

K 8204  
1,200 workers

**AGREEMENT  
BETWEEN  
TEAMSTER UNION  
LOCAL 631**

56 pgs.



and

**NEVADA CONTRACTORS  
ASSOCIATION**

**July 1, 2001 – June 30, 2004**

**LOCAL 631**  
**TEAMSTERS, CHAUFFEURS,**  
**WAREHOUSEMEN AND HELPERS**

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International Trustee:	Ed Burke
Business Agents:	Derek Cardwell Dewy Darr Milan Dobrijevic Kevin Hardison Frank Incandella Wayne King, Sr. Rick Knight John Phillipenas Roberta Whitfield
Organizer:	Ray Isner John Milner
Dispatcher:	Jennifer Dodds
Dispatch:	Fran Almaraz Susana Montoya
Office Manager/ Bookkeeper:	Cathy Metoxen
Office Personnel:	Sharon Deuchars Yvonne Medina Julie Morgan Pamela Peabody

**MASTER LABOR AGREEMENT  
BETWEEN**

**NEVADA CONTRACTORS ASSOCIATION**

**AND**

**TEAMSTERS LOCAL UNION NO. 631  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, AFL-CIO**

**FOR THE PERIOD**

**July 1, 2001 Through June 30, 2004**

THIS AGREEMENT, entered into this 1ST day of July, 2001, on behalf of those eligible Employers who are now or who hereinafter may become members of the NEVADA CONTRACTORS ASSOCIATION, hereinafter referred to as the EMPLOYER, and TEAMSTERS LOCAL UNION NO. 631, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, hereinafter referred to as the UNION.

**WITNESSETH**

WHEREAS, the Employer is engaged in general contract construction work in Southern Nevada; and,

WHEREAS, in the performance of its present and future contracting operations, the Employer is employing and will employ large numbers of workmen of the various crafts; and,

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

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for men employed by the Employer and,

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

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be interdependent, IT IS HEREBY AGREED:

## **ARTICLE I COVERAGE**

A. This Agreement shall apply to and cover all employees of the Employers employed to perform or performing construction work, as such employees and construction work are respectively more particularly defined hereafter in Article II, A., and Article XII of this Agreement, in the area known as Southern Nevada, more particularly described as the counties of Clark, Lincoln, Esmeralda and that portion of Nye County south of U.S. Highway 6. It is recognized that work covered by the Construction Project Agreement at the Nevada Test Site shall be excluded from the coverage of this Agreement.

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

C. All work performed by the Employer and all services rendered for the Employer, as herein defined, by employees represented by the Union, shall be rendered in accordance with each and all of the terms and provisions hereof. All such work shall be performed, first, by making and exhausting every effort to utilize owned equipment of the Employer, then of the subcontractor, in accordance with the provisions of this Agreement.

D. If the Employer, party hereto, shall subcontract work as defined, provision shall be made in such subcontract for the subcontractor to become a party to this Labor Agreement. The Employer shall give notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering into such subcontract and shall specify the name and address of the subcontractor. A Subcontractor is defined as any person, firm or corporation who agrees under contract with the General Contractor, or his Subcontractor, to perform on the jobsite any part or portion of the work covered by the contract, including the operation of equipment, performance of labor, and the installation of materials.

#### E. OFFSITE COVERAGE

1. The Employer agrees to apply this Section to all classifications set forth in Article XV of this Agreement, except cement distributor, erosion control driver, dumpcrete trucks, off road dump trucks, transit mix trucks, dumpster trucks, DW 10's, 20's and over, and A Frame trucks.
2. The Employer agrees that with respect to work which is not entirely jobsite work and which is neither site preparation nor road/bridge construction the following Articles of this Agreement shall apply: I (except Section D.) II, III, IV, V, VI, VII, or VIII, IX, X, XI, XII, XIII (except Section I.), XIV, XV, XVI, and XVII.
3. Because of the Union's concern that Subcontractors who are not subject to the same total labor costs as shown as those who are party hereto will deprive Union members employed hereunder of work opportunities because of lower labor costs, it is agreed as follows:

Definition of Subcontractor. A Subcontractor is defined as any person (other than an employee covered by this Agreement), firm, or corporation

who agrees in writing to perform, or who in fact performs for or on behalf of an individual Employer, any part or portion of the work covered by this Agreement

4. The Employer agrees to subcontract only to an Employer whose labor costs on such jobs, at all times during the terms of this subcontract hereunder, are not less than those of employers performing work covered by this Agreement, including, but not limited to, cost of subsistence, vacation, holiday, medical, hospitalization, wages, premiums, dental, life insurance and retirement benefits as provided by this agreement. All owner-operators shall become signatory to, and be bound by all terms and conditions of the Construction Labor Agreement. Legal or equitable title to the power equipment and all licenses required by any governmental agency must be in the name of the actual owner-driver.

#### **F. OFFSITE OWNER-OPERATOR**

1. To insure the owner-operators' total cost to be the same as the Employers they will be required to pay into the appropriate health and welfare trust at the stipulated rate in this Agreement and will pay the stipulated rate for pension in a pension account mutually agreed upon by the Union and the Contractor.
2. It is the desire of the Contractor and the Union to abide by all laws pertaining to D.O.T. hours of service, therefore the owner-operator will be required to carry a log of all hours worked to be provided for inspection by the Contractor or the Union at any time.
3. The Contractor agrees that he will provide to the Union in writing on a monthly basis a list of all owner-operators and the hours worked by each owner-operator.
4. All owner-operators will be dispatched by the dispatch office at the Union. Any signatory contractor may call any owner-operator signatory to this agreement by name.
5. The owner-operator will be dispatched to a specific Contractor but may be utilized by any other Contractor provided he is dispatched

by the Contractor he is dispatched to.

#### G. ONSITE OWNER-OPERATOR

This Article applies to all work covered by this Agreement except for the delivery of materials to the first drop point on the jobsite by legitimate vendors of said materials. The first drop shall be to a stockpile or warehouse and not to direct incorporation into the work.

1. Whenever owner-operator is used in this Article, it means owner-driver only. Owner-driver is defined as a person who is subject to the direct supervision of the on-site personnel and who's work is limited to the geographical site of construction except for occasional transportation of materials between two proximate geographical sites of construction exclusively controlled by the same Employer. Legal or equitable title to the power equipment and all licenses required by any governmental agency must be in the name of the actual owner-driver.
2. The owner-operator shall be carried on the payroll of the individual Employer as a driver and shall receive full fringe benefits from the first hour, and as such driver all of the terms and conditions of this Master Agreement and any amendment or amendments thereto, shall be applicable to him.
3. Separate checks shall be issued by the individual Employer for such driver's wages. The amount of the separate check for such driver's wages shall not reduce the amount actually received for equipment compensation as distinguished from wages to a level below that provided for in (4) below.
4. It is further mutually understood and agreed that the intent of this Section is to assure the payment of wages, fringes and conditions as provided in this Labor Agreement and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, fringes and conditions as provided in this Labor Agreement.
5. The Employer or Subcontractors shall make every reasonable effort to refer to the Local Union with area jurisdiction over the work all owner-

operators or drivers of equipment for referral before work begins; and, in any event, the Union shall be notified of the name and social security number of the owner-operator within forty-eight (48) hours after the owner-operator begins work on that job.

6. This Section shall be applicable only to owner-operators, not signatory prior to bid of job, performing work to be done on jobsite (i.e. site of construction, alteration or repair of a building, structure, road or other construction work).
  7. This Section in no way shall be construed as a way to circumvent the hiring hall provisions of this Agreement under Article II (C).
- H. The Employers, and their Subcontractors, shall have freedom of choice in the purchase of materