhere to and abide by all the provisions of the Employer’s current Drug and Alcohol Policy which is incorporated into this Agreement by reference. If this Policy changes during the term of this Agreement, any such changes shall be subject to Bargaining and agreed to by the parties signatory to this Agreement.

**ARTICLE 16**

**SAFETY AND HEALTH**
SECTION 1. It is the responsibility of the Employer to provide a safe working environment free of recognized hazards and in compliance with State, Federal, and DOE, NNSA/NV Safety and Health standards and directives. It is also the Employers responsibility to provide appropriate training to ensure that employees are aware of their responsibility to comply with the safety, health, environmental, and fire prevention rules and procedures applicable to their work tasks.

SECTION 2. The Employer and Employees covered by this Agreement shall comply with all applicable State, Federal, and DOE, NNSA/NV Safety and Health standards and the Employers Safety and Health policies and procedures.

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

A. SAFETY GLASSES: Employees shall be entitled to a pair of Safety Glasses (Z-87) allowance of $125.00 every 24 months or when there is a major prescription change per year. Prescriptions must be less than two (2) years old.

B. SAFETY BOOTS: Employees shall be entitled to a Safety Boot allowance of $100.00 per year.

To be eligible for these allowances an employee must be on the payroll for a minimum of 90 days.

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

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

SECTION 6. WORKERS COMPENSATION: The Employer and the Southern Nevada Building and Construction Trades Council and other Signatory Unions to this Agreement are encouraged to develop and implement alternative dispute resolution procedures to resolve worker’s compensation claims disputes when and where permissible and/or legal.

ARTICLE 17

PROCESSING TIME

SECTION 1. The employer agrees to pay applicants for all time spent in employment processing, at the straight-time rate of pay, to include up to one and one-half (1-1/2) hours to defray travel expenses if directed by the Employer to the NTS, or up to five (5) hours if directed to the Tonopah Test Range, unless the applicant is not able to meet the Employer’s job requirements, for the job to which they were
referred, or for reasons which are the applicant’s own responsibility. All applicants’ time must begin and end at the Labor Relations office.

SECTION 2. An applicant who is dispatched who does not meet site access requirements, or does not possess the experience necessary to perform the work for the position they are applying, or who misrepresents themselves as having such experience, shall not be entitled to processing pay.

An applicant who does meet site access requirements, has the experience necessary to perform the work, who has not misrepresented themselves, and is interviewed and not offered employment shall receive two (2) hours at the straight-time rate of pay, or actual time spent in processing, whichever is greater. This pay shall be mailed to their address of record or the local union office to the attention of the appropriate union representative, by the end of the week following the date of the rejection. This payment shall not include fringe benefits or payroll deductions.

SECTION 3. The employer agrees to pay all employees for all time spent in processing which is required by the employer on the termination of an employee for any reason. A minimum of two (2) hours at straight time will be paid or actual hours, whichever is greater, if for unseen circumstances, the employee is detained beyond two (2) hours. If the employee is not available to process out in person, the processing payment will be mailed to the employee’s address of record.

SECTION 4. Employees returning to work from an approved leave without pay or inactive payroll shall be entitled to payment for processing time as required by the employer.

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

SECTION 6. In administering this provision, the following guidelines shall apply:

A. A job applicant who is interviewed shall be entitled to a minimum of two (2) hours pay.

B. A job applicant engaged in processing when their requisition is canceled shall be paid two (2) hours at the straight-time rate of pay, or actual time spent in processing, whichever is greater.

C. If an applicant is rejected as a result of a medical condition which they were unaware of or did not conceal, they shall be paid for processing time.

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

E. Applicants who are directed to the NTS for employment processing, but do not meet the Employer’s eligibility requirements will be paid up to one and one-half (1-1/2) hours to defray travel expenses to the NTS, or up to five (5) hours for travel to the Tonopah Test Range, for each day traveled.

F. No processing time will be paid to applicants who test positive for Drugs or Alcohol.

G. No processing time will be paid to any Employee who terminates their employment prior to completing two (2) work days.


ARTICLE 18

PHYSICAL EXAMS

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

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

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

SECTION 4. It is not the intent of the Employer to use the results of any of the above physical examinations against the employee involved unless the results show that the continuation on the job by said employee would be detrimental to the employee or hazardous to other employees.

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

SECTION 5. If within six (6) months a subsequent physical examination by the Employer discloses that the employee has remedied the disability and is capable of performing their duties, they can be employed, (without loss of seniority, where applicable).

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

SECTION 7. No employee shall be required to submit to a blood test unless it is a mandatory requirement for their position.

ARTICLE 19

WAGES

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

SECTION 2. PAYMENT OF WAGES: All employees covered by this Agreement shall be paid once a week by negotiable check on a designated weekly pay day, prior to the end of their established shift. If the designated weekly pay day falls on an observed Holiday, pay day shall be the day preceding such Holiday. In the event an employee is not paid prior to the end of their regular shift, they shall be compensated in one-half (1/2) hour increments at the straight-time hourly rate, not to exceed their regular assigned shift hours per day in any twenty-four (24) hour period, until such payment is made.

Example:
Assigned 8 hour shift = Maximum 8 hour penalty pay  
Assigned 10 hour shift = Maximum 10 hour penalty pay

SECTION 3. PAYMENT UPON LAY OFF OR DISCHARGE: Employees who are laid off or discharged must be paid wages due them at the time of layoff or discharge. In the event the Employer fails to pay an employee at time of layoff or discharge, they shall be paid waiting time not to exceed their regular assigned shift hours at the straight time rate of pay, in any twenty-four (24) hour period, until such payment is made.

SECTION 4. PAYMENT UPON RESIGNATION OR VOLUNTARY QUIT: Whenever an employee resigns or quits their employment, the wages and compensation earned and unpaid at the time of his resignation or quitting, must be paid no later than the day on which he would have regularly been paid the wages or compensation, or seven days after he resigns or quits, whichever is earlier. This payment will be mailed by Certified Mail.

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

SECTION 6. INCORRECT PAYMENTS: Employees must bring the matter of incorrect payments to the attention of the Employer in writing utilizing the Labor Relations “Pay Discrepancy Form”. This form must be submitted to Labor Relations by Supervision on the same day received. Once this form is received by Supervision and relayed to Labor Relations, the Employer shall correct the incorrect payment in the pay period in which the form is received. If the correction is not made within this time period, the penalty for an incorrect check shall be a minimum of two (2) hours straight-time. If the amount of the incorrect payment is greater than two (2) hours straight-time, the penalty shall equal the amount of the incorrect payment, up to a maximum of eight (8) hours’ straight-time pay for employees on a 5/8 shift or ten (10) hours straight-time pay for employees on a 4/10 shift, for each twenty-four (24) hour period in which compensation is not corrected.

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

SECTION 8. All employees will be encouraged to participate in the Employers Direct Deposit program, if applicable.

ARTICLE 20

SHIFTS AND HOURS OF WORK

The “Day Shift” shall determine the start of the workday and shall continue for a 24-hour period. This applies to any day of the week. The day shift shall commence in accordance with the specific Shift provisions outlined below. While in overtime status, an employee will not revert to a lower rate. This does not apply to pre-shift overtime.
For the purpose of calculating payroll, the work week / pay period is from 0001 Monday to 2400 Sunday.

SECTION 1. FIVE DAY, EIGHT HOUR SINGLE SHIFTS:

A. Eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid meal period between the hours of 7:00 am and 4:30 pm shall constitute a single shift. There shall be no staggering of starting times for employees working on the same project, area, or location.

B. The standard workweek shall consist of five (5) workdays, Monday through Friday.

C. All hours worked before and after the established work day of eight (8) hours, Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays shall be paid at the applicable overtime rate.

SECTION 2. FIVE DAY, EIGHT HOUR MULTIPLE SHIFTS:

A. When so elected by the Employer, multiple shifts may be worked. Multiple shifts may be established on a temporary basis of at least three (3) consecutive work days duration. The Union(s) shall be notified twenty-four (24) hours in advance of the starting time of such shifts.

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

C. An employee assigned to the swing (second) shift or graveyard (third) shift shall be paid a shift differential of six percent (6%) and twelve and one-half percent (12-1/2%) respectively, of his/her straight-time hourly rate.

D. Shift differential shall be paid according to the time the major portion of the shift is actually worked.

   * For example: If an eight (8) hour shift is scheduled from 2:00 pm to 10:30 pm, the major portion of the shift is after the hours of the single day shift and prior to the third shift, so swing shift differential shall apply to the entire shift.

E. Overlap of any shifts shall not exceed one (1) hour.

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

SECTION 3. FOUR DAY, TEN HOUR SHIFTS:

A. The Employer may establish a four (4) day workweek consisting of four (4) consecutive ten (10) hour days per week at an area, location, or project, Monday through Thursday, or Tuesday through Friday. Both shifts shall not be worked at the same project, area, or location.
B. A four (4) day, ten (10) hour shift may be established Thursday through Sunday for Preventive Maintenance (PM) purposes only. It is understood and agreed that repairs identified during this shift may be required and performed. Employees assigned to this PM shift shall receive a six percent (6%) shift differential. It is the intent of the Employer to establish this shift for a minimum of 180 days. It is not the intent of this PM shift to eliminate regular maintenance position jobs, but to create new jobs. The shift shall be filled with volunteers from the existing maintenance workforce, and/or direct hires from the Union(s).

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

D. The first shift or day shift established starting time shall be at 6:00 am, 6:30 am, 7:00 am, or 7:30 am. There shall be no staggering of starting times for employees on the same project, area or location.

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

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

SECTION 4. NIGHT SHIFT, FOUR DAY, TEN HOUR SHIFTS:

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

B. Employees who are worked on such shifts for less than three (3) consecutive workdays shall be paid the applicable overtime rate for all hours worked during that shift assignment. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.

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

D. Overlap of any shifts shall not exceed one (1) hour.

SECTION 5. ROTATING SHIFTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. CO-MINGLING SHIFTS: Employees assigned to the five-eight (5/8) work week shall not be co-mingled with employees assigned to the four- ten (4/10) work week. It is not the intent of the
parties to co-mingle employees assigned to the four-day, ten hour (4/10) shift with employees assigned to the five-day, eight hour (5/8) shift.

In the event an Employer co-mingles employees working both the 5/8 and 4/10 work weeks, the employer will be subject to the conditions and payments previously established and on file with NSTec Labor Relations.

SECTION 7. SPECIAL SHIFTS: Due to the nature of work at the NTS, the parties agree that if required by the Customer or Employer, “special shifts” other than those specified in this Article, may be established. It is recognized that certain special shifts may require modifications to provisions contained in this Article. Such shifts or modifications may only be established based on sufficient reason and by written mutual agreement between the Employer and the Union(s) involved with the specific work or project requiring special consideration.

* See Interpretations in Appendix D.

ARTICLE 21

REPORTING TIME AND MINIMUM PAY

SECTION 1. An employee reporting for work at his/her scheduled starting time shall receive pay for eight (8) hours for the five-eight (5/8) shift or ten (10) hours for the four-ten (4/10) shift, unless notified before the end of his last work period not to report for work or unless the employee fails to complete his shift as assigned by the Employer.

SECTION 2. In administering this provision, the time worked shall be paid at the rate appropriate for the day on which the work is performed, and the difference between the time worked and the hours guaranteed in Section 1, shall be paid at straight time.

* For example: If an employee reports for work at his regularly scheduled reporting time on a double-time day and works for five (5) hours, he shall receive double time for five (5) hours, and in addition, shall receive the difference between five (5) hours and the eight (8) or ten (10) hour guarantee, as appropriate, at the straight-time rate.

SECTION 3. The provisions of Section 1 and 2 will not apply to an employee who reports for work in an unfit condition or is unable to perform said work for some other reason which is their own responsibility.

SECTION 4. An employee who works in more than one (1) classification in a workday will be paid the highest paid classification for the entire day.

SECTION 5. Time spent in Employer required training shall be considered hours worked and paid at the appropriate rate.

SECTION 6. Employees held in standby status as required by Employer will be in pay status during the standby period.

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

Examples:

A. An employee assigned to a 4/10 shift is assigned and works temporarily as a Foreman for 4 hours. They shall receive the appropriate Foreman differential for five (5) hours, (half the shift).

B. An employee on a 4/10 shift temporarily works as a Foreman for seven (7) hours. They shall receive the Foreman differential for ten (10) hours, (the entire shift).

SECTION 8. Time spent in Employer required training will be considered hours worked and shall be paid at the appropriate rate. The Foreman / General Foreman differential will be paid to only those Foremen / General Foremen permanently classified as such, not those in acting status.

ARTICLE 22

MEAL PERIODS

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

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

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

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

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

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

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

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

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

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

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

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

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

Any concerns over the interpretations pertaining to the intent of this Article shall be referred to the Interpretations Committee, as outlined in this Agreement.

ARTICLE 23

REPORTING POINTS AND TRANSPORTATION

SECTION 1. All employees will report to their jobsite on their own time throughout the Nevada Test Site. The Employer shall ensure that Reporting Points have adequate sanitation facilities and communication services available. A change in an employee’s assigned reporting point may be made before the end of his/her last work period.

SECTION 2. The practices regarding transportation being furnished by the Employer from campsite to jobsite (current or future) on the Nevada Test Site to employees covered by this Agreement shall be continued.

SECTION 3. An employee assigned to work at a location outside the designated area of his reporting point shall be transported by the Employer between his/her reporting point and place of work, either inside or outside the employees scheduled hours of work.
SECTION 4. The Employer will provide transportation to the Nevada Test Site from the Greater Las Vegas and Pahrump areas and return. The fares and services will be the same as enjoyed by other portions of the Company, that is Two Dollars ($2.00) each way traveled by the employee, for the first three (3) years of this Agreement. If at the end of three (3) years the fares increase, the Employer and the Union(s) agree that such increase will be the subject of the economic re-opener scheduled at the end of three (3) years, which shall not be subject to the terms and conditions of the No Strikes or Lockouts and Grievance and Arbitration Articles of this Agreement.

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

SECTION 6. If an employee has to wait in excess of thirty (30) minutes for transportation pursuant to Section 4, that employee will be placed in pay status from the end of the work period until the transportation is provided.

SECTION 7. In the event an employee is late for work due to delay or failure of Employer provided transportation, the employee will be paid beginning at his/her regular starting time. If an Employee is unable to report to work due to the above, the employee shall be paid applicable show-up time provided he/she has made reasonable attempts to secure transportation from the Employer.

Example:

A. The Employee waits for the bus and the bus does not show up. The Employee returns to his residence and calls his jobsite within two hours.

SECTION 8. In the event there is any work beyond the present boundaries of the Nevada Test Site the Employer agrees to hold a pre-job conference with the Union or Unions involved, to discuss transportation.

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

SECTION 10. TONOPAH: A change in an employee’s assigned reporting point may be made before the end of his/her last work period. If an employee’s reporting point is changed during his/her workweek from the NTS to the Tonopah Test Range or vice versa, the employee shall be permitted to transfer during their workday or shall be paid actual required travel time, not to exceed four (4) hours. If an employee’s reporting point is changed during his/her workweek from Las Vegas to the Tonopah Test Range or vice versa, the employee will be paid five (5) hours travel time, if not permitted to transfer during his/her workday.

ARTICLE 24

ZONE PAY
SECTION 1. An employee’s rate of zone pay is determined by the employee’s reporting point:

A. **Zone A (Las Vegas):** Employees whose reporting point is in Las Vegas and the surrounding vicinity will receive no zone pay.

B. **Zone B (Forward Areas):** Maintenance and Operations employees whose reporting point is beyond Areas 22 and 23 will be paid zone pay in an amount equal to $2.00 per hour worked.

C. **Zone C (TTR):** Maintenance and Operations employees whose reporting point is the Tonopah Test Range will be paid zone pay in an amount equal to $2.50 per hour worked.

D. **Zone D (Mercury Area):** Maintenance and Operations employees whose reporting point is Area 22 or 23 will be paid zone pay in an amount equal to $1.75 per hour worked.

SECTION 2. This article may be reviewed by both parties, the employer and the union, at the scheduled economic reopener in three years, which shall not be subject to the terms and conditions of the No Strikes or Lockouts Article and the Grievance and Arbitration Article of this Agreement.

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

---

**ARTICLE 25**

**ALLOWANCES WHILE TRAVELING**

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

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

SECTION 2. When on company-directed travel or on special assignments, employees covered by this agreement will not be required to prepay air travel, rental cars, or hotel lodging expenses. Should an employee prepay such expenses, the employee will be reimbursed in accordance with Company policy.

SECTION 3. Article 22, Meal Periods, does not apply to this Article.

**ARTICLE 26**

**HOLIDAYS**

SECTION 1. The following days are recognized as paid holidays for employees herein classified:

- New Year's Day
- Martin Luther King
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

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

SECTION 2. If any of the above holidays should fall on Saturday, the Friday preceding shall be
observed as the legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be observed as the legal holiday.

SECTION 3. A Holiday shall be the twenty-four (24) hour period commencing at the beginning of the day shift on the day observed as the Holiday in accordance with the Shifts and Hours of Work Article of this Agreement. Work on such days shall be paid for at the holiday rate of pay.

SECTION 4. Employees shall be granted time off (when work schedules permit) on the days observed as holidays.

SECTION 5. Employees are eligible to receive holiday pay providing the employee is in pay status or on approved leave on his/her scheduled workdays immediately preceding and following the holidays.

SECTION 6. If the day a Holiday is observed falls on an employees scheduled day off, the employee shall be paid eight (8) or ten (10) hours for the five-eight (5/8) or four-ten (4/10) schedule, respectively, at the straight-time rate. (These hours paid shall not count as time worked for the purpose of computing overtime).

SECTION 7. Holidays which fall on an employees scheduled workday, which are not worked but paid, shall be counted as time worked for the purpose of computing overtime.

SECTION 8. Employees will be paid the rate of one and one-half (1-1/2) times his/her straight-time rate for hours worked on an observed Holiday, in addition to the eight (8) or ten (10) hours of Holiday pay at the straight-time rate.

SECTION 9. If a Holiday occurs during an employee’s approved paid time off period, that day will be recognized as a paid Holiday, and will not be charged against paid time off.

**ARTICLE 27**

**OVERTIME**

Overtime is defined as all hours worked outside of an employees established shift.

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

A. FIVE DAY, EIGHT HOUR SHIFT:
   a) The first two (2) hours worked in excess of the established shift
   b) The first ten (10) hours worked on Saturday

B. FOUR DAY, TEN HOUR SHIFT (Monday through Thursday):
   a) The first one (1) hour worked in excess of the established shift
   b) The first eleven (11) hours worked on Friday or Saturday
C. **FOUR DAY, TEN HOUR SHIFT (Tuesday through Friday):**

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

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

A. **FIVE DAY, EIGHT HOUR SHIFT:**

   a) All hours worked in excess of ten (10) hours Monday through Saturday  
   b) All hours worked on Sundays  
   c) All hours worked through an established meal period

B. **FOUR DAY, TEN HOUR SHIFT (Monday through Thursday):**

   a) All hours worked in excess of eleven (11) hours Monday through Saturday  
   b) All hours worked on Sundays  
   c) All hours worked through an established meal period

C. **FOUR DAY, TEN HOUR SHIFT (Tuesday through Friday):**

   a) All hours worked in excess of eleven (11) hours Tuesday through Saturday  
   b) All hours worked on Sundays  
   c) All hours worked on Mondays  
   d) All hours worked through an established meal period

**SECTION 3.** All overtime shall be paid in one-half (1/2) hour increments. There shall be no pyramiding of overtime.  

**SECTION 4. REST PERIODS:** In the event an Employee does not receive an eight (8) hour break between work periods, the employee shall remain in overtime status until he/she receives an eight (8) hour break.

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

**SECTION 6. CALL-OUT PAY:**

A. A call-out prior to and continuous with the employee’s normally scheduled shift shall be paid on the basis of actual hours worked at the applicable overtime rate.

B. Employees who have left the job after the completion of their assigned shift, and who are subsequently called out during their normal work week to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay at the applicable overtime rate for employees assigned to an eight (8) hour shift, or five (5) hours pay at the applicable overtime rate for employees assigned to the ten (10) hour shift.

C. If an employee is called out on their normal first, second, or third day off (if applicable), they shall be paid a minimum of four (4) hours pay at the applicable overtime rate for employees
assigned to a five-eight (5/8) shift, or five (5) hours pay at the applicable overtime rate for employees assigned to a four-ten shift (4/10) shift. If the employee works beyond the minimum hours described above, but less than eight (8) or ten (10) hours for a full shift, the employee shall be paid at the applicable overtime rate for actual hours worked, and straight-time for the remaining hours to fulfill their shift.

D. Employees who are called out to work as described above in b) and c), who are not provided with company-provided transportation and who drive a personal vehicle to the NTS, shall be eligible to receive mileage reimbursement in the amount of thirty-five dollars ($35.00) if the employee reports to work in Mercury, or forty dollars ($40.00) if the employee reports to work in an area beyond Mercury. Employees who are provided company-provided transportation who elect to drive a personal vehicle shall not be eligible for mileage reimbursement. No more than one employee shall be eligible to receive mileage reimbursement per personal vehicle.

E. If an Employee is contacted in their off-duty hours by an authorized representative of the employer, and asked for technical advice, or to assemble a crew, the employee will be entitled to a minimum of two (2) hours’ pay at the straight time rate of pay.

**ARTICLE 28**

**COURT DUTY**

An employee who is called to be selected or to serve on a jury impaneled by a civil authority or who has been subpoenaed to testify as a witness in legal proceedings, to which the employee is not a party, shall be granted time off with pay.

The employee shall be paid the difference between the jury/witness fee received and his/her regular straight-time rate of pay, for regularly scheduled workdays only. Any compensation received by the employee for the performance of court duty, excluding zone pay or travel allowances, shall be remitted to National Security Technologies LLC by the employee. The employee shall be required to furnish satisfactory evidence of attendance at court.

Payment for jury/court service shall be limited to a maximum of thirty (30) days in a twelve (12) month period.

The provisions of this Article shall not apply to any jury summons/subpoena received by an employee ten (10) working days prior to his/her date of hire.

**ARTICLE 29**

**MILITARY LEAVE**

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

Evidence of orders and amount of military pay is required in support of Military leave payment.
ARTICLE 30

MIXED CREWS

SECTION 1. It is recognized by the Employer and the Union that the performance of work subject to this Agreement will require the use of mixed crews; that is, crews made up of employees in classifications represented by more than one Union.

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

SECTION 2. The foreman of a mixed crew will be selected by the Employer. In making such selection, the Employer will give due consideration to the nature of the work to be performed. However, this in no way shall restrict the exclusive right of the Employer to determine the necessity of and identity of its foreman as set forth in Management Rights.

ARTICLE 31

WORKFORCE FLEXIBILITY

It is agreed between National Security Technologies, LLC (NSTec) and the Southern Nevada Building and Construction Trades Council and Other Signatory Unions that a stable workforce is mutually beneficial. Therefore, when mutually agreed in advance between NSTec and the affected Union(s), qualified employees working under the Terms and Conditions of either the NTS Project Labor Agreement for Construction or for Maintenance and Operations may be temporarily transferred from one Agreement to the other.

Nothing herein, or in any other portion of this Agreement, shall limit the right of the Employer, upon mutual agreement with the individual unions, to assign employees covered by the M&O Agreement to work under the Construction Agreement or vice versa, consistent with craft flexibility and efficiency. The Employer will, to the greatest extent possible, equalize the cross-assigned employees’ terms and conditions for the time period the employee is assigned to work in the other bargaining unit.

Any employee working on Davis-Bacon work will be paid at the Davis-Bacon rates set forth in the Construction Agreement. An employee dispatched under the Construction Agreement will stay under the Construction Agreement wage package regardless of the type of work being performed by the employee. All disputes concerning the Employer’s exercise of this authority will be referred to the Alliance Interpretations Committee for review. Upon mutual consent, the Employer agrees to provide reasonable notice to the Respective Union of any cross assignment of employees.

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

ARTICLE 32

Maintenance and Operations PLA 10/1/07 thru 09/30/12
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

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

SECTION 3. WORK ASSIGNMENT DISPUTE RESOLUTION PROCESS (WADRP): RULES AND REGULATIONS FOR THE WORK ASSIGNMENT DISPUTE RESOLUTION PROCESS AND FORUM FOR RESOLVING JURISDICTIONAL DISPUTES AT THE NEVADA TEST SITE (NTS) AND OTHER FACILITIES DEEMED APPROPRIATE WITHIN THE DOE, NNSA/NV SYSTEM.

This process shall apply to:

A. National Security Technologies LLC, who employ members of the Building Trades Local Unions, signatory to the Southern Nevada Labor Alliance, who perform work covered by the NTS Project Labor Agreements, who are signatory to this Agreement establishing the WADRP.

B. All subcontractors, at any tier, hereinafter referred to as Contractor, who are awarded contracts by National Security Technologies LLC to perform work covered by the NTS Project Labor Agreements, shall be bound by the terms of this Agreement by their acceptance of their contract.

C. All Building Trades Local Unions signatory to the Southern Nevada Labor Alliance and other signatory unions who perform work covered by the NTS Project Labor Agreements who are signatory to this Agreement establishing the WADRP.

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

A. Work in Progress

B. Work disputed at a Pre-job Conference

SECTION 4. RESPONSIBILITIES OF THE PARTIES:

A. The contractor who has responsibility for performance and installation shall make a specific assignment of work which is included in their contract in accordance with the NTS Project Labor Agreement.

C. Prior to the start of any new work, the contractor shall schedule and conduct a Pre-Job conference with the entire Building Trades and Other Signatory Unions Local Union Representatives wherein the contractor will explain their entire scope of work and will make specific jurisdictional assignments of the work.

D. It shall be the contractor’s responsibility to schedule their Pre-Job conference by contacting National Security Technologies LLC Labor Relations.
The contractor shall provide a minimum of one weeks notice to the Building Trades council when scheduling a Pre-job conference. The contractor shall allow enough time between the Pre-job conference and the start of work to resolve disputes between the crafts.

E. When the contractor has made a jurisdictional assignment of work the contractor shall continue the assignment without alteration unless otherwise directed by the WADRP Forum.

F. There shall be no strikes, work stoppages, or picketing arising out of a jurisdictional dispute.

G. In addition to the above responsibilities, a work assignment responsibilities matrix is attached and shall become a part of the Agreement.

H. The criteria to be used by the WADRP Forum in making assignments of work are listed in Section 7.

SECTION 5. WORK ASSIGNMENT DISPUTE RESOLUTION PROCESS:

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

B. WORK IN PROGRESS TIME LIMITS AND PROCESS:

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

Day 1: Craft Shop Stewards / Project Superintendent / Labor Relations / Foreman / General Foreman shall meet on site to discuss / resolve the jurisdictional dispute.

Day 2 & 3: If the jurisdictional dispute is not resolved on Day 1 the Unions involved in the dispute shall submit written information regarding the dispute to Labor Relations.

Day 4 & 5: Labor Relations schedules a formal meeting with the WADRP Forum on Day 4: The Unions involved submit relevant backup information to Labor Relations substantiating their claim to the work.

Day 6 to 9: Dispute Resolution Forum convenes to review evidence and issue a decision on the work assignment.

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

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

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

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

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

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

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

SECTION 6. WORK ASSIGNMENT DISPUTE RESOLUTION FORUM:

The work assignment Dispute Resolution Forum shall be as follows:

A. The Dispute Resolution Forum will be comprised of three (3) disinterested (not involved in the dispute) Union Representatives, from crafts signatory to the Alliance, with an alternate in the event one of the first three cannot attend the hearing. A forum member who can not attend must give 24 hours notice.

B. The forum will be selected by lot with the last craft drawn designated as the alternate.

C. Labor Relations and the B&CTC Representative will oversee the lot selection.

D. Either the President or Secretary / Treasurer of the B&CTC will serve as a Non-voting advisor to the forum.

E. Once the Forum is selected members will function until a decision is rendered.

F. The forum will select a chairperson who will be responsible for compiling the written decision and the rationale for same.

G. The interested parties (unions in dispute and Labor Relations) will present evidence in writing and verbally present their position to the Forum.

H. Once the information is presented, the forum will deliberate in a private and confidential session. The forum will vote, by secret ballot, on the work in question to determine the work assignment. Majority vote represents the decision of the forum.

I. When the decision is reached, the Forum Chairperson will share the decision and rationale in writing within twenty-four (24) hours.

J. All members of the forum will support the majority decision.

K. The decision of the Forum is final.

L. The Dispute Resolution Process will be administered by Labor Relations who will promulgate the Forum’s decision.
M. If the matter is not resolved at the Forum level, the issue shall be referred to the respective General Presidents of the International Unions for attempted resolution. If agreement is reached, the Employer will be advised, in writing, of the resolution.

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

The criteria to be used by the WADRP Forum for the resolution of work assignment disputes shall be as follows: (Note: Raytheon intercraft and individual intracraft letters may be used as criteria.)

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

A. Written jurisdictional work assignments by REECo contained in the 10 volumes.

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

B. International Jurisdictional Agreements between the crafts; Local Jurisdictional Agreements between the crafts; Jurisdictional Memorandums between the crafts; Green book decisions.

C. Joint Board Decisions / Joint Arbitration Board Decisions if relevant and geographically limited to West of the Rocky Mountains and are consistent with the type of work being disputed.

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

D. Letters of assignment from other contractors; Previous assignments off site (Multi Crafts).

E. Side Letters from REECo given to the individual craft.

F. Experience and Recollection of People involved in the dispute.

G. Craft’s own definition of their work.

Consideration for item H shall be weighted as indicated below:

H. Economy and Efficiency

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

SECTION 8. GUIDELINES FOR USE OF ECONOMY & EFFICIENCY:

A. Economy and efficiency are of primary concern and are essential criteria in insuring a sustainable future for the NTS.

B. There may be work assignments on a case-by-case situation wherein it is more economical or efficient to assign small portions of unforeseen, incidental work which is minor and insignificant
to a craft already performing work in the area rather than stopping one craft from working to allow another craft to perform the incidental work which has historically belonged to them.

C. At the request of management, the WADRP Forum may consider the use of economy and efficiency as a determinant in their decision if the following conditions are met:

a) The craft Union whose work is affected has been appropriately advised by management and concurs with the decision.

b) The work in question is incidental to a larger work operation.

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

d) Trust and goodwill between the parties is not abused.

e) Appropriate pre-planning of the work, on the part of management, has been done.

f) The situation occurs infrequently.

g) The need to consider economy and efficiency is documented as to why and who was contacted.

h) The consideration is done on a case by case basis.

i) The assignment of incidental work to another craft does not set a precedent for future work assignments.
## WORK ASSIGNMENT RESPONSIBILITY MATRIX

<table>
<thead>
<tr>
<th>ENTITY:</th>
<th>SUPERINTENDENTS</th>
<th>LABOR RELATIONS</th>
<th>GENERAL ENGINEER</th>
<th>BUSINESS REPRESENTATIVE</th>
<th>OPERATIONS FOREMAN</th>
</tr>
</thead>
</table>

### ALL PHASES OF PROJECT

- Coordinate with Labor Relations: X
- Disclosure of Pertinent Information Re: Jurisdiction: XX
- Coordinate with Engineers (M&O Only): X
- Pinpoint, Define, and Research Problems/Issues Re: Work in Dispute: XX
- Other Proposed Work Assignments when Efficiency and Economy are Necessitated: X

### PRE-JOB PLANNING

- Understand Full Scope of Project: X
- Understand Jurisdiction: X
- Make Preliminary/Tentative Work Assignments: XX
- Provide Information for Pre-Job Conference: XX
- Initial Proposed Work Assignments when Efficiency and Economy are Necessitated: X

### PRE-JOB CONFERENCE

- Determine Project Parameters in Terms of Work to be Accomplished: X
- Develop and Document Work Assignments: XX
- Present and Confirm Work Assignments - Pre-Job Conference Attendees: X
- Disputes and Resolution: X
- Define Problem/Issue Re: Work in Dispute: X
- Confirm and Communicate Final Work Assignments: XX
- Attend Pre-Job Conference: XX
- Communicate Work Assignments to Craft on Project: X
- Proposed Work Assignments When Efficiency and Economy are Necessitated: X

### EXECUTION OF THE WORK IN PROGRESS

- Make On-The-Job Work Assignments: XX
- Monitor On-The-Job Work Assignments: XX
- Objections to the On-The-Job Work Assignments: XX
- Resolutions of On-The-Job Work Assignments: XX
- Coordination of Workforce to Ensure Proper Crafts Perform Their Assigned Work: X
- Open and Complete Communication of Emergency and Expedient Work Assignments: X

---

At the discretion of the Business Representative; Previously unassigned Work; Information Resource Only

---

**ARTICLE 33**

Maintenance and Operations PLA 10/1/07 thru 09/30/12 Page 33 of 130
GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

Step 1) All grievances must be filed within fourteen (14) calendar days after the grievance first arises. Grievances shall be referred to the appropriate Business Manager or his/her authorized representative and to the Employer’s representative and the responsible Labor Relations Representative. If the grievance is not resolved with the supervisor within seven (7) calendar days, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has allegedly been violated, the facts surrounding the issue and the remedy sought and referred to Step 2 of the grievance procedure.

Step 2) The written grievance must be submitted within seven (7) calendar days after the conclusion of Step 1. The grievance shall be referred for resolution by the appropriate Business Manager or his/her authorized representative to the Employer’s Labor Relations Director. A written response stating either the resolution and the reason(s) for same or the reason(s) for rejection will be required within seven (7) calendar days after receipt of the grievance in Step 2.

If a resolution is not reached in Step 2, the Grievance may, by mutual agreement between the Union and the employer, be submitted to Step 3 within seven (7) calendar days after receipt of the written response from Step 2. Otherwise the grievance shall be advanced to Step 4.

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

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

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

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

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

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

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

ARTICLE 34

INTERPRETATIONS COMMITTEE

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

The Interpretations Committee shall be a cooperative Labor-Management Committee composed of representatives or designees appointed by NSTec and representatives or designees appointed by the Unions signatory to this Agreement. The Unions signatory to this Agreement and NSTec shall each designate a co-chairperson for the committee.

Whenever possible, the representatives appointed to this committee must have participated in negotiating the Project Labor Agreement.

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

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

In the event the meaning, intent, or purpose of any language contained in the individual Union(s) Appendix “A” is questioned and a clarification is required, the parties involved in the negotiations of the Maintenance and Operations PLA 10/1/07 thru 09/30/12
Appendix Articles shall meet and issue, in writing, an interpretation regarding the meaning, intent, and purpose of the language.

**ARTICLE 35**

**TERM OF AGREEMENT**

SECTION 1. This Agreement shall be effective as approved by the signatory Unions hereto at 12:01 a.m. October 1, 2007 and remain in full force and effect from year to year thereafter, until midnight, September 30, 2012.

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

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

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

Project Maintenance and Operations Agreement
International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers
Local Union No. 92

EFFECTIVE 10/01/07 through 09/30/12

A. **CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:
Boilermaker / Blacksmith

B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

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

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless the NSTec or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strike, No Lockout” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE:** The Employer shall contribute at the straight time rate per hour for all hours worked by or paid to employees covered by this Agreement to the Boilermakers National Health and Welfare Fund.

2. **VACATION:** The Employer shall contribute at the straight time rate per hour for all hours worked by employees covered by this Agreement to the Western States
3. **PENSION:** The Employer shall contribute at the straight time rate per hour for all hours worked by or paid to employees covered by this Agreement to the Boilermakers Blacksmith National Pension Trust.

4. **ANNUITY TRUST FUND:** The Employer shall contribute at the straight time rate per hour for all hours worked by all employees covered by this Agreement to the Boilermakers National Annuity Trust. (Note for annuity trust: On new construction work, no contributions shall be required on behalf of hours worked by employees working as Group C or Group D Boilermakers in accordance with the dispatch procedure).

5. **AREA APPRENTICESHIP FUND:** The Employer shall contribute at the straight time rate per hour for all hours worked by employees covered by this Agreement to the Western States Area Apprenticeship Fund.

6. **MOST FUND:** The Employer shall contribute at the straight time rate per hour for all hours worked by employees covered by this Agreement to the fund designated by the Union.

7. The Union shall have the right of distributing hourly monetary package and increases or any portion of the monetary package to wages or a legally establishing fringe benefit / contribution fund. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any action or distributing funds from the monetary wage and benefit package. It shall be understood that the Union shall give written notice to the Contractor at least 45 days in advance of the proposed effective date of the allocation or reallocation of such monies.

D. **FOREMEN:** Any Employee designated by the Employer as Foreman or General Foreman shall receive One Dollar and fifty cents ($1.50) per hour, respectively, above the highest paid straight-time hourly rate of the employees which they supervise. This includes any foreman designated to supervise other foremen, who shall be classified as a General Foremen. A General Foreman may be designated as foreman over foremen of other Union affiliation.

E. **APPRENTICES:**

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

   - First six (6) months: 70%
   - Second six (6) months: 75%
   - Third six (6) months: 80%
   - Fourth six (6) months: 85%
   - Fifth six (6) months: 90%
   - Sixth six (6) months: 95%

2. The Employer and Union agree to adhere to the Boilermakers Western States Area
Apprenticeship standards.

a. One (1) apprentice to be employed on each job of five (5) to ten (10) journeymen unless mutually agreed by the Employer and the Union.

b. On larger jobs, the ratio shall be one (1) apprentice to five (5) journeymen.

F. MOBILIZATION, OPTIMIZATION, STABILIZATION, AND TRAINING PROGRAM (MOST):

The Employer agrees to and shall be bound by the Trust Agreement, policies, and procedures creating the Mobilization, Optimization, Stabilization, and Training Program (MOST) and all amendments or revisions to policies and procedures nor or hereafter approved by the Board of Trustees.

G. UNION FIELD DUES:

The Employer will deduct from the wage of each employee the current union field dues as certified by the Union when authorized by the employee as herein provided.

Deductions shall be made only where there is in effect in the possession of the Employer a voluntary written assignment executed by the employee on a standard form furnished by the Union and the deduction shall be remitted to the Financial Secretary of the Lodge (Union) where the work is being performed at the same time trust contributions are required to be submitted.

The Employer shall forward to the office of the local Union, monthly a report of all hours worked by each employee covered by this Agreement and deductions made.

H. CAMPAIGN ASSISTANCE FUND (CAF):

Upon receiving a signed CAF deduction form from an employee, the Employer shall deduct from the employee’s pay, five ($.05) cents per hour worked for the Boilermakers CAF. The form for this deduction shall be furnished by the Union. Once each month, the employer shall forward a check for the amount withheld to the Office of the International Secretary-Treasurer, made out to the Campaign Assistance Fund. The local Union shall be provided with a printout of the deductions taken.

I. BONDING PROVISIONS FOR TRUST FUNDS:

A surety or cash bond up to Twenty-Five Thousand ($25,000.00) Dollars may be required to insure payment of fringe benefits from Employers who have been delinquent in payments or who have not previously employed Boilermakers in the area.

J. INJURED WORKMEN:

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

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

K. **HIRING PROCEDURES:**

1. The Employer, under the terms of this Agreement, shall hire any qualified applicant for employment on a non-discriminatory basis. When the Employer has requested the Union to furnish men for a job, such men will be selected by the Union on a non-discriminatory basis.

2. All applicants for employment shall be required to furnish the Employer satisfactory evidence in writing of their qualifications and skill from any source that is recognized as a proper source by the Employer, not limited to the Union, and such evidence shall be kept by the Employer. The Employer shall have the right to reject any applicant for employment who is unable to thus establish his qualification and skill necessary to perform the work required by the Employer or for any other bona fide reason.

3. The parties have agreed upon specific rules and procedures covering exclusive referral of workmen. These rules are published in separate booklets entitled “Local Lodge Joint Referral and Rules Procedures”, and are in conformity with and approved by the National Joint Rules and Standards Committee.

4. The Employer and the Union shall post in such places as notices are customarily posted, a copy of such Referral and Rules Procedures.

5. The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.

6. It is the continuing policy of the Employer and the Union that they shall not discriminate against any employee or applicant for employment because of age, race, sex, color, creed, nationality, membership or non-membership in any union.

7. **DISPATCHING PROVISION:** It is expressly understood that the Dispatching Agent or Agents of the Boilermaker Local Union will make every effort calling other Boilermaker Local Unions for qualified Field Construction Boilermakers who have at least Six-Thousand (6,000) hours of experience (Group B) to fill the Employers manpower request prior to dispatching Group C and D registrants.

8. **LAYOFF PROVISIONS:** In order to have continuity in laying off supplemental manpower groups as defined within the provisions of the Western States Agreement, it is clearly understood that the Employer shall lay off Group D employees before Group A, B or C employees, and Group C employees before A or B employees.
**GROUP A:**
Qualified construction Boilermakers who meet the established work experience in the local union geographical area and who have satisfactorily established that they have at least Six-Thousand (6,000) hours actual, practical working experience within the Boilermaking trade in Building and Construction Industry or who have satisfactorily served an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

**GROUP B:**
Qualified construction Boilermakers who do not meet the established work experience in the local union geographical area but who have satisfactorily established that they have at least Six-Thousand (6,000) hours actual, practical working experience within the Boilermaking trade in Building and Construction Industry or who have satisfactorily served an apprenticeship in the trade of field Construction Boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship standards.

**GROUP C:**
Other registrants who do not meet the established Six-Thousand (6,000) hours of Field Construction Boilermaker experience but have at least Two-Thousand (2,000) hours of work experience in the Boilermaker trade and who have not completed a Construction Boilermaker apprenticeship program approved by the United States Bureau of Apprenticeship Training of State Division of Apprenticeship standards.

**GROUP D:**
Other registrants who do not meet the established Six-Thousand (6,000) hours of Field Construction Boilermaker experience and have less than Two-Thousand (2,000) hours of work experience in the Boilermaker trade and who have not completed a Construction Boilermaker apprentice program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship standards.

The Employer shall not resort to subterfuge to maintain Group C and D classification on his work sites.
A. **CLASSIFICATIONS AND WAGE RATES**

The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:
Carpenter
Power Saw Operator/Pneumatic Nailer
Locksmith

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

B. **MONETARY INCREASES**

The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

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

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless NSTec or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strike, No Lockout” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS**
The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH PLAN**: The Employer shall contribute per hour, for all hours worked by or paid to employees covered by this Agreement to the Carpenters’ Health and Welfare Fund.

2. **PENSION PLAN**: The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Construction Industry and Carpenters’ Joint Pension Trust Fund.

3. **VACATION TRUST FUND**: The Employer shall per hour at the straight time rate for all hours worked by or paid to employees covered by this Agreement to the Vacation Trust Fund.

4. **APPRENTICE TRUST FUND**: The Employer shall, during the term of this Agreement, pay per hour for all hours worked by or paid to employees covered by this Agreement into the Carpenters’ Joint Apprenticeship Trust Fund. The funds so contributed shall be used exclusively for the apprenticeship program.

D. **APPRENTICE**

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

<table>
<thead>
<tr>
<th>Experience</th>
<th>Percent of Journeyman's Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>First three (3) months</td>
<td>50%</td>
</tr>
<tr>
<td>Second three (3) months</td>
<td>55%</td>
</tr>
<tr>
<td>Second six (6) months</td>
<td>60%</td>
</tr>
<tr>
<td>Third six (6) months</td>
<td>65%</td>
</tr>
<tr>
<td>Fourth six (6) months</td>
<td>70%</td>
</tr>
<tr>
<td>Fifth six (6) months</td>
<td>75%</td>
</tr>
<tr>
<td>Sixth six (6) months</td>
<td>80%</td>
</tr>
<tr>
<td>Seventh six (6) months</td>
<td>90%</td>
</tr>
<tr>
<td>Eighth six (6) months</td>
<td>95%</td>
</tr>
</tbody>
</table>

2. **EMPLOYMENT CONDITIONS**: Employment of all apprentices shall conform with the apprenticeship standards established and administered by the Local Joint Apprenticeship Committee and as approved by the appropriate state and federal agencies.

It is hereby understood and agreed by and between the undersigned parties that apprentices shall be rotated from time to time between work covered by the Project Labor Agreement for Construction between the parties and the Project Maintenance and Operations Agreement. In effecting such rotation the parties understand that the best interests of the apprentices will thereby be served in providing the widest spectrum of
training possible. The timing of such rotation shall be coordinated between the parties and the apprenticeship committee.

E. **FOREMAN/GENERAL FOREMAN**

An employee designated by the Employer as a Foreman or General Foreman shall be paid One Dollar and Fifty Cents ($1.50) per hour, respectively, more than the highest minimum rate of the employees over which he/she has supervision.

This includes any foreman designated to supervise other foreman, who shall be classified as a General Foreman. A General Foreman may be designated as a foreman over foremen of other Union affiliation.

F. **PREMIUMS**

1. **WELDING:**

The Employer agrees to pay employees a premium of Fifty Cents ($.50) per hour, in one (1) hour increments, for actual hours spent welding.

2. **HIGH TIME/HAZARD PREMIUM:**

   SECTION 1. Where employees are required to work from trusses, scaffolds, frames, ladders, etc., at a distance of forty (40) feet or more from the ground or floor level, they shall receive Twenty-Five Cents ($.25) premium pay per hour.

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

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

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

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

3. **RESPIRATOR PREMIUM**

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

4. **UNDERGROUND PREMIUM**
Any employee who performs work underground or in tunnels shall receive Fifty Cents ($0.50) per hour above their regular rate of pay, for the full shift.

G. VACATION TRUST/SUPPLEMENTAL DUES

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

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

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

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

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

I. PAID TIME OFF

SECTION 1. Employees covered by this Agreement will accrue Paid Time Off (PTO) at the rate of ten (10) hours for each calendar month in which the employee is in pay status for at least one-half of the workdays in such month.

SECTION 2. Not more than one-hundred sixty (160) hours of unused PTO hours may be carried over from one (1) calendar year to the next for the duration of this Agreement. Unused PTO hours in excess of one-hundred sixty (160) hours which remain to the credit of any employee at the end of a calendar year shall be paid to the employee no later than thirty (30) days after the end of the calendar year.

SECTION 3. All PTO will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

SECTION 4. PTO leave time shall not be counted as time worked for the purpose of computing overtime.
SECTION 5. Any employee terminated for any reason shall receive pay for any accrued PTO hours through the day of termination.
The work covered by this Agreement may include, but shall not be limited to, all classifications of work contained in the Laborers’ International Union Jurisdictional manual, which is included herein by reference.

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

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

**LABORER II**
- Asphalt Raker, Ironer, Spreader
- Buggymobile Man
- Cement Dumper
- Concrete Core Cutter, Sawman and Cement Grinding Operator
- Concrete Curer
- Cribber or Shorer
- Cutting Torch Operator (demolition)
- Driller
- Dry Packing Concrete & Filling of Form Bolt Holes
Gas and Oil Pipeline wrapper
Head Rock Slinger
Jackhammer, Driller and/or Pavement Breaker
Laying of all nonmetallic pipe, including sewer pipe, drain pipe and underground tile
Machine Tool Operator (operators and tenders of pneumatic & electric tools, vibrating machines,
and similar mechanical tools not separately classified herein, including hand guided ditch witch
and hand-type roller)
Paving, Airport Runways & similar work
Pesticide, Herbicide, Insecticide Applicator
Powderman
Rock Slinger
Sandblaster (Pot Tender)
Sandblaster (nozzleman)
Steel Headerboard Man

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

B. MONETARY INCREASES: The hourly monetary package increases for the first three years
of this agreement are identified in the Wage and Benefits Supplement to this Project Labor
Agreement.

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

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010,
and shall continue from year to year thereafter unless NSTec or the Union shall give written
notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90)
days prior to October 1, 2010.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is
given in accordance with the above, and agreement on a new wage rate is not consummated on or
before October 1, 2010, Section 1 and Section 2 of Article -“No Strike, No Lockout” will be
suspended solely as to such wage dispute, and until such wage dispute is resolved. All other
provisions of this Agreement shall continue in full force and effect.
C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

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

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

3. **PLAN “B” PENSION:** The employer shall contribute per hour for all hours worked by or paid to employees covered by this agreement to the Construction Industry & Laborers Joint Pension Trust Plan “B”.

4. **VACATION/SAVINGS FUND:** The Employer shall contribute (add to base wage, tax and deduct) per hour for each hour worked or paid to employees covered by this Agreement, and pay said amount to an account maintained in the employee's name at a financial institution identified by the Union. Authorized Laborer Political Action contributions will be deducted from this fund.

Neither the Employer nor the Union shall have any control over the individual accounts established in each employee's name. Any monies deposited in these accounts shall be under the exclusive control and discretion of the employee in whose name the account is established and may be withdrawn at any time subject only to such rules and regulations as the financial institution has adopted or may adopt pursuant to its charter.

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

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

a. **LABORERS POLITICAL ACTION LEAGUE**

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

The Union shall bear the entire responsibility for obtain the appropriate written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incidental to the accounting, administration, and remittance to the Laborers Political Action League of the payment shall be borne solely and entirely by the Laborers Political Action League.

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

4. **LIUNA NATIONAL LABORERS EMPLOYERS COOPERATION AND EDUCATION TRUST FUND:** Each Employer shall contribute to the LIUNA National Laborers Employers Cooperation and Education Trust Fund the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust and shall be remitted by the Trust to the National Laborers Employers Cooperation and Education Trust Fund.

5. **LABORERS HEALTH AND SAFETY FUND OF NORTH AMERICA:** Each Employer shall contribute to the Laborers Health and Safety Fund of North America the amount designated in the Wage and Benefits Supplement to this Agreement. Such contribution shall be made payable to the Construction Industry and Laborers Health and Welfare Trust for the purpose specified herein and shall be remitted by the Trust to the Laborers Health and Safety Fund of North America.

D. **PREMIUMS**

1. **HIGH TIME/HAZARD PREMIUM**

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

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

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

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

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

2. **RESPIRATOR PREMIUM:** When employees are engaged with hazardous work, Hazmat Areas, and required to wear full protective clothing (coveralls, bootees, gloves, cap, etc.) or a respirator requiring a fit card, they shall receive a premium of One Dollar ($1.00) above their regular rate of pay.

E. **FOREMAN/GENERAL FOREMAN:** Employees designated as Foreman or General Foreman shall receive One Dollar and Fifty Cents ($1.50) per hour, respectively, above the highest paid straight-time hourly rate of the employees over which he has supervision. This includes any foreman designated to supervise other foremen, who shall be classified as a General Foreman. A General Foreman may be designated as foreman over foremen of other Union affiliation.

F. **APPRENTICE:**

1. The Employer and the Union recognize the need and desirability of an Apprentice training Program which is approved by the State of Nevada and which meets the needs of Employers for skilled labor. Accordingly, the Employer and the Union hereby agree to fund an Apprenticeship Training Program through the Southern Nevada Laborers Local 872 Training Trust which shall be responsible for creating, implementing and administering an Apprenticeship Program.

2. The Training Trust may establish a Joint Apprenticeship and Training Committee as may be authorized or permitted by the Training Trust. The Trust may delegate to the Committee such responsibilities and authority as is authorized by the Trust Agreement and deemed necessary by the Trustees. The Trust and/or Committee may establish such rules, policies and procedures as deemed necessary and appropriate for the recruiting, enrollment, training and graduation of Apprentices, in accordance with the Bureau of Apprenticeship Training and/or the Nevada State Apprenticeship Council written policies, and procedures. An Apprentice may be removed from training at any period of apprenticeship for violation of any of the Trust’s or Committee’s rules, policies, and procedures including drug and alcohol testing policies. Such removal cancels the classification of Apprentice and the opportunity of the Apprentice to continue Apprentice training, whether on the job training (OJT), classroom training or other training.

3. There shall be a minimum length of training of 4,432 hours consisting of 4,000 hours of on-the-job training and 432 hours of related training, including classroom instruction. In order to provide diversity of training and work opportunities, the Trust or Committee shall have full authority to transfer Apprentices from one job or Employer to another. All transfers and assignments for work shall be issued by the Trust or Committee and the referral office must be so notified.

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

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

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

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

G. LEAVE OF ABSENCE: An employee covered by this Agreement may upon his/her request, be granted a leave of absence without pay for a period of one (1) week or longer for the purpose of taking a vacation. Such leave time shall be granted at the discretion of the supervision involved. However, supervision will not unreasonably deny approval of such leave requests.

H. SUPPLEMENTAL DUES

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

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

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

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

This provision shall not affect the obligation of the Employer to pay the full amount of contributions to the individual Vacation/Savings Fund accounts as specified elsewhere in this Agreement.
I. CHECKOFF OF DUES ASSESSMENT

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

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

SECTION 3. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Employer shall withhold from such employee's earnings an amount for payment of initiation and/or reinstatement fees.

The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 6.

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

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

SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Employer and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Employer and the Union of that employee's desire to revoke the authorization.
SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Employer any Union dues, initiation and/or reinstatement fees erroneously or improperly withheld from an employee's earnings by the Employer, which had been transmitted by the Employer to the Union.

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

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

J. **RADIATION EXPOSURE**

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

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

1. It is determined by competent authority under Department of Energy regulations that they can return to their previous assignment, or

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

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

K. **NONDISCRIMINATION/EQUAL EMPLOYMENT/OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM**

SECTION 1. The Employer and the Union agree they will not discriminate against any employee or applicant for employment because of race, creed/religion, sex, color, age, handicap, veteran status or national origin.

SECTION 2. The parties hereby agree to comply with all applicable federal laws and executive orders pertaining to nondiscrimination and equal opportunity in employment, including all orders
issued by the Office of Federal Contract Compliance and any other orders which are applicable to government contract operations such as that conducted by the Employer.

SECTION 3. The parties recognize the requirement that the Employer, as a federal government contractor, adopt an affirmative action program which includes goals and objectives for the recruitment, employment, training and upgrading of minority employees and female employees. The Union hereby agrees to and supports the implementation of the Employers Affirmative Action Program and will assist in every way possible in the achievement of those goals and objectives within this bargaining unit.

SECTION 4. In addition to the above, the Union and the members of the bargaining unit agree to support and cooperate to the maximum extent possible in the training of any minority employees covered by this Agreement.

L. **PAID TIME OFF (PTO)**

SECTION 1. Employees covered by this Agreement will accrue Paid Time Off (PTO) at the rate of ten (10) hours for each calendar month in which the employee is in pay status for at least one-half of the workdays in such month.

SECTION 2. Not more than one hundred sixty (160) hours of unused PTO hours may be carried over from one (1) calendar year to the next for the duration of this Agreement. Unused PTO hours in excess of one hundred sixty (160) hours which remain to the credit of any employee at the end of a calendar year shall be paid to the employee no later than thirty (30) days after the end of the calendar year.

SECTION 3. All PTO will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

SECTION 4. PTO leave time shall not be counted as time worked for the purpose of computing overtime.

SECTION 5. Any employee terminated for any reason shall receive pay for any accrued PTO hours through the day of termination.

M. **OVERTIME ASSIGNMENTS:** When work is performed on schedule overtime days, the Union Steward shall be offered the opportunity to work on such day(s), provided they are qualified to perform the work.

N. **USE OF PERSONAL AUTOMOBILE:** No workman shall be required to use his personal automobile to transport the Contractor's tools or materials.

O. **TRANSPORTATION:** The Contractor shall furnish transportation when workmen are shifted from one job to another during the workday. All vehicles used for transporting workmen will be covered and equipped with adequate seating facilities.
P. **REIMBURSEMENT OF EXPENSES**
For expenses incurred by an employee for travel to the Nevada Test Site, the employee shall be reimbursed as follows:

1. Thirty Dollars ($30.00) for travel for the first day of employment.
2. Thirty Dollars ($30.00) for travel for the last day of employment.
3. For expenses incurred by an employee for travel to the Tonopah Test Range (TTR), the employee shall be reimbursed as follows:
4. Fifty Dollars ($50.00) for travel for the first day of employment.
5. Fifty Dollars ($50.00) for travel for the last day of employment.
6. Employees who are permanently transferred from the NTS to TTR or TTR to NTS time shall receive travel reimbursement of $50.00 for the first and last day of the job as long as such travel was done on their own time.
7. The reimbursement of expenses provided for in paragraph 1, 2 and 3 above shall not be due or paid to any employee who quits his employment, or is discharged for just cause, before the completion of three (3) days work for the Employer.

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

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

If the Employer and the Union cannot reach a mutual agreement as to the proper classification, the Employer shall make the classification within the Appendix A; and if the Union disagrees, the matter shall be immediately subject to Article - Grievance and Arbitration Procedure.
A. **CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this Agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

**Classifications:**
- Journeyman Wireman
- Journeyman Technician
- Industrial Control Wireman
High Voltage Electrical Mechanic

I. **WELDING**: The Employer agrees to pay employees covered by this Agreement a premium of Fifty Cents ($0.50) per hour for all hours spent welding.

II. **SPLICING**: The Employer agrees to pay employees covered by this Agreement a premium of Fifty Cents ($0.50) per hour for all hours spent splicing.

III. **INDUSTRIAL CONTROL WIREMAN**: Wireman, after a 6 month probationary period and required training, shall be classified as Industrial Control Wireman (ICW) and shall be paid a premium of $1.45 above their current rate of pay for all hours worked.

Wireman assigned to work with ICW Wireman shall also be paid the ICW premium.

Wiremen designated as foreman and general foreman will also be paid the ICW rate of pay.

B. **FOREMAN/GENERAL FOREMAN**: An employee designated by the Employer as Foreman shall be paid at the rate of One Dollar and Fifty Cents ($1.50) per hour more than the highest minimum rate of the employees over which he/she has supervision. This includes any foreman designated to supervise other foremen, who shall be classified as a General Foreman. A General Foreman may be designated as foreman over foremen of other Union affiliation.

C. **MONETARY INCREASES**: The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing all or any portion of this increase to the straight-time hourly wage rate or legally established Fringe Benefit Funds. The Union agrees to notify the Employer forty-five (45) days prior to the effective date of the manner in which this increase is to be distributed.

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless the Union or NSTec shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strikes or Lockouts” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

D. **FRINGE BENEFITS**: The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this
1. **HEALTH AND WELFARE:**

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

2. **PENSION:**

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

   The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

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

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

3. **APPRENTICESHIP TRUST FUND:**

   The Employer shall pay a sum (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to Wireman classified employees covered by this Agreement into the Electrical Workers Joint Apprenticeship Trust Fund in accordance with the rules and regulations thereof.

E. **PREMIUMS:**

1. **HAZARD PREMIUM:**

   a. Where workmen are required to work at a distance of forty (40) to ninety (90) feet from the ground or supporting structure on trusses, beams, scaffolds, frames,
ladders, bosun chairs, cranes, open platforms, open decks, open excavations, or other similar hazardous locations, where the workman is subject to a direct fall, they shall be paid a hazard premium of time and one-half (1-1/2) the straight-time rate for such hazardous work.

b. Where workmen are required to work at a distance of sixty (60) to ninety (90) feet from the ground or supporting structure on stacks, towers, tanks or other similar hazardous locations where the workmen are subject to a direct fall, they shall be paid a hazard premium of time and one-half (1-1/2) the straight-time rate for such hazardous work.

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

d. Hazard premium, as set forth above, shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings or guards effectively eliminates the hazard of a free fall.

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

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

g. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

2. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear full protective clothing (coveralls, booties, gloves, caps, etc.) and/or a respirator which requires a fit card shall receive a premium of One-Dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

3. **HUMAN RELIABILITY PROGRAM (HRP) PREMIUM:** A premium of $2.00 per hour shall be paid to employees currently certified in the HRP. The premium will not be awarded to employees still applying for the HRP. Only until such time as they are recognized as certified under the HRP, will it be granted.

F. **APPRENTICE**

1. Employment of all Apprentices shall conform with the apprenticeship standards established and administered by local joint committees as approved by the appropriate state and federal agencies.

    Wage rates for Apprentices shall be the percentages, as set forth below, of the Industrial Control Wireman’s rate:

    1st period.......................... 70%
2nd period........................ 73%
3rd period........................ 80%
4th period........................ 85%
5th period........................ 90%
6th period........................ 95%

2. It is hereby understood and agreed by and between the undersigned parties that apprentices shall be rotated from time to time between work covered by the Project Labor Agreement for Construction and the Project Maintenance and Operations Agreement. In effecting such rotation the parties understand that the best interests of the apprentices will thereby be served in providing the widest spectrum of training possible. The timing of such rotation shall be coordinated between the parties and the apprenticeship committee.

G. **OVERTIME DISTRIBUTION:** Insofar as practical, overtime shall be divided equally among all employees in a crew or on a given job.

H. **HIGH VOLTAGE PROVISION**

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

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

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

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

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

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

6. When workmen are required to work on or near voltages of 440 volts or over, there shall be at least two (2) Journeyman Wiremen and each shall be supplied with approved rubber goods. One (1) Journeyman Wireman shall stand by within reaching distance, not working, but wearing rubber gloves while this work is being done. No two (2) workmen on the same pole shall work on different phases or primary conductors at the same time where such primaries are energized.
7. All grounded wires, metal conduits or cables on poles or other structures carrying energized primaries shall be properly covered before workmen are required to work in close proximity thereto.

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

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

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

11. The Employer shall furnish each truck with a full first aid kit, drinking cups and adequate drinking water, to be iced during warm weather, to be determined by the Foreman and Steward.

12. A safety committee will be established and maintained, comprised of Union and Employer representatives. This committee will meet as necessary to solve and/or resolve the safety issues before them.

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

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

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

16. If an employee is required to wear any fire retardant clothing in the performance of his/her duties, such clothing shall be provided by the Employer in accordance with the current practice.

I. SAVINGS PROGRAM: NSTec will continue to allow employee participation in the Represented Employees 401(K) Savings Program.
J. PAID TIME OFF (PTO) / UNION VACATION TIME (UVC)

SECTION 1. Employees covered by this Agreement shall accrue Paid Time Off (PTO) for each month he/she is in pay status for at least half the workdays in each month. PTO may be used for vacation, sick leave, personal reasons, etc. The accrual rate shall be based on years of employment (accredited service), as identified in Section 2.

SECTION 2. **PTO ACCRUAL RATES:**

<table>
<thead>
<tr>
<th>Accredited Service</th>
<th>Monthly Accrual</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 years</td>
<td>14 Hours</td>
<td>168 Hours</td>
<td>504 Hours</td>
</tr>
<tr>
<td>3+ to 9 years</td>
<td>16 Hours</td>
<td>192 Hours</td>
<td>576 Hours</td>
</tr>
<tr>
<td>Over 9 years</td>
<td>20 Hours</td>
<td>240 Hours</td>
<td>720 Hours</td>
</tr>
</tbody>
</table>

SECTION 3. No more than the maximum accrual hours in Section 2 of unused PTO hours may be carried over from one (1) calendar year to the next. Unused PTO hours in excess of the maximum accrual allowed which remain to the credit of any employee at the end of a calendar year shall be canceled without payment to the employee.

SECTION 4. All PTO leave will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

SECTION 5. PTO leave shall not be counted as time worked for the purpose of computing overtime.

SECTION 6. Employees will not accrue PTO while in any unpaid employment status.

SECTION 7. Any employee terminated for any reason shall receive pay for any accrued PTO credits through the day of termination.

K. SENIORITY

SECTION 1. Seniority is defined as the total accumulated period of time an employee has worked with the Employer since his last date of hire.

SECTION 2. The seniority of each employee solely has relation to other employees under this contract in the same classification and represented by the same Union. For the purposes of this Article, a foreman shall be considered as within the classification from which he was promoted to the foreman classification.

SECTION 3. Subject to the provisions of the, Nondiscrimination/ Equal Employment Opportunity/Affirmative Action Program Articles, reductions in force/ layoffs and recalls/rehires within a classification shall be made on the basis of seniority and the ability to perform available work. For the purposes of this Article, if two (2) or more persons in the same classification have an equal number of days seniority, the relative seniority shall be based on the earliest time in the
Employers Personnel Department according to the records of that Department. In order to administer the Seniority provision in this section in a fair, equitable and productive manner, job openings requiring special training skills will be offered to employees with the most seniority, in the order of seniority.

SECTION 4. In the event an employee is reduced in force/laid off and is recalled/rehired within one (1) year, his seniority shall include that seniority which he had accumulated prior to his layoff.

SECTION 5. Seniority shall not be accumulated for periods of approved leave of absence in excess of three (3) months.

SECTION 6. Seniority shall be lost by an employee under the following circumstances:

1. Discharge by the Employer
2. Quit or voluntary termination
3. Layoff for a period in excess of one (1) year
4. Failure to report on time when recalled from layoff
5. Failure to return to the active payroll within twelve (12) months of release from employment for medical reasons. If there is a dispute with the medical diagnosis by the Employers Medical Director, the Employer will consider the findings of one or more Board-Certified physicians with a specialty in the appropriate medical field. If there is a continuing disagreement after such findings, the dispute shall be subject to Article 24, Grievance and Arbitration Procedure.
6. Released from employment due to inability to secure or retain User access to area in which he/she was hired.

SECTION 7. Subject to the provisions of the Nondiscrimination/Equal Employment Opportunity/Affirmative Action Program Articles, recall/rehire shall be in reverse order of reduction in force/layoff within a classification subject to the Employer's need for men to perform the work available and subject to satisfactory qualifications to perform the work. Employees being recalled shall be notified by the Union. The Union shall be notified by registered mail, return receipt requested. The Union is responsible for notification to the employee.

If the employee does not agree to report for work within fourteen (14) calendar days from the date of delivery of notification to the Union as shown on the registration mail receipt, or if the employee does not report for work on the date he agrees to report, the employee will be considered to have forfeited all his seniority and recall rights. The time limits set forth above are to be strictly complied with but may be extended by the Employer. In the case of an emergency, the Employer may temporarily fill any vacancy.

SECTION 8. The Employer agrees to furnish semi-annually to the Union a copy of the seniority list showing the seniority of each employee covered by this Agreement working in a classification represented by the Union.
SECTION 9. The provisions of this Article shall have no application in the instances of temporary or permanent transfers between areas of the Nevada Test Site, Systems Construction, the Tonopah Test Range, other Tonopah operations, and the Las Vegas operations of the Employer. In the event, however, of layoffs or recalls, site-wide seniority as set forth in this Article shall continue to apply under the preceding collective bargaining agreement.

SECTION 10. All employees shall undergo a probationary period of thirty (30) working days in pay status at the time of initial hire by the Employer. During such probationary period, the employees shall accrue no seniority for any purpose. Upon satisfactory completion of the probationary period, the employees shall be entitled to seniority dating back to the original date of hire. Such employees may be discharged for any reason during this probationary period without any right to dispute the discharge under the Grievance and Arbitration Procedure.

L. EQUAL EMPLOYMENT OPPORTUNITY

It is recognized by both parties to this Agreement that the Employer, as a Federal Contractor, is required to comply with all federal laws and mandated regulations and/or guidelines relative to employment of females and/or minorities. Therefore, both parties agree that all possible good-faith efforts will be made to meet and comply with the above-referenced laws, regulations, and/or guidelines necessary to implement the Employer's Affirmative Action Program.

In recognition of the foregoing, if the above-referenced laws, regulations and/or guidelines are not met, the Employer shall have the right to request female and/or minority journeymen and apprentices from the Union by race, sex, or national origin; and the Union agrees to honor those requests when made.

M. HIRING PROCEDURES

1. JOURNEYMAN WIREMAN AND JOURNEYMAN TECHNICIAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **WIREMAN GROUPS**

**Group I** All applicants for employment who have four (4) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Maintenance Wireman’s examination given by a duly constituted Local Union of the IBEW and who have been employed for a period of at least one (1) year in the past four years in the geographical area covered by the collective bargaining agreement.

**Group II** All applicants for employment who have four (4) or more years of experience in the trade, and who have passed a Maintenance Wireman’s examination given by a duly constituted Local Union of the IBEW.

**Group III** All applicants for employment who have two (2) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the Union signatory to this Agreement and an Employer bound to these hiring procedures.

**Group IV** All applicants for employment who have worked at the trade for more than one (1) year.
A. **CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this Agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:
Journeyman Lineman
Journeyman Technician
Equipment Operator
High Voltage Line Mechanic
High Voltage Electrical Mechanic
Groundman (80% of High Voltage Line Mechanic’s Rate)

I. **WELDING:** The Employer agrees to pay employees covered by this Agreement (excluding Groundmen, Operators and all apprentices) a premium of Fifty Cents ($0.50) per hour for all hours spent welding.

II. **SPlicing:** The Employer agrees to pay employees covered by this Agreement (excluding Groundmen, Operators and all apprentices) a premium of Fifty Cents ($0.50) per hour for all hours spent splicing.

B. **FOREMAN/GENERAL FOREMAN:** An employee designated by the Employer as Foreman shall be paid at the rate of One Dollar and Fifty Cents ($1.50) per hour more than the highest minimum rate of the employees over which he/she has supervision. This includes any foreman designated to supervise other foremen, who shall be classified as a General Foreman. A General Foreman may be designated as foreman over foremen of other Union affiliation.

C. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing all or any portion of this increase to the straight-time hourly wage rate or legally established Fringe Benefit Funds. The Union agrees to notify the Employer forty-five (45) days prior to the effective date of the manner in which this increase is to be distributed.

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless the Union or NSTec shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.
In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strikes or Lockouts” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

D. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE:**
   a. The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to employees covered by this Agreement.

2. **PENSION:**
   a. The Employer shall contribute a maximum sum equal to three percent (3%) of the gross monthly labor payroll, which the Employer is obligated to pay their employees in this bargaining unit.
   b. The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked or paid to Journeyman Lineman classified employees covered by this Agreement to the Pension Trust Fund.

3. **APPRENTICESHIP TRUST FUND:**
   a. The Employer shall pay a maximum sum (see Wage and Fringe Benefits Supplement) of the gross monthly payroll which the Employer is obligated to pay Journeyman Lineman classified employees covered by this Agreement into the Linemen’s California-Nevada Joint Apprenticeship Training Trust Fund.

E. **PREMIUMS:**

1. **HAZARD PREMIUM:**
   a. Journeyman Linemen working on wood poles or towers at a height of more than eighty (80) feet shall receive double the straight-time rate of pay for all time worked at such heights. Height premium pay shall not apply to substation or steel transmission tower erection.
   b. Hazard premium, as set forth above, shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings or guards effectively eliminates the hazard of a free fall.
   c. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.
d. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

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

2. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear full protective clothing (coveralls, booties, gloves, caps, etc.) and/or a respirator which requires a fit card shall receive a premium of One-Dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

**F. APPRENTICE**

1. **LINEMEN APPRENTICE:**

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

   b. Wage rates for Apprentices shall be the percentages, as set forth below per the Construction Project Labor Agreement for the Nevada Test Site:

      1st Step..................60%
      2nd Step..................65%
      3rd Step..................70%
      4th Step..................75%
      5th Step..................80%
      6th Step..................85%
      7th Step..................90%

2. It is hereby understood and agreed by and between the undersigned parties that apprentices shall be rotated from time to time between work covered by the Project Labor Agreement for Construction and the Project Maintenance and Operations Agreement. In effecting such rotation the parties understand that the best interests of the apprentices will thereby be served in providing the widest spectrum of training possible. The timing of such rotation shall be coordinated between the parties and the apprenticeship committee.

**G. OVERTIME DISTRIBUTION:** Insofar as practical, overtime shall be divided equally among all employees in a crew or on a given job.

**H. HIGH VOLTAGE PROVISION**
1. The employees shall be obligated to observe the instructions of the Employer in matters of safety.

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

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

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

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

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

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

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

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

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

10. The Employer shall be responsible for periodic inspection of hotsticks and the testing of all rubber goods, at intervals not to exceed those required by provisions of the American Society for Testing Material (ASTM). The date of each such testing shall be plainly indicated on the equipment so tested. Antiseptic powder for use in gloves is to be available at all times when such gloves are in use. All such equipment shall be kept in first class condition in containers provided by the Employer.
11. No workman shall be required or permitted to furnish his own rubber gloves nor shall he be permitted to assume any responsibility for the safety factor of any equipment. All such responsibility shall be assumed directly by the Employer.

12. The Employer shall furnish each truck with a full first aid kit, drinking cups and adequate drinking water, to be iced during warm weather, to be determined by the Foreman and Steward.

13. A safety committee will be established and maintained, comprised of Union and Employer representatives. This committee will meet as necessary to solve and/or resolve the safety issues before them.

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

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

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

17. If an employee is required to wear any fire retardant clothing in the performance of his/her duties, such clothing shall be provided by the Employer in accordance with the current practice.

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

J. **SAVINGS PROGRAM:** NSTec will continue to allow employee participation in the Represented Employees 401(K) Savings Program.

K. **PAID TIME OFF (PTO)**

SECTION 1. Employees covered by this Agreement shall accrue Paid Time Off (PTO) for each month he/she is in pay status for at least half the workdays in each month. PTO may be used for
vacation, sick leave, personal reasons, etc. The accrual rate shall be based on years of employment (accredited service), as identified in Section 2.

SECTION 2. PTO ACCRUAL RATES:

<table>
<thead>
<tr>
<th>Accredited Service</th>
<th>Monthly Accrual</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 years</td>
<td>14 Hours</td>
<td>168 Hours</td>
<td>504 Hours</td>
</tr>
<tr>
<td>3+ to 9 years</td>
<td>16 Hours</td>
<td>192 Hours</td>
<td>576 Hours</td>
</tr>
<tr>
<td>Over 9 years</td>
<td>20 Hours</td>
<td>240 Hours</td>
<td>720 Hours</td>
</tr>
</tbody>
</table>

SECTION 3. No more than the maximum accrual hours in Section 2 of unused PTO hours may be carried over from one (1) calendar year to the next. Unused PTO hours in excess of the maximum accrual allowed which remain to the credit of any employee at the end of a calendar year shall be canceled without payment to the employee.

SECTION 4. All PTO leave will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

SECTION 5. PTO leave shall not be counted as time worked for the purpose of computing overtime.

SECTION 6. Employees will not accrue PTO while in any unpaid employment status.

SECTION 7. Any employee terminated for any reason shall receive pay for any accrued PTO credits through the day of termination.

L. SENIORITY

SECTION 1. Seniority is defined as the total accumulated period of time an employee has worked with the Employer since his last date of hire.

SECTION 2. The seniority of each employee solely has relation to other employees under this contract in the same classification and represented by the same Union. For the purposes of this Article, a foreman shall be considered as within the classification from which he was promoted to the foreman classification.

SECTION 3. Subject to the provisions of the, Nondiscrimination/ Equal Employment Opportunity/Affirmative Action Program Articles, reductions in force/ layoffs and recalls/rehires within a classification shall be made on the basis of seniority and the ability to perform available work. For the purposes of this Article, if two (2) or more persons in the same classification have an equal number of days seniority, the relative seniority shall be based on the earliest time in the Employers Personnel Department according to the records of that Department.
In order to administer the Seniority provision in this section in a fair, equitable and productive manner, job openings requiring special training skills will be offered to employees with the most seniority, in the order of seniority.

SECTION 4. In the event an employee is reduced in force/laid off and is recalled/rehired within one (1) year, his seniority shall include that seniority which he had accumulated prior to his layoff.

SECTION 5. Seniority shall not be accumulated for periods of approved leave of absence in excess of three (3) months.

SECTION 6. Seniority shall be lost by an employee under the following circumstances:

1. Discharge by the Employer
2. Quit or voluntary termination
3. Layoff for a period in excess of one (1) year
4. Failure to report on time when recalled from layoff
5. Failure to return to the active payroll within twelve (12) months of release from employment for medical reasons. If there is a dispute with the medical diagnosis by the Employers Medical Director, the Employer will consider the findings of one or more Board-Certified physicians with a specialty in the appropriate medical field. If there is a continuing disagreement after such findings, the dispute shall be subject to Article 24, Grievance and Arbitration Procedure.
6. Released from employment due to inability to secure or retain User access to area in which he/she was hired.

SECTION 7. Subject to the provisions of the Nondiscrimination/ Equal Employment Opportunity/Affirmative Action Program Articles, recall/rehire shall be in reverse order of reduction in force/layoff within a classification subject to the Employer's need for men to perform the work available and subject to satisfactory qualifications to perform the work. Employees being recalled shall be notified by the Union. The Union shall be notified by registered mail, return receipt requested. The Union is responsible for notification to the employee.

If the employee does not agree to report for work within fourteen (14) calendar days from the date of delivery of notification to the Union as shown on the registration mail receipt, or if the employee does not report for work on the date he agrees to report, the employee will be considered to have forfeited all his seniority and recall rights. The time limits set forth above are to be strictly complied with but may be extended by the Employer. In the case of an emergency, the Employer may temporarily fill any vacancy.

SECTION 8. The Employer agrees to furnish semi-annually to the Union a copy of the seniority list showing the seniority of each employee covered by this Agreement working in a classification represented by the Union.
SECTION 9. The provisions of this Article shall have no application in the instances of temporary or permanent transfers between areas of the Nevada Test Site, Systems Construction, the Tonopah Test Range, other Tonopah operations, and the Las Vegas operations of the Employer. In the event, however, of layoffs or recalls, site-wide seniority as set forth in this Article shall continue to apply under the preceding collective bargaining agreement.

SECTION 10. All employees shall undergo a probationary period of thirty (30) working days at the time of initial hire by the Employer. During such probationary period, the employees shall accrue no seniority for any purpose. Upon satisfactory completion of the probationary period, the employees shall be entitled to seniority dating back to the original date of hire. Such employees may be discharged for any reason during this probationary period without any right to dispute the discharge under the Grievance and Arbitration Procedure.

M. EQUAL EMPLOYMENT OPPORTUNITY

It is recognized by both parties to this Agreement that the Employer, as a Federal Contractor, is required to comply with all federal laws and mandated regulations and/or guidelines relative to employment of females and/or minorities. Therefore, both parties agree that all possible good-faith efforts will be made to meet and comply with the above-referenced laws, regulations, and/or guidelines necessary to implement the Employer's Affirmative Action Program.

In recognition of the foregoing, if the above-referenced laws, regulations and/or guidelines are not met, the Employer shall have the right to request female and/or minority journeymen and apprentices from the Union by race, sex, or national origin; and the Union agrees to honor those requests when made.

N. HIRING PROCEDURES

JOURNEYMAN LINEMAN

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

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

2. The Contractor shall have the right to reject any applicant for employment.

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

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

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

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

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

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

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

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

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

a. Any outside firm undertaking any work covered by this Agreement will be allowed to bring in one Journeyman. When any complaint or dispute arises dealing with this question, any rule made by the International Office of the Union shall be accepted and put into effect.
b. When the Contractor, in its request for applicants, states requirements for special skills or abilities, the Business Manager shall refer the first applicant on the out-of-work list possessing such skills and abilities.

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

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

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

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

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

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

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

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

CLASSIFICATION A – (Journeyman Lineman – Journeyman Technician)

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

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

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

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

CLASSIFICATION B – Heavy Equipment Operator

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

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

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

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

CLASSIFICATION C – Groundman

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

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

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

GROUP IV
All other applicants for employment.
A. CLASSIFICATIONS AND WAGE RATES

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

Group 1
A-Frame or Winch Truck Operator
Air Compressor, Pump or Generator Operator
Concrete Mixer Operator, Skid Type
Conveyor Operator and Beltman
Dinky Locomotive or Tunnel Motor Operator
Elevator Hoist Operator
Engineer-Oiler and Signalman
Equipment Greaser - Ford, Ferguson or similar type (with drag-type attachments)
Fireman
Forklift Operator (under 5 tons)
Generator, Pump or Compressor Operator (2 to 5 Units inclusive; portable units)
Generator, Pump or Compressor Plant Operator
Heavy-Duty Repairman Helper
Hydra-Hammer or similar type equipment
Hydrostatic Pump Motorman
Power Concrete Curing Machine
Power Concrete Saw Operator
Power-Driven Jumbo Form Setter Operator
Rail Mounted JLG
Rodman and Chainman
Ross Carrier Operator or Forklift Operator (jobsite)
Self-Propelled Tar Pipelining Machine Operator
Skiploader, Wheel type, Ford, Ferguson, Jeep or similar type, 3/4 yard or less (without drag-type attachments)
Stationary Pipe Wrapping and Cleaning Machine Operator
Steam Cleaner/Pressure Washer
Switchman or Brakeman
Temporary Heating Plant Operator
Towblade Operator
Truck Crane Oiler
Group 2
Asphalt Plant Fireman
Asphalt or Concrete Spreading Mechanical Tamping or Finishing Machine Operator - roller (all types and sizes), soil cement asphalt-finish
Asphalt Plant Engineer
Bobcat or similar type (skid steer)
Boring Machine Operator
Boxman or Mixer Box Operator (concrete or asphalt plant)
Deck Engine Operator
Derrick Man (Oilfield type)
Drilling Machine Operator (including water wells)
Grade Checker
Highline Cable way Signalman
Instrumentman
Locomotive Engineer
Machine Tool Operator
Pavement -Breaker Operator
Pneumatic Heading Shield - Tunnel
Power Sweeper Operator
Road Oil Mixing Machine Operator
Roller Operator, Compacting
Rubber-tired, Heavy-Duty Equipment Operator - Oshkosh, DW, Euclid, Le Tourneau, La Plant-Choate, or similar type equipment, with any type attachments
Screed Operator
Skiploader, Wheel type, over 3/4 yards, up to and including 1-1/2 yards
Slip Form Pump Operator (power-driven hydraulic lifting device for concrete forms)
Steam and Water Plant Operator
Tractor Operator - drag-type shovel, bulldozer, tamper, scraper, and push tractor
Trenching Machine Operator (up to 6-foot depth capacity, manufacturer's rating)

Group 3
Concrete Pump or Pumpcrte Gun Operator
Concrete Mobile Mixer Operator
Concrete Mixer Operator - Paving
Crushing Plant Engineer
Dandy Digger
Elevating Grade Operator
Forklift Operator - over five (5) tons
Grade-All Operator
Highline Cableway Operator
Hoist Operator (Chicago Boom and Mine)
Kolman Belt Loader and similar type
Lift Slab Machine Operator
Loader Operator - Athey, Euclid, Hancock, Sierra or similar type
Machinist Operator
Material Hoist/Outside Man-lift Operator
Motor Patrol Operator (any type or size)
GROUP 3 (CONTINUED)
Party Chief
Pneumatic Concrete Placing Machine Operator - Hackley-Presswell or similar type
Rotary Drill Operator, excluding Caisson type
Sewer Plant Operator
Skiploader: Wheel type, over 1-1/2 yards
Surface Heater and Planer Operator
Tractor Loader Operator - Crawler type - all types and sizes
Tractor Operator, with boom attachments
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6-foot depth capacity, manufacturer's rating)
Universal Equipment Operator (Shovel, backhoe, dragline, clamshell, derrick, derrick barge,
Crane, Pile Driver, and Mucking Machine)
Waterpull (compaction)
Vacuum Truck Operator

Group 4
Body and Fender Mechanic
Heavy Duty Repairman
Heavy Duty Welder

Group 5
Body and Fender Mechanic Welder
Combination Heavy Duty Repairman Welder
Quality Control Inspector

Group 6
Rubber Tired, any Tandem, Multiple engine
Earth-Moving Equipment Operator

B. APPRENTICES

Each Employer who employs over five (5) Operating Engineers on any one (1) job or project
covered by this Agreement or, if there are not over five (5) Operating Engineers on any one (1)
job or project, who employs eleven (11) Operating Engineers on all company jobs or projects
covered by this Agreement, shall have a minimum of one (1) Apprentice in his employ, if
available. Thereafter, he shall include an additional Apprentice in each six (6) Operating
Engineers employed after the first six (6) on any job or project covered by this Agreement or in
each twelve (12) Operating Engineers employed after the first fifteen (15) on all company jobs or
projects covered by this Agreement. Preferred workmen and non working Foremen will not be
considered in determining the number of Operating Engineers employed for the purposes of this
section.

1. Employer of all apprentices shall conform with the apprenticeship standards established
and administered by the Local Joint Apprenticeship Committee and as approved by the
appropriate state and federal agencies.
Apprentices shall be paid the following percentages for classifications of work in which they are engaged:

a. **Applicable to Heavy Duty Repairperson, Plant Equipment Operator, Equipment Operator, and Surveyor:**

<table>
<thead>
<tr>
<th>Hours Range</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000 hours --- Step I</td>
<td>65% of Group 2 rate</td>
</tr>
<tr>
<td>1000-2000 hours - Step II</td>
<td>70% of Group 2 rate</td>
</tr>
<tr>
<td>2000-3000 hours - Step III</td>
<td>75% of Group 2 rate</td>
</tr>
<tr>
<td>3000-4000 hours - Step IV</td>
<td>80% of Group 2 rate</td>
</tr>
<tr>
<td>4000-5000 hours - Step V</td>
<td>85% of Group 2 rate</td>
</tr>
<tr>
<td>5000-6000 hours - Step VI</td>
<td>90% of Group 2 rate</td>
</tr>
</tbody>
</table>

b. **Applicable to Machinist Operator:**

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st six months:</td>
<td>60% of Group 2 rate</td>
</tr>
<tr>
<td>2nd six months:</td>
<td>65% of Group 2 rate</td>
</tr>
<tr>
<td>3rd six months:</td>
<td>70% of Group 2 rate</td>
</tr>
<tr>
<td>4th six months:</td>
<td>75% of Group 2 rate</td>
</tr>
<tr>
<td>5th six months:</td>
<td>80% of Group 2 rate</td>
</tr>
<tr>
<td>6th six months:</td>
<td>85% of Group 2 rate</td>
</tr>
<tr>
<td>7th six months:</td>
<td>90% of Group 2 rate</td>
</tr>
<tr>
<td>8th six months:</td>
<td>95% of Group 2 rate</td>
</tr>
</tbody>
</table>

2. It is hereby understood and agreed by and between the undersigned parties that apprentices shall be rotated from time to time between work covered by the Project Labor Agreement for Construction between the parties and the Project Maintenance and Operations Agreement. In effecting such rotation the parties understand that the best interests of the apprentices will thereby be served in providing the widest spectrum of training possible. The timing of such rotation shall be coordinated between the parties and the apprenticeship committee.

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

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

Heavy Duty Repairman apprentices will receive a tool allowance premium of Twenty Five Cents ($.25) per hour premium.

Combination Heavy Duty Repairman/Welder apprentices will receive an additional Thirty Cents ($.30) per hour premium.
C. **MONETARY INCREASES**

The Union shall have the option of distributing the above increases to the straight-time hourly wage rate or established Fringe Benefit/Contribution Funds, including Supplemental Dues. The Union agrees to notify NSTec at least forty-five (45) days prior to the effective date of the manner in which the increase is to be distributed.

The wage rates, effective October 1, 2009 shall remain in effect until the 1st day of October, 2010, and shall continue from year to year thereafter, unless the Union or NSTec gives written notice to reopen wage/fringe benefit negotiations at least ninety (90) days prior to October 1, 2010.

In the event notice of a desire to change, amend or modify the wage rates of this Agreement is given in accordance with the above and agreement on a new wage rate is not consummated on or before October 1, 2010 the wage dispute will not be subject to the terms and conditions of the No Strikes or Lockouts Article of this Agreement. All other provisions of this Agreement shall continue in full force and effect.

D. **FRINGE BENEFITS/CONTRIBUTIONS**

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Operating Engineers Health and Welfare Trust Fund.

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

3. **APPRENTICE TRAINING FUNDS:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Operating Engineers Apprenticeship Trust Fund.

4. **SUPPLEMENTAL DUES:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Southern Nevada Operating Engineers’ Vacation-Holiday Savings Trust. The amount per hour so contributed will be used as supplemental union dues to be paid by the union members covered by this Agreement.

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

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the employee, signed by the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees.
All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. If the individual employee does not sign a check-off authorization, then semi-annually the monies contributed on the individual employee's behalf shall be remitted directly to the employee.

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

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

E. **FOREMAN/GENERAL FOREMAN**

1. The Operating Engineer Foreman shall be paid One Dollar and Fifty Cents ($1.50) per hour over the hourly rate of the highest Operating Engineer's classification under their direction.

2. The Operating Engineer General Foreman shall be paid One Dollar and Fifty Cents ($1.50) per hour over the hourly rate of the highest Foreman under their supervision.

3. A foreman designated to supervise other foremen shall be classified as a General Foreman. A General Foreman may be designated as foreman over foremen of other Union affiliation.

4. The Foremen and/or General Foremen differential will be paid on top of equipment premiums.

F. **PREMIUMS**

1. **HAZARD PREMIUM (HEIGHT PAY):**

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

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

   c. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.
d. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

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

2. **HAZMAT AREAS:** When employees are engaged with hazardous work, Hazmat Areas, and required to wear full protective clothing (coveralls, bootees, gloves, cap, etc.) or a respirator requiring a fit card, they shall receive a premium of One Dollar ($1.00) above their regular rate of pay.

**G. SPECIAL EQUIPMENT PREMIUMS:** Special equipment premiums as set forth below shall be paid to employees where there is actual work performed with such equipment. Such premiums shall be paid for the entire shift and shall be paid to the foreman.

1. **Crane Operators** - Operators on equipment with booms of eighty (80) to one hundred (100) feet, including jib and pile driving rigs with hammer leads of eighty (80) to one hundred (100) feet, shall receive Fifty Cents ($.50) per hour premium pay additional to the regular rate of pay. Thereafter, they shall receive an additional Fifty Cents ($.50) per hour premium pay additional to the regular rate of pay for each additional twenty (20) feet of boom, including jib.

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

3. **Tower Crane Equipment:** It is agreed that two (2) or more Engineer Operators will constitute a complete operating crew on all tower crane equipment (American Peeco, Bucyrus Erie, Mayco-Weitz, Linden and similar types), and they shall receive Forty-Five Cents ($.45) per hour premium pay in addition to the applicable Equipment Operator's rate of pay. (Long boom premiums shall not apply to this equipment.)

4. **Cranes:** A special equipment premium of Twenty Five Cents ($.25) per hour shall be paid for the operation of cranes of 100-ton or greater capacity.

5. **Hoisting Equipment:** Operators on all hoisting equipment with three (3) drums or more shall receive Fifteen Cents ($.15) per hour premium pay additional to the regular rate of pay.

6. **Gunite Work:** Combination Mixer and Compressor Operators on gunite work shall be classified as Concrete Mobile Mixer Operators.

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

8. **Riggers**: Same wage scale as the craft to which rigging is incidental.

9. **Welders**: Same wage scale as the craft to which welding is incidental.

H. **FIELD SURVEY WORK**

1. There shall be a Party Chief as a member of each field survey crew, who shall receive One Dollar and Fifty Cents ($1.50) above the employees of field survey crew. When the Party Chief is in charge of one or more Party Chiefs, they shall be classified as a Chief of Parties and shall receive One Dollar and Fifty Cents ($1.50) above the classification of Party Chief.

2. All Global Positioning Systems work shall be done by the Field Survey crew.

I. **WORKING CONDITIONS**: Working heaters will be provided on all moving equipment when the outside temperature is below forty degrees (40) F. during the shift.

J. **GENERAL MEMBERSHIP MEETING**: The first Saturday following the first Friday in the months of June and December shall be considered non-workdays for employees covered by this Agreement. Any time worked on these Saturdays shall be paid at the triple time (3x) rate of pay.

K. **TOOLS**

SECTION 1. Heavy Duty Repairmen, Combination Heavy Duty Repairmen and/or Welders shall furnish their own tools. The following tools, when needed, shall be furnished by the Employer, and shall not be furnished by the employees:

- Pen presses
- Air or electric wrenches
- Reamers
- Oxy-acetylene hose
- Torches and tips
- Gear and Bearing pullers
- Wrenches over 2 inches and socket wrenches over 3/4-inch drive

- Spanner wrenches
- Electric drills
- Taps and dies
- Gauges of all kinds
- Pipe wrenches, 24 inches or over
- Torque wrenches and welding machines

SECTION 2. The Employer shall provide a secure place for the storage of a heavy duty repairman’s tools. If all or any part of a heavy duty repairman's kit of working tools is lost by reason of the failure of the Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry, while in the secure place designated by the Employer, the Employer shall reimburse such heavy duty repairman for any such loss from a minimum of Fifty Dollars ($50) to a maximum of Ten Thousand Dollars ($10,000). Upon the first day of employment, the
employee shall furnish the Employer an accurate inventory list of furnished tools which is to be verified by the Employer.

SECTION 3. Heavy Duty Repairmen, Combination Heavy Duty Repairmen and registered apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be more than fifteen (15) minutes.

L. SPECIAL OVERTIME RULES

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

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

SECTION 3. Option to Work Overtime: When work is scheduled to be performed before or after a shift on Saturdays, Sundays or Holidays, the employee assigned (either as an individual or as a part of a crew) during the regular shift shall have the option to work the overtime.

SECTION 4. Where feasible, field repair overtime shall be distributed equitably among the employees performing this work.

M. PAID TIME OFF (PTO)

SECTION 1. Employees covered by this Agreement shall accrue Paid Time Off (PTO) for each month he/she is in pay status for at least half the workdays in each month. PTO may be used for vacation, sick leave, personal reasons, etc. The accrual rate shall be based on years of employment (accredited service), as identified in Section 2.

SECTION 2. PTO ACCRUAL RATES:

<table>
<thead>
<tr>
<th>Accredited Service</th>
<th>Monthly Accrual</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 years of employment</td>
<td>14 Hours</td>
<td>168 Hours</td>
<td>504 Hours</td>
</tr>
<tr>
<td>3+ to 9 years of employment</td>
<td>16 Hours</td>
<td>192 Hours</td>
<td>576 Hours</td>
</tr>
<tr>
<td>Over 9 years of employment</td>
<td>20 Hours</td>
<td>240 Hours</td>
<td>720 Hours</td>
</tr>
</tbody>
</table>

SECTION 3. No more than the maximum accrual hours in Section 2 of unused PTO hours may be carried over from one (1) calendar year to the next. Unused PTO hours in excess of the maximum accrual allowed which remain to the credit of any employee at the end of a calendar year shall be canceled without payment to the employee.

SECTION 4. All PTO leave will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.
SECTION 5. PTO leave shall not be counted as time worked for the purpose of computing overtime.

SECTION 6. Employees will not accrue PTO while in any unpaid employment status.

SECTION 7. Any employee terminated for any reason shall receive pay for any accrued PTO credits through the day of termination.

N. SENIORITY

The following Seniority provisions do not apply to employees covered by this agreement who are hired on or after October 1, 2002.

a. Luis O. Apodaca
b. Richard A. Barre
c. Antonio C. Torres
d. Lawrence L. Tudor, Jr.
e. Max A. Woodrum
f. Lyn E. Young

SECTION 1. Seniority is defined as the total accumulated period of time an employee has worked with the Employer since his last date of hire.

SECTION 2. For the purposes of this Article, the following areas shall be considered as separate seniority units:

- The Nevada Test Site proper
- Tonopah Test Range

The seniority of each employee solely has relation to other employees under this contract in the same classification in the same seniority unit and represented by the same Union. For the purpose of this Article, a foreman shall be considered as within the classification from which he was promoted to the foreman classification.

An employee may be transferred from one seniority unit to the other only if the Union and the Employer mutually agree to such transfer. If the employee is transferred in accordance with this provision, he/she will go to the bottom of the seniority list of the unit into which they are transferring. However, for the purposes of vacation accrual, the latest date of hire will be the date of record.

SECTION 3. Subject to the provisions of the Nondiscrimination/ Equal Employment Opportunity/Affirmative Action Program Article, reductions in force/layoffs and recalls/rehires within a classification shall be made on the basis of seniority and the ability to perform available work. For the purposes of this Article, if two (2) or more persons in the same classification have an equal number of days seniority, the relative seniority shall be based on the earliest time in the Employers Personnel Department according to the records of that Department.
SECTION 4. In the event an employee is reduced in force/laid off and is recalled/rehired within one (1) year, his seniority shall include that seniority which he had accumulated prior to his layoff.

SECTION 5. Seniority shall not be accumulated for periods of approved leave of absence in excess of three (3) months.

SECTION 6. Seniority shall be lost by an employee under the following circumstances:

1. Discharge by the Employer
2. Quit or voluntary termination
3. Layoff for a period in excess of one (1) year
4. Failure to report on time when recalled from layoff
5. Failure to return to the active payroll within twelve (12) months of release from employment for medical reasons. If there is a dispute with the medical diagnosis by the Employers Medical Director, the Employer will consider the findings of one or more Board-Certified physicians with a specialty in the appropriate medical field. If there is a continuing disagreement after such findings, the dispute shall be subject to the Grievance and Arbitration Procedure.
6. Released from employment due to inability to secure or retain User access to area in which he/she was hired.

SECTION 7. Subject to the provisions of the Nondiscrimination/Equal Employment Opportunity/Affirmative Action Program Article, recall/rehire shall be in reverse order of reduction in force/layoff within a classification subject to the Employers need for men to perform the work available and subject to satisfactory qualifications to perform the work. Employees being recalled shall be notified by the Union. The Union shall be notified by registered mail, return receipt requested. The Union is responsible for notification to the employee. If the employee does not agree to report for work within fourteen (14) calendar days from the date of delivery of notification to the Union as shown on the registration mail receipt, or if the employee does not report for work on the date he agrees to report, the employee will be considered to have forfeited all his seniority and recall rights. The time limits set forth above are to be strictly complied with but may be extended by the Employer. In the case of an emergency, the Employer may temporarily fill any vacancy.

SECTION 8. The Employer agrees to furnish semiannually to the Union a copy of the seniority list showing the seniority of each employee covered by this Agreement working in a classification represented by the Union.

SECTION 9. The provisions of this Article shall have no application to the instances of temporary transfers between the areas of the Nevada Test Site, the Tonopah Test Range, other Tonopah operations, and the Las Vegas operations of the Employer.
O. **UNION SECURITY**

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

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

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

SECTION 4. The individual Employer shall be the sole judge of the qualifications of all its employees and may, discharge for just cause; all discharges shall be subject to the Grievance Procedure.
A. **CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

**GROUP 1**
Brush (any surface) and Roller Painter

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

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

B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

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

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless NSTec or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strike, No Lockout” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.
C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Painters' Health and Welfare Trust Fund.

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

3. **JOINT APPRENTICESHIP FUND:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Joint Apprenticeship Trust Fund.

4. **VOLUNTARY SUPPLEMENTAL DUES**

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

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

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

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

   The provision shall not affect the obligation of the Employer to pay the full amount of contributions to the Painters and Allied Trades Vacation Trust Fund as specified elsewhere in this Agreement.

5. **ANNUITY FUND:** The parties agree that an Annuity Fund may be established by the Union. The Union shall notify NSTec of such fund and the contributions to be allocated from the existing wage/fringe package, at least thirty (30) days prior to the effective date.
D. **FOREMEN:** An employee designated by the Employer as a Foreman or General Foreman will be paid One Dollar and Fifty Cents ($1.50) per hour above the straight-time hourly wage rate of the highest classification under his supervision. This includes any Foreman designated to supervise other Foremen. A Foreman designated to supervise other Foremen shall be classified as a General Foreman. A General Foreman may be designated as a foreman over foremen of other Union affiliation.

E. **PREMIUMS**

1. **HIGH TIME/HAZARD PREMIUM:**

   SECTION 1. Work over forty (40) feet in height shall be paid at the rate of Fifty Cents ($0.50) per hour above the base classification. All work under forty (40) feet involving swing stage or boatswain chair will carry stage rate or classification.

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

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

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

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

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

3. **STRUCTURAL STEEL:** On erected structural steel, as defined below, the Steel Painter classification and rate set forth above will be used from the ground up in lieu of the Brush Painter classification. If the steel involved is to be sprayed, a spray premium of Thirty-Five Cents ($0.35) per hour will be paid over and above the rate set forth for the Steel Painter.

   On erected structural steel as defined below, the Sandblaster Steel classification and rate set forth above and the Buffing Steel classification and rate set forth above will be used in lieu of the Sandblaster and Buffing classifications and rates, respectively.

   **Definition:** Structural steel shall be defined in accordance with the Steel Construction Manual of the American Institute of Steel Construction. In further clarification, service stations, as such, are not classified as structural steel. Also, upright or horizontal storage tanks set in concrete or similar base, such as tanks used by oil company bulk plants, will
not be considered structural steel. However, all tanks mounted on structural steel supports, such as typical water towers of all designs, shall be considered structural steel.

Nothing contained herein shall in any way be construed to modify the application or interpretation of the provisions of Hazard Premium Pay set forth above.

4. **UNDERGROUND PREMIUM**: Any employee covered by this Agreement who does any work underground in tunnels during any one (1) shift shall receive a differential of Fifty Cents ($0.50) per hour premium pay above the stipulated rate of pay for the classification of work in which he may be engaged.

F. **APPRENTICE**

1. **WAGES**: A graduated wage scale for apprentices shall be maintained on the following percentage ratios of the Journeyman Spray Painter:

   - First six (6) months: 60%
   - Second six (6) months: 65%
   - Third six (6) months: 70%
   - Fourth six (6) months: 75%
   - Fifth six (6) months: 80%
   - Sixth six (6) months: 90%

2. **EMPLOYMENT OF APPRENTICE**: Employment of all apprentices shall conform with the apprenticeship standards established and administered by the Local Joint Apprenticeship Committee and as approved by the appropriate state and federal agencies.

   It is hereby understood and agreed by and between the undersigned parties that apprentices shall be rotated from time to time between work covered by the Project Labor Agreement for Construction between the parties and the Project Maintenance and Operations Agreement. In effecting such rotation the parties understand that the best interests of the apprentices will thereby be served in providing the widest spectrum of training possible. The timing of such rotation shall be coordinated between the parties and the apprenticeship committee.

G. **SPECIAL WORKING CONDITIONS**

1. **SANDBLASTING**: All sandblasting and preparatory work to painting coming within the jurisdiction of the Union shall be performed by employee(s) covered by this Agreement. It is agreed that there shall at no time be less than two (2) employees covered by this Agreement to each sandblast machine in operation.

2. **SPRAY REGULATIONS**: It is recognized that the regulations and control of the use of the spray machine are deemed to be a lawful labor objective on the part of the signatory Union and that the application of such controls must, of necessity, not be merely on a unilateral basis, but moreover, have the effect and purpose of gaining compliance from all signatory parties concerned to the end that both the Union and Employer be at all times
aware of the hazards and the injurious effects involved, and that the parties at all times observe and maintain proper and legal safeguards, and reasonable devices be utilized to minimize the danger and hazard to the man involved. White lead, red lead, zinc chromate or any other materials which may be proved to be injurious to the health of the men will not be allowed to be sprayed under any conditions.

Zinc chromate, under spray regulations, is clarified as follows: When zinc chromate or red lead is a synthetic product, it may be sprayed. When the above materials are of natural oil base, or other base, then it must be brushed.

H.  **PAID TIME OFF (PTO)**

**SECTION 1.** Employees covered by this Agreement will accrue Paid Time Off (PTO) at the rate of ten (10) hours for each calendar month in which the employee is in pay status for at least one-half of the workdays in such month.

**SECTION 2.** Not more than one hundred sixty (160) hours of unused PTO hours may be carried over from one (1) calendar year to the next for the duration of this Agreement. Unused PTO hours in excess of one hundred sixty (160) hours which remain to the credit of any employee at the end of a calendar year shall be paid to the employee no later than thirty (30) days after the end of the calendar year.

**SECTION 3.** All PTO will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

**SECTION 4.** PTO leave time shall not be counted as time worked for the purpose of computing overtime.

**SECTION 5.** Any employee terminated for any reason shall receive pay for any accrued PTO hours through the day of termination.

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

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

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

**SECTION 3.** Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees,
the Employer shall withhold from such employee's earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues, it shall continue in effect as to dues deductions unless revoked in accordance with Section 7.

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

SECTION 5. The Union shall notify the Employer at least thirty (30) days prior to the implementation of an increase in the amount of dues or fees withheld from the earnings of employees.

SECTION 6. Nothing contained herein shall permit the deduction by the Employer of any assessments levied or established by the Union.

SECTION 7. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Employer and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Employer and the Union of that employee's desires to revoke the authorization.

SECTION 8. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Employer any Union dues, initiation and/or reinstatement fees erroneously or improperly withheld from an employee's earnings by the Employer, which had been transmitted by the Employer to the Union.

SECTION 9. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 10. The Union dues, initiation and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.
A. **CLASSIFICATION AND WAGE RATES** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications
- Journeyman Pipefitter
- Journeyman Plumber
- Pipefitter Welder
- Journeyman Refrigeration Mechanic
- CFC Certified Refrigeration Mechanic
- Lead Burner and Assistant

B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

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

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless NSTec or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strike, No Lockout” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement.
2. **PENSION**: The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement.

3. **APPRENTICE TRUST FUND**: The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Apprenticeship Trust Fund.

4. **SAVINGS FUND**: From the wages of each employee covered by this Agreement, the Employer shall deduct per hour for each hour worked and pay said amount to an account maintained in the employee's name at Bank of America (Nevada), a State chartered bank. This amount is not in excess of, but is a part of, the wage scale and shall be paid to Bank of America (Nevada) along with other contributions made to the existing "Lock Box" account.

The accounts held in each employee's name by Bank of America (Nevada) shall be subject to such rules and regulations as Bank of America (Nevada) has adopted or may adopt pursuant to its charter.

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

This provision shall apply to a Financial Institution other than named above, provided the Union notifies the Employer of such change, in writing.

D. **FOREMEN**: Any Employee designated by the Employer as Foreman or General Foreman shall receive One Dollar and fifty cents ($1.50) per hour, respectively, above the highest paid straight-time hourly rate of the employees which they supervise. This includes any foreman designated to supervise other foremen, who shall be classified as a General Foreman. A General Foreman may be designated as foreman over foremen of other Union affiliation.

E. **PREMIUMS**

1. **HIGH TIME/HAZARD PREMIUM**: On jobs where employees are required to work from trusses, scaffolds, frames, ladders, bosun chairs, etc., or on open structures, tower or open pits, etc., a distance of forty (40) feet or more from the bottom, ground or floor level, they shall be paid, in addition to other earnings, the straight-time hourly wage rate set forth in Section A of this Appendix. Shift differential shall not be included in the hazard premium herein provided.

Hazard premium (high time) shall be paid to employees only where there is an actual exposure to hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures eliminates the hazard of free fall.

Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.
The hazard premium shall be paid only to the members of a crew exposed to the hazard. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

2. **RESPIRATOR PREMIUM**: Employees required to wear a respirator which requires a fit card will be paid a One-Dollar ($1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

3. **CFC LICENSE OR CERTIFICATION**: Employees that hold a CFC license or certification will be paid One-Dollar ($1.00) above their straight-time rate of pay.

### F. APPRENTICE

1. **WAGES**: Wage rates for apprentices indentured in 1988 or thereafter shall be the percentage of the journeyman's rate set forth below:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Percentage</th>
<th>Time Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First six (6) months</td>
<td>60%</td>
<td>Sixth six (6) months</td>
<td>85%</td>
</tr>
<tr>
<td>Second six (6) months</td>
<td>65%</td>
<td>Seventh six (6) months</td>
<td>90%</td>
</tr>
<tr>
<td>Third six (6) months</td>
<td>70%</td>
<td>Eighth six (6) months</td>
<td>95%</td>
</tr>
<tr>
<td>Fourth six (6) months</td>
<td>75%</td>
<td>Ninth six (6) months</td>
<td>95%</td>
</tr>
<tr>
<td>Fifth six (6) months</td>
<td>80%</td>
<td>Tenth six (6) months</td>
<td>95%</td>
</tr>
</tbody>
</table>

2. **EMPLOYMENT CONDITIONS**: The apprentices employed by the Employer shall be under the supervision of the Las Vegas Joint Apprenticeship Committee. All matters pertaining to apprentices shall be referred to the Joint Apprenticeship Committee, and the Committee's decision shall be binding upon the parties. The Apprenticeship Committee shall be empowered to appoint committees, instructors and teachers necessary for the apprentices' education. It shall be further authorized to administer the trust fund agreement and function as trustees under such agreement.

   Apprentices must, at all times during working hours, be under the direct supervision of a journeyman, and at no time shall more than one apprentice work with one journeyman. All orders or directions to apprentices shall be given only through a journeyman.

   Employers regularly employing at least one journeyman shall be allowed an apprentice; additional apprentices may be assigned at a ratio of one apprentice for each five (5) journeymen. The parties agree the training of capable people in the craft is well accomplished through the Apprenticeship Training Program, and all parties to this Agreement share equally in this responsibility in accordance with the above ration. It is, therefore, necessary the parties agree that, based on the availability and number of apprentices, the Employer participate in this program by hiring apprentices and meeting the requirement of their training as directed by the Joint Apprenticeship Committee.

   It is further agreed the Union may automatically dispatch apprentices, as they are available, to Employers not in compliance with this ratio; conditioned, however, on the fact the Union may not enforce this provision against the undersigned Employer to any greater extent than the level of enforcement by the Union against all other contractors.
signatory to an agreement with the undersigned Union.

In the event of such an automatic referral, such referral shall include minority and/or female apprentices to the extent necessary for the Employer to maintain and/or help achieve its affirmative action goals and objectives in existence at that time. In no event may such referral worsen the Employer's position regarding achievement of its affirmative action goals and objectives.

In the recruitment, training and employment of apprentices, there shall not be any discrimination because of the race, color, religion, sex, age, veteran status, handicap or national origin of the apprentice or applicant for admission into the Apprenticeship Program.

It is hereby understood and agreed by and between the undersigned parties that apprentices shall be rotated from time to time between work covered by the Project Labor Agreement for Construction between the parties and the Project Maintenance and Operations Agreement. In effecting such rotation the parties understand that the best interests of the apprentices will thereby be served in providing the widest spectrum of training possible. The timing of such rotation shall be coordinated between the parties and the apprenticeship committee.

G. **CHECKOFF FOR WORKING ASSESSMENT:** The Employer agrees to the concept of checkoff for working assessment at such time as the Union is ready to implement.

H. **PAID TIME OFF (PTO)**

SECTION 1. Employees covered by this Agreement will accrue Paid Time Off (PTO) at the rate of ten (10) hours for each calendar month in which the employee is in pay status for at least one-half of the workdays in such month.

SECTION 2. Not more than one hundred sixty (160) hours of unused PTO hours may be carried over from one (1) calendar year to the next for the duration of this Agreement. Unused PTO hours in excess of one hundred sixty (160) hours which remain to the credit of any employee at the end of a calendar year shall be paid to the employee no later than thirty (30) days after the end of the calendar year.

SECTION 3. All PTO will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

SECTION 4. PTO leave time shall not be counted as time worked for the purpose of computing overtime.

SECTION 5. Any employee terminated for any reason shall receive pay for any accrued PTO hours through the day of termination.

I. **LOCAL UNION ELECTIONS**
The third Saturday in the month of December shall be considered a non-workday for employees covered by this Agreement.

Any time worked on this Saturday shall be paid at the triple time (3x) rate of pay.
A. **CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

   **Classifications:**
   Journeyman Sheet Metal Worker

B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

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

   The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless NSTec or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.

   In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strike, No Lockout” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

   1. **HEALTH PLAN:** The Employer signatory hereto shall contribute per hour worked by each employee covered by this Agreement, to the Sheet Metal Worker’ Health Plan of Southern California, Arizona and Nevada. This contribution shall be continued during the term of agreement. The payment shall be made on or before the Fifteenth (15th) day of each succeeding month.

   2. **TRI STATE PENSION PLAN:** The employer signatory hereto shall per hour worked by each Journeyman covered by this agreement, to the Sheet Metal Workers' Pension Plan of
Southern California, Arizona, and Nevada. This contribution shall be continued during the term of this agreement. Payment shall be made on or before the Fifteenth (15th) day of each succeeding month.

NOTE: A contribution amount of Fifty-Nine Cents ($0.59) shall be paid on all Apprentices.

3. **NATIONAL PENSION PLAN:** The employer signatory hereto shall contribute per hour worked by each employee covered by this agreement, to the Sheet Metal Workers' National Pension Funds. This contribution shall be continued during the term of this agreement. Payment shall be made on or before the Fifteenth (15th) day of each succeeding month.

4. **JOURNEYMAN AND APPRENTICE TRAINING FUND:** The employer signatory hereto shall contribute per hour worked by each employee covered by this agreement, to the Sheet Metal Workers’ Apprentice Training and Journeyman Education Fund. This contribution shall be continued during the term of this agreement. Payment shall be made on or before the Fifteenth (15th) day of each succeeding month.

5. **401 (K) PLAN:** Sheet Metal Workers Local No. 88 shall have the option to increase benefit contributions to existing funds or plans and or initiate participation in any additional funds or plans as recognized by the Sheet Metal Workers’ International Associations, or to implement a 401(k) Savings Plan or any other tax deferent plan, upon sixty (60) days written notification.

D. **FOREMAN/GENERAL FOREMAN:** Any employee designated by the Employer as Foreman and General Foremen shall receive ten percent One Dollar and Fifty Cents ($1.50) per hour above the highest classification over which he has supervision. This includes any foreman designated to supervise other foreman, who shall be classified as a General Foreman. General Foreman may be designated as foreman over foreman of other Union affiliation.

E. **PREMIUMS**

1. **WELDING:** The Employer agrees to pay those Journeyman Sheet Metal Workers (excluding all apprentices) a premium of Fifty Cents ($0.50) per hour for actual hours spent welding, but not less than one-half shift.

2. **HIGH TIME/HAZARD PREMIUM:**

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

   25 feet to 40 feet-- .25 Per hour
   Above 40 feet-- .50 Per hour
SECTION 2. Hazard premium, as set forth herein, shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium shall not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

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

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

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

4. **UNDERGROUND PREMIUM:** Any employee who performs work underground or in tunnels shall receive a full shift premium of Fifty Cents ($.50) per hour above their regular straight-time rate of pay.

In the event an employee is assigned to work underground on a full time basis, and in the opinion of either the Union or NSTec, additional terms and conditions are required, NSTec and the Union shall meet and negotiate Terms and Conditions for this work which are the same as or similar to the conditions contained in the “Underground/Tunnel Agreement”.

F. **APPRENTICE**

Employment of all apprentices shall conform with the apprenticeship standards established and administered by the local joint committees as approved by the appropriate state and federal agencies.

A graduated wage scale for Apprentices shall be maintained on the following percentage ratios of the Journeyman Sheet Metal Worker's rate as identified in the Wage and Benefits Supplement to this Agreement:

<table>
<thead>
<tr>
<th></th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First year</td>
<td>60%</td>
</tr>
<tr>
<td>Second year</td>
<td>65%</td>
</tr>
<tr>
<td>Third year, first six (6) months</td>
<td>70%</td>
</tr>
<tr>
<td>Third year, second six (6) months</td>
<td>75%</td>
</tr>
<tr>
<td>Fourth year, first six (6) months</td>
<td>80%</td>
</tr>
<tr>
<td>Fourth year, second six (6) months</td>
<td>85%</td>
</tr>
<tr>
<td>Fifth year, first six (6) months</td>
<td>90%</td>
</tr>
<tr>
<td>Fifth year, second six (6) months</td>
<td>95%</td>
</tr>
</tbody>
</table>

No Apprentice shall be employed under the age of eighteen (18) years.
The ratio of apprentices to journeymen shall not exceed on (1) apprentice for each four (4) journeymen employed by the Employer. The apprentice shall work under the supervision of a journeyman. The number of apprentices on the job or operation in or out of the shop shall not exceed the number of journeymen on that job or operation.

It is hereby understood and agreed by and between the undersigned parties that apprentices shall be rotated from time to time between work covered by the Project Labor Agreement for Construction between the parties and the Project Maintenance and Operations Agreement. In effecting such rotation the parties understand that the best interests of the apprentices will thereby be served in providing the widest spectrum of training possible. The timing of such rotation shall be coordinated between the parties and the apprenticeship committee.

G. **PAID TIME OFF (PTO)**

SECTION 1. Employees covered by this Agreement will accrue Paid Time Off (PTO) at the rate of ten (10) hours for each calendar month in which the employee is in pay status for at least one-half of the workdays in such month.

SECTION 2. Not more than one hundred sixty (160) hours of unused PTO hours may be carried over from one (1) calendar year to the next for the duration of this Agreement. Unused PTO hours in excess of one hundred sixty (160) hours which remain to the credit of any employee at the end of a calendar year shall be paid to the employee no later than thirty (30) days after the end of the calendar year.

SECTION 3. All PTO will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

SECTION 4. PTO leave time shall not be counted as time worked for the purpose of computing overtime.

SECTION 5. Any employee terminated for any reason shall receive pay for any accrued PTO hours through the day of termination.

H. **CHECKOFF OF DUES OR WORKING ASSESSMENT:** The Employer agrees to the concept of checkoff for dues or working assessment at such time as the Union is ready to implement.
A. **CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

**GROUP 1**
- Service Station Attendant
- Truck Repairman Helper
- Wash Rack Attendant
- Light Duty Driver

Light Duty Drivers shall include service truck drivers, drivers of dump trucks of less than 16 yards water level, drivers of trucks with legal payload capacities of less than 20 tons, drivers of road oil spreader trucks, drivers of water trucks under 4,000 gallons, and drivers of passenger busses on the jobsite.

**GROUP 2**
- Bootman
- Truck Greaser
- Warehouseman (Warehouse Clerk, Stockroom Clerk)
- Tireman (general)
- Forklift Driver
- Heavy Duty Drivers

Heavy Duty Drivers shall include drivers of dump trucks from 16 yards up to and including 22 yards water level, drivers of trucks with legal payload capacities of 20 tons but less than 30 tons, drivers of Euclid-type spreader trucks, drivers of dumpster trucks, drivers of transit mix trucks of less than 6 yards, drivers of water trucks of 4,000 gallons but less than 6,000 gallons, drivers of fuel trucks 2,500 gallons or greater, and a highway Ross Carrier driver.

**GROUP 3**
- Truck Repairman
- Fleet Operations Dispatchers
- Extra Heavy Duty Drivers

Extra Heavy Duty Drivers shall include drivers of transit mix trucks of 6 yards or more, drivers of dump trucks over 22 yards water level, drivers of trucks with a legal payload capacity of 30 tons and over, and drivers of fuel and water trucks of 6,000 gallons and over, and drivers of underground dump trucks.

**GROUP 4**
- Combination Workers
GROUP 5
Off-Road and Special Equipment Driver

Off-Road and Special Equipment: All off-road and special equipment shall include transit-mix trucks with more than three (3) axles or twelve (12) yards or more capacity; trucks and trailers in combination with nine (9) axles or more, and load of fourteen (14) feet or more in width. This does not include off-road forklifts.

B. MONETARY INCREASES: The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

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

The wage rates effective October 1, 2009, shall remain in effect until the 1st day of October 2010, and shall continue from year to year thereafter unless NSTec or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2010.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2010, Section 1 and Section 2 of Article -“No Strike, No Lockout” will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. FRINGE BENEFITS: The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. MAJOR MEDICAL

SECTION 1. The monthly Health and Welfare contribution amount shall be distributed by Teamsters' Local 631 Security Fund to Major Medical, Retiree Medical Funds Payment and Dental/Vision as indicated in the Wage and Benefits Supplement to this Agreement. Contributions set forth in Sections 2, 3 and 4 shall be appropriately distributed by the Security Fund to the Medical, Dental/Vision and Retiree’s Medical Funds.

SECTION 2. The Employer shall contribute the current monthly amount to the Teamsters' Local 631 Security Fund on behalf of those employees covered by this Agreement who work or are paid during the calendar month for eighty-six (86) hours or more.
SECTION 3. The Employer shall contribute **one-half** of the monthly amount per month on behalf of those employees covered by this Agreement who work or are paid for **less than** eighty-six (86) hours during the calendar month.

SECTION 4. The Employer shall contribute the **hourly** amount for employees who have not completed one full calendar month with the employer for all hours worked or paid.

SECTION 5. Any future increase to Health and Welfare shall be made from reallocation from wages.

2. **PENSION PLAN**: The Employer shall contribute the current Pension amount per hour for all hours worked by or paid to employees covered by this Agreement to the Western Conference of Teamsters’ Pension Trust Fund.

3. **DISABILITY PLANS**: The Employer agrees to deduct and remit contributions to Short Term and/or Long Term Disability plans as identified by the Union for employees who provide written authorization for such deductions to be made on their behalf.

D. **FOREMEN/GENERAL FOREMEN**

SECTION 1. An employee designated by the Employer as Foreman or General Foreman shall be paid at the rate of One Dollar and Fifty Cents ($1.50), respectively, per hour more than the highest classification of which he has supervision. This includes any Foreman designated to supervise other foremen. A foremen designated to supervise other foremen shall be classified as a General Foreman. A General Foreman may be designated as foremen over foremen of other Union affiliation.

SECTION 2. Foreman/General Foreman duties shall not include those duties specifically prescribed to supervisory employees as outlined in the NLRA Section 2(11). Discipline that is effectively administered by a Foreman or General Foreman shall be considered null and void as it is in conflict with Section 2(11) of the NLRA. However, the current practice of assignment of work by Foremen, except the assignment of overtime work, shall remain in effect.

E. **PREMIUMS**

1. **LIGHT DUTY DRIVERS** shall be paid Fifteen Cents ($.15) per hour premium when operating power winches, power lift tailgates, A-frames or similar special attachments.

2. **CDL TRAINERS/EXAMINERS**: Employees covered by this Agreement shall be paid an additional One Dollar and Fifty cents ($1.50) per hour when functioning as Commercial Drivers' License (CDL) examiners or trainers for a minimum of one-half shift. If the employee temporarily works in this capacity for more than half a shift, they shall receive the differential for the entire shift.

3. **RESPIRATOR PREMIUM**: Employees required by the Employer to wear a respirator which requires a fit shall receive a premium of One-Dollar ($1.00) above their straight-
time rate of pay for a minimum of a half shift or maximum of a full shift, based on half shift wear.

F. **PAID TIME OFF (PTO)**

SECTION 1. Employees covered by this Agreement shall accrue Paid Time Off (PTO) for each month he/she is in pay status for at least half the workdays in each month. PTO may be used for vacation, sick leave, personal reasons, etc. The accrual rate shall be based on years of employment (accredited service), as identified in Section 2.

SECTION 2. **PTO ACCRUAL RATES.**

<table>
<thead>
<tr>
<th>Accredited Service</th>
<th>Monthly Accrual</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 years</td>
<td>14 Hours</td>
<td>168 Hours</td>
<td>504 Hours</td>
</tr>
<tr>
<td>3+ to 9 years</td>
<td>16 Hours</td>
<td>192 Hours</td>
<td>576 Hours</td>
</tr>
<tr>
<td>Over 9 years</td>
<td>20 Hours</td>
<td>240 Hours</td>
<td>720 Hours</td>
</tr>
</tbody>
</table>

SECTION 3. No more than the maximum accrual hours in Section 2 of unused PTO hours may be carried over from one (1) calendar year to the next. Unused PTO hours in excess of the maximum accrual allowed which remain to the credit of any employee at the end of a calendar year shall be canceled without payment to the employee.

SECTION 4. All PTO leave will be paid at the employee's straight-time hourly rate and shall be used in increments of one-half (1/2) of an hour.

SECTION 5. PTO leave shall not be counted as time worked for the purpose of computing overtime.

SECTION 6. Employees will not accrue PTO while in any unpaid employment status.

SECTION 7. Any employee terminated for any reason shall receive pay for any accrued PTO credits through the day of termination.

G. **MAINTENANCE OF STANDARDS:** The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions consistent with the provisions of this Agreement shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

H. **MAN-HAULS**

It is recognized by the Employer that the driving of Manhuals is within the jurisdiction of the Teamsters. A manhaul is defined as a multi-passenger/multi-craft vehicle generally used to transport several people, at the same time, from a transportation drop-off point or facility to a reporting point or work location that is usually not serviced by company provided transportation.
It is understood between the parties that manhauls may be established by the Employer for remote projects on a case-by-case basis. The determination to establish a manhaul is a management prerogative, however, the Employer agrees to include the Union in the decision making process whenever a manhaul may be required.

I. JOB OPENINGS

SECTION 1. Job Openings for classifications covered by this Agreement shall be posted to allow employees in the bargaining unit to apply for the job in accordance with the following provisions, provided it does not violate a laid-off employees Seniority recall rights:

1. Temporary job openings of 90-days or less are not required to be posted.

2. A temporary job opening of 90-days or less, which extends beyond 90-days, will be posted.

3. Secondary job openings (backfill positions) which are created due to an internal employee filling a posted Job Opening will not be posted.

SECTION 2. Job Openings of 90-days or more shall be filled in the following manner:

1. Qualified Employees who are currently assigned to the organization for which the job opening exists and who volunteers to fill the open position will be considered first in filling the open position.

2. Should an Employee from the Organization for which the job opening exists be selected to fill the vacancy, that Employee’s position will be posted.

3. Should no Employee assigned to the Organization for which the job opening exists either volunteer or be selected to fill the vacancy, then the Job Opening will be posted.

SECTION 3. Employees with active disciplinary actions will not be considered for any Job Opening.

SECTION 4. The Employer will not arbitrarily reject a qualified internal applicant who applies for any Job Opening, and at the Union’s request, the Employer will provide reason for disqualification.

J. COMBINATION WORKERS

SECTION 1. The parties agree that the concept of the Combination Worker classification is an important part of this Agreement. The purpose of utilizing a Combination Worker is to fill job positions, which incorporate aspects of both the driving and warehousing functions. There will be no restrictions on the work that a Combination Worker may perform within these dual functions provided they are qualified to perform the work. Qualified individuals from any group may be assigned into this classification.
SECTION 2. Effective October 1, 2002, the minimum qualifications for a Combination Worker shall include:

1. Possession of a current CDL Class “A” license with all Endorsements, if required by the Employer

2. Possession of a current Forklift Certification

In addition, Combination Workers will be required to meet the minimum qualifications identified by the Employer for the specific functions associated with and identified for each Combination Worker position, to include but not be limited to warehouse operation requirements.

SECTION 3. Combination Worker positions shall be posted. Internal applicants who apply for the position who have equal qualifications shall be awarded the position based on Seniority. (This provision applies to the selection of applicants for Combination Worker positions only).

SECTION 4. Combination Workers may make up a maximum of thirty-five percent (35%) of the total population of all Teamsters employed by the Company under this Agreement at any given time. Any Combination Worker positions, which exceed 35% of the total Teamster population, require mutual agreement and consent between the Employer and the Union.

K. SENIORITY

SECTION 1. Seniority is defined as the total accumulated period of time an employee has worked with the Employer since his last date of hire. All employees shall undergo a probationary period of forty-five (45) calendar days at the time of initial hire by the Employer, for which time they shall accrue no seniority. Upon satisfactory completion of the probationary period, the employee shall accrue seniority back to their last date of hire. An employee who has not completed the probationary period may be discharged for any reason without any right to dispute the discharge under the Grievance and Arbitration procedure.

SECTION 2. For the purposes of this Article, the following areas shall be considered as separate seniority units:

The Nevada Test Site proper combined with the Remote Sensing Laboratory (RSL) will be one unit, with the Tonopah Test Range being a separate unit.

The seniority of each employee solely has relation to other employees under this contract in the same classification in the same seniority unit and represented by the same Union. For the purpose of this Article, a foreman shall be considered as within the classification from which he was promoted to the foreman classification.

An employee may be transferred from one seniority unit to the other only if the Union and the Employer mutually agree to such transfer. If the employee is transferred in accordance with this provision, he/she will go to the bottom of the seniority list of the unit into which they are transferring. However, for the purposes of vacation, the latest date of hire will be the date of record.
SECTION 3. It is understood and agreed by the Employer and Union that the following provision of Article 12 – Union Representation, Section 3 does not apply to employees covered by this agreement: “It shall be recognized by the Employer that the Union Steward shall be the last person to be laid off in their trade, provided they are qualified to perform the work.”

Subject to the provisions of the Hiring/Nondiscrimination Article of this Agreement, reductions in force/layoffs and recalls/rehires shall be made on the basis of seniority within the group of classifications set forth below and the ability to perform available work. For the purposes of this Article, if two (2) or more persons in the same classification have an equal number of days' seniority, the relative seniority shall be based on the earliest time of arrival in the Employer’s Personnel Department according to the records of that Department.

SECTION 4. For the purposes of this Article, the classifications shall be grouped in the following manner:

**Group A**

- Extra Heavy Duty Driver
- Heavy Duty Driver
- Light Duty Driver
- Off-Road Equipment Driver
- Fleet Operations Dispatcher
- Bootman
- Combination Worker*

**Group B**

- Warehouseman
- Forklift Driver
- Combination Worker*

**Group C**

- Truck Greaser
- Tireman
- Service Station Attendant
- Wash Rack Attendant
- Combination Worker*

However, if such an employee accepts employment in a seniority unit or group different from the one from which he was reduced in force, then the employee relinquishes recall rights for his previous unit or group. The employee's most recent hire date becomes his seniority date. For the purpose of vacation accrual, however, if the employee is rehired within one year of his layoff, he shall be credited with that employment time he had accumulated prior to his layoff.

* The Combination Worker classification incorporates aspects of both the driving and warehousing functions. Qualified individuals may be promoted into this classification from A, B, or C seniority groups. Once promoted into the Combination Worker classification, such individuals retain seniority rights in the seniority group from which they were promoted, for all purposes covered by this Article.
SECTION 5. The classifications contained in the three (3) groups set forth in Section 4 above represent all the classifications contained in Appendix A of this Agreement.

SECTION 6. In the application of this Article it is agreed that there shall be no transfers between Groups A, B and C on a permanent basis unless agreed to between the Employer and the Union. Such transfers will come about only as a result of serious health conditions certified by the Employer’s physician; documented personal situations which would affect the employee's job performance adversely, such as a serious illness in the family; or a mutual interest of both the Employer and the Union.

SECTION 7. Subject to the provisions the “Hiring/Nondiscrimination” Article of this Agreement, for the purposes of recall/rehire, those persons who are currently on layoff with eligibility for recall shall be recalled in order of seniority within the groups of classifications specified above and ability to do the available work.

SECTION 8. In the event an employee is reduced in force/laid off and is recalled/rehired within one (1) year, his seniority shall include that seniority which he has accumulated prior to his layoff.

SECTION 9. Seniority shall not be accumulated for periods of approved leave of absence in excess of three (3) months.

SECTION 10. Seniority shall be lost by an employee under the following circumstances:

1. Discharge by the Employer
2. Quit or voluntary termination
3. Layoff for a period in excess of one (1) year
4. Failure to report on time when recalled from layoff
5. Failure to return to the active payroll within twelve (12) months of release from employment for medical reasons. If there is a dispute with the medical diagnosis by the Employers Medical Director, the Employer will consider the findings of one or more Board Certified physicians with a specialty in the appropriate medical field.
6. Released from employment due to inability to secure or retain User access to area in which he/she was hired.

SECTION 11. Subject to the provisions the Hiring/Nondiscrimination Article of this Agreement, recall/rehire shall be in reverse order of reduction in force/layoff within the groups of classifications listed above subject to the Employer's need for men to perform the work. Employees being recalled shall be notified by the Union. The Union shall be notified by registered mail, return receipt requested. The Union is responsible for notification to the employee. If the Employer does not receive a reply from the employee within three (3) workdays from the date of delivery of notification to the Union as shown on the registration mail receipt, or if the employee does not agree to report for work within two (2) calendar weeks after he receives notification, or if the employee does not report for work on the date he agrees to report, the employee will be considered to have forfeited all his seniority and recall rights. The time limits...
set forth above are to be strictly complied with but may be extended by the Employer. In the case of an emergency, the Employer may temporarily fill any vacancy.

In the event more than one employee is recalled at the same time, such recalled employees shall not accumulate seniority until after two (2) calendar weeks referred to above have elapsed.

SECTION 12. The Employer agrees to furnish semi-annually to the Union signatory hereto copies of a seniority list showing the seniority of each employee covered by this Agreement working in the groups of classifications set forth in Section 4 above and represented by the Union. If the Union disputes the seniority shown for any employee on the seniority list, it must file such protest within thirty (30) calendar days after receipt of the list. In the event no such protest is received, the seniority of each employee shall stand as shown on such list.

L. CHECKOFF OF DUES ASSESSMENT

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

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

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

SECTION 4. The Employer shall promptly mail to the Secretary-Treasurer of the Union a check made payable to the Union for the amount of dues or fees the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list containing the names of employees and the amount deducted from each employee's earnings.

SECTION 5. Nothing contained herein shall permit the deduction by the Employer of any assessments levied against an individual or group of employees unless the levy applies equally to all employees who have provided a signed authorization card.
SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Union of that employee's desire to revoke the authorization.

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

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

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

SECTION 10. The Employer agrees to withhold on a once-a-month basis from employees who have signed a proper authorization card, a donation made out to DRIVE which is to be submitted to Teamsters Local Union No. 631 for transmittal to DRIVE National Headquarters. The funds submitted are to be accompanied by a listing of the name and social security number of each employee in whose behalf a deduction is made. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

M. REFERRAL PROCEDURES

SECTION 1. The Employer agrees to abide by the Referral Procedures of Local 631, not inconsistent with the terms and conditions of this Agreement.

SECTION 2. The Union shall establish and maintain separate open and nondiscriminatory out of work lists for workers desiring employment on work covered by this Agreement, and such workers shall be entitled to registration and dispatching subject to the provisions of this Article and the Unions dispatching procedures. Such workmen must be unemployed and available for work.

The Employer shall contact the Unions dispatch office for workmen they may need from time to time and the Union shall furnish to the Employer the required number of qualified and competent workers of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article. The Employer will give reasonable advance notice of at least twenty-four (24) hours prior to the reporting time to the dispatching office upon ordering such workers.
It shall be the responsibility of the Employer, when ordering workers to give the Union all of the pertinent information regarding the worker’s employment by facsimile.

The Union will furnish, in accordance with the request of the Employer, each such qualified worker from among those entered on said lists, to the employer, by use of a written referral in the following order of preference.

“A” List-Worker: Workers who are properly signed up in the Union’s dispatch office, and have been employed on a proper dispatch for a Signatory Employer under an M&O Agreement in the jurisdiction of Teamsters Local 631 since October 1, 1997, that possess the qualifications listed in this Agreement and have had their qualifications approved by the director of the Teamsters Construction/NTS Training Center.

“B” List-Worker: Workers who are properly signed up in the Unions dispatch office, and are currently listed on any “A” list in Local 631’s dispatch system, who possess the qualifications listed in this Agreement, and have had their qualifications approved by the director of the Teamsters Construction/NTS Training Center and have not worked on a proper dispatch to a signatory Employer under an M&O Agreement in the jurisdiction of Teamsters Local 631 since October 1, 1997.

“C” List-Worker: Workers that are properly signed up in the Unions dispatch office, and possess the qualifications listed in this Agreement, and have had their qualifications approved by the Director of the Teamsters Construction/NTS Training Center.
APPENDIX B’s

Project Maintenance and Operations Agreement
Millwrights and Machinery Erectors,
Local Union No. 1827

All of the terms and conditions of this Agreement, including Appendix A, shall apply in its entirety to Employees covered by Millwrights, Local Union No. 1827, except as outlined in Appendix B herein.

A. CLASSIFICATIONS AND WAGE RATES

The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:
Journeyman Millwright

NOTE: The Employer shall not designate any employee as a Millwright, unless the employee has been properly dispatched to the Employer by Millwrights, Local Union No. 1827, in accordance with the Union’s Referral Procedures.

B. MONETARY INCREASES

The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

C. FRINGE BENEFIT/CONTRIBUTIONS

The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH PLAN**: The Employer shall contribute per hour, for all hours worked by or paid to employees covered by this Agreement to the Carpenters’ Health and Welfare Fund.

2. **PENSION PLAN**: The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Construction Industry and Carpenters’ Joint Pension Trust Fund.

3. **VACATION TRUST FUND**: The Employer shall contribute per hour at the straight time rate for all hours worked by or paid to employees covered by this Agreement to the Vacation Trust Fund.

4. **APPRENTICE TRUST FUND**: The Employer shall, during the term of this Agreement, pay per hour for all hours worked by or paid to employees covered by this Agreement into
the Carpenters’ Joint Apprenticeship Trust Fund. The funds so contributed shall be used exclusively for the apprenticeship program.

5. **VACATION/SAVINGS FUND:** It is agreed by the parties that Millwrights, Local Union No. 1827 may allocate monies to a Vacation/Savings Fund during the term of this Agreement. Upon notification from the Union to allocate monies to this fund, the contributions shall be made as follows:

The Employer shall contribute a specified sum per hour at the straight time rate for all hours worked by or paid to millwright employees, by paying into an account maintained in the employee’s name at the IBEW Plus Credit Union. The accounts held in each employee’s name by IBEW Plus Credit Union shall be subject to such rules and regulations as IBEW Plus Credit Union has adopted or may adopt pursuant to its charter. The Employer’s sole responsibility with respect to savings funds will be to pay the amount described above.

D. **APPRENTICE**

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

   0 - Six (6) months....................................................65%
   Seven (7) - Twelve (12) months .........................70%
   Thirteen (13) - Eighteen (18) months...............75%
   Nineteen (19) - Twenty-Four (24) months.........80%
   Twenty-Five (25) - Thirty (30) months.............85%
   Thirty-One (31) - Thirty-Six (36) months.........90%
   Thirty-Seven (37) - Forty-Eight (48) months.....95%

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

**APPENDIX C**

NATIONAL SECURITY TECHNOLOGIES, LLC
SPECIAL PROVISIONS FOR OFFSITE WORK

The following are special provisions effective October 1, 2007 which will apply to National Security Technologies, LLC (NSTec) employees working in Nye County, outside the geographical boundaries of the NTS on short-term assignments. The purpose of this document is to provide consistent and equitable compensation to NSTec employees working off-site. The off-site work areas are divided into three separate general geographical locations: Beatty, Tonopah Test Range (TTR) and Central Nevada Test Area (CNTA).

The terms and conditions of the applicable NTS Project Labor Agreement (PLA) shall apply to bargaining unit employees, except for the difference in transportation and lodging allowance as noted herein.

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

This document contains:

- Special Provisions for work performed in Beatty, at the Tonopah Test Range (TTR), at the Central Nevada Test Area (CNTA), and a Summary Table of Special Provisions for Off-Site Work.

BEATTY

BARGAINING UNIT WAGES AND FRINGES:

Fringe Benefit Contributions will remain per the applicable NTS PLA.

Base Wage Rates will be determined as follows:

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

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

LODGING IN BEATTY

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

**Meals/Incidentals:** Employees will receive the Federal CONUS per diem rate, currently $39 per day worked for meals and incidentals (M&I). If an employee is required to work 6 straight days the employee is eligible for a 7th day M&I allowance provided the employee stays in lodging in Beatty. Employees will receive 75% of the Federal CONUS per diem rate (currently $29.25) of the M&I allowance on arrival and departure days.

**Lodging:** Employees will be reimbursed for actual lodging costs not to exceed the Federal CONUS per diem rate, currently $70 per day worked. Applicable taxes reimbursed separately.
If an employee is required to work 6 straight days, the employee is eligible for the lodging allowance for the 7th day provided the employee stays in Beatty. Employees must provide a receipt to the company to be reimbursed.

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

**Location Allowance:** No location allowance is due; the company provides the employee with transportation, lodging and meals.

---

**NO LODGING**

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

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

---

**TONOPAH TEST RANGE (TTR)**

**BARGAINING UNIT WAGES AND FRINGES:** Wages and Fringe Benefits will be paid in accordance with the appropriate NTS Project Labor Agreement for all work performed at TTR.

---

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

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

**Meals and Lodging:** Meals and Lodging will be provided at no cost to the employee. There may be instances when a meal is not available. In such an instance the employee will receive the appropriate pro-rated Federal CONUS per diem rate of $3 per day for incidentals and the appropriate applicable meal allowance of $7 for Breakfast, $11 for Lunch, $18 for Dinner.

**Location Allowance:** No location allowance is due; the company provides the employee with transportation, lodging and meals.

---

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

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

**Meals/Incidentals:** Employees will receive the Federal CONUS per diem rate, currently $39 per day worked for meals and incidentals (M&I). If an employee is required to work 6 straight days the employee is eligible for a 7th day M&I allowance provided the employee stays in lodging in Tonopah. Employees will receive 75% of the Federal CONUS per diem rate (currently $29.25) of the M&I allowance on arrival and departure days.

**Lodging:** Employees will be reimbursed for actual lodging costs not to exceed the Federal CONUS per diem rate, currently $70 per day worked. Applicable taxes reimbursed separately.
If an employee is required to work 6 straight days, the employee is eligible for the lodging allowance for the 7th day provided the employee stays in Tonopah. Employees must provide a receipt to the company to be reimbursed.

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

**Location Allowance:** No location allowance is due; the company provides the employee with a government vehicle, lodging and meals.

---

**NO LODGING**

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

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

**Special Travel Reimbursement:**

In accordance with applicable Appendix “A’s” in the Construction PLA eligible bargaining unit employees shall receive a travel reimbursement for the first and last day of the job, provided that such travel was done on their own time.

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

---

**CENTRAL NEVADA TEST AREA (CNTA)**

**BARGAINING UNIT WAGES AND FRINGES:**

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

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

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

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

---

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

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

**Meals and Lodging:** Meals and Lodging will be provided at no cost to the employee. There may be instances when a meal is not available. In such an instance the employee will receive the appropriate pro-rated Federal CONUS per diem rate for each meal not provided.
**Location Allowance:** No location allowance is due; the company provides the employee with a government vehicle, lodging and meals.

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

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

**Meals/Incidentals:** Employees will receive the Federal CONUS per diem rate, currently $39 per day worked for meals and incidentals (M&I). If an employee is required to work 6 straight days the employee is eligible for a 7th day M&I allowance provided the employee stays in lodging in Tonopah. Employees will receive 75% of the Federal CONUS per diem rate (currently $29.25) of the M&I allowance on arrival and departure days.

**Lodging:** Employees who elect to stay in Tonopah will be reimbursed for actual lodging costs not to exceed the Federal CONUS per diem rate, currently $70 per day worked.

If an employee is required to work 6 straight days, the employee is eligible for the lodging allowance for the 7th day provided the employee stays in Tonopah. Employees must provide a receipt to the company to be reimbursed.

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

**Location Allowance:** No location allowance is due; the company provides the employee with a government vehicle, lodging and meals.

**NO LODGING**

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

**Location Allowance:** Employees who do not stay in lodging are not entitled to the M&I allowance.
### SPECIAL PROVISIONS FOR OFF-SITE WORK FOR NSTec EMPLOYEES

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>BEATTY</th>
<th>TTR</th>
<th>CNTA</th>
</tr>
</thead>
</table>
| **Wages & Fringe Benefits:** (Applicable to Bargaining Unit employees Only) | • Higher Difference between NTS Package & DB Package added to NTS Base Wage  
• Add $3/hr. Zone Pay to Wage (if none in DB)  
• Fringes: Per NTS PLA | • Wages: Per NTS PLA  
• Fringes: Per NTS PLA | • Higher Difference between NTS Package & DB Package added to NTS Base Wage  
• Add $3/hr. Zone Pay to Wage (if none in DB)  
• Fringes: Per NTS PLA |
| **Transportation:** (Company Provided From Las Vegas and/or Pahrump) | • to Beatty - Beginning & End of each week  
• to and from Beatty to reporting point at jobsite each work day | **Lodging at TTR/ Base Camp Provided:**  
• to TTR/ Base Camp - Beginning & End of each week  
• to & from TTR to reporting point at jobsite each work day  
**Off-Site Lodging Available:**  
• to Tonopah - Beginning & End of each week  
• to & from Tonopah to reporting point at jobsite each work day | **Lodging at TTR/ Base Camp Provided:**  
• to TTR/ Base Camp - Beginning & End of each week  
• to & from TTR to reporting point at jobsite each work day  
**Off-Site Lodging Available:**  
• to Tonopah - Beginning & End of each week  
• to & from Tonopah to reporting point at jobsite each work day |
| **Meals & Incidental (M&I):** | Employees who stay in Lodging shall receive:  
• $39 per day worked for M&I except days of arrival & departure  
• $29.25 (75% of M&I) on Arrival & Departure Days  
• Employees required to work 6 straight days (who stay in lodging in Beatty) are eligible for 7th day M&I allowance  
**No Lodging Elected:**  
No M&I allowance | **Lodging at TTR/ Base Camp Provided:**  
• Meals Provided at no cost to Employee  
• When meals not available: Emp. receive appropriate meal allowance for each meal not provided  
**Off-Site Lodging Available:**  
• $39 per day worked except days of arrival & departure  
• $29.25 (75% of M&I) on Arrival & Departure Days  
• Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day M&I allowance  
**No Lodging Elected:**  
No M&I allowance | **Lodging at TTR/ Base Camp Provided:**  
• Meals Provided at no cost to Employee  
• When meals not available: Emp. receive appropriate meal allowance for each meal not provided  
**Off-Site Lodging Available:**  
• $39 per day worked except days of arrival & departure  
• $29.25 (75% of M&I) on Arrival & Departure Days  
• Employees required to work 6 straight days (who stay in off-site lodging) may be eligible for 7th day M&I allowance  
**No Lodging Elected:**  
No M&I allowance |
| **Location Allowance:** | Lodging in Beatty Elected:  
No Location allowance  
**No Lodging Elected:**  
No Location Allowance  
No M&I allowance. | Lodging at TTR/Base Camp Elected:  
No Location Allowance  
**Off-Site Lodging Provided/Elected:**  
No Location Allowance  
**No Lodging Elected:**  
No Location Allowance  
No M&I allowance. | Lodging at TTR/Base Camp Elected:  
No Local Allowance  
**Off-Site Lodging Provided/Elected:**  
No Location Allowance  
**No Lodging Elected:**  
No Location Allowance  
No M&I Allowance. |
APPENDIX D

INTERPRETATIONS

No. JLMIC-013
June 27, 2005

PROJECT LABOR AGREEMENT
INTERPRETATION/MEMORANDUM OF AGREEMENT

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

AGREEMENT(S): ☑ Construction ☑ M&O ☑ Tunnel & Tunnel-Shaft ☑ Appendix “B”

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

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

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

EXAMPLES:

• A 4-10 night shift is established Tuesday, Wednesday and Thursday nights. This meets the requirement of 3 consecutive workdays.

• A 4-10 night shift is established Thursday, Friday and Saturday nights. This does not meet the requirement of 3 consecutive workdays, as Friday and Saturday are not regular workdays on a 4-10 shift. Therefore, all hours worked on this shift would be paid at time and one-half.

• A 4-10 night shift is established Wednesday, Thursday and Monday nights. This meets the requirement of 3 consecutive workdays.

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

FOR THE UNIONS: __________________________________________________________
Rick Johnson, Labor Co-Chair                                      Date

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

**AGREEMENT(S):**
- ☒ Construction
- ☒ M&O
- ☒ Tunnel & Tunnel-Shaft
- ☒ Appendix “B”

**ARTICLE(S):** Article 20, “Shifts and Hours of Work”

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

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

**FOR THE UNIONS:**

Robert Nard, Labor Co-Chair  
Date

**FOR THE COMPANY:**

Wes Young, Management Co-Chair  
Date
## INDEX

<table>
<thead>
<tr>
<th>Letter</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>ALLOWANCES WHILE TRAVELING</td>
<td>23</td>
</tr>
<tr>
<td>B</td>
<td>BOILERMAKERS</td>
<td>38</td>
</tr>
<tr>
<td>C</td>
<td>CARPENTERS</td>
<td>43, 122</td>
</tr>
<tr>
<td></td>
<td>COURT DUTY</td>
<td>26</td>
</tr>
<tr>
<td>D</td>
<td>DOE, NNSA/NV ORDERS AND DIRECTIVES</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>DRUG AND ALCOHOL POLICY</td>
<td>10</td>
</tr>
<tr>
<td>E</td>
<td>ELECTRICAL WORKERS</td>
<td>59, 71</td>
</tr>
<tr>
<td>G</td>
<td>GENERAL SAVINGS CLAUSE</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>35</td>
</tr>
<tr>
<td>H</td>
<td>HIRING PROCEDURES AND NON-DISCRIMINATION</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>HOLIDAYS</td>
<td>24</td>
</tr>
<tr>
<td>I</td>
<td>INTENTS AND PURPOSE</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>INTERPRETATIONS</td>
<td>129</td>
</tr>
<tr>
<td></td>
<td>INTERPRETATIONS COMMITTEE</td>
<td>36</td>
</tr>
<tr>
<td>L</td>
<td>LABORERS</td>
<td>48</td>
</tr>
<tr>
<td>M</td>
<td>MANAGEMENT RIGHTS</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>MEAL PERIODS</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>MILITARY LEAVE</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>MIXED CREWS</td>
<td>27</td>
</tr>
<tr>
<td>N</td>
<td>NO STRIKES OR LOCKOUTS</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>NUCLEAR FACILITIES</td>
<td>6</td>
</tr>
<tr>
<td>O</td>
<td>OFF-SITE WORK</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>OPERATING ENGINEERS</td>
<td>83</td>
</tr>
<tr>
<td></td>
<td>OVERTIME</td>
<td>25</td>
</tr>
<tr>
<td>P</td>
<td>PAINTERS</td>
<td>95</td>
</tr>
<tr>
<td></td>
<td>PHYSICAL EXAMS</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>PLUMBERS AND PIPEFITTERS</td>
<td>102</td>
</tr>
<tr>
<td></td>
<td>PREAMBLE</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>PROCESSING TIME</td>
<td>12</td>
</tr>
<tr>
<td>R</td>
<td>REPORTING POINTS AND TRANSPORTATION</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>REPORTING TIME AND MINIMUM PAY</td>
<td>18</td>
</tr>
<tr>
<td>S</td>
<td>SAFETY AND HEALTH</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>SHEET METAL WORKERS</td>
<td>107</td>
</tr>
<tr>
<td></td>
<td>SHIFTS AND HOURS OF WORK</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>SOUTHERN NEVADA LABOR ALLIANCE</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>SPECIAL PROVISIONS FOR OFFSITE WORK</td>
<td>124</td>
</tr>
<tr>
<td></td>
<td>SUBCONTRACTING</td>
<td>10</td>
</tr>
<tr>
<td>T</td>
<td>TEAMSTERS</td>
<td>111</td>
</tr>
<tr>
<td></td>
<td>TERM OF AGREEMENT</td>
<td>37</td>
</tr>
</tbody>
</table>
UNION RECOGNITION ........................................... 7
UNION REPRESENTATION .................................... 9

WAGES .................................................................... 13

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES ........................................ 28
WORK SUBJECT TO THIS AGREEMENT ............ 6
WORKFORCE FLEXIBILITY ................................. 27

ZONE PAY .............................................................. 22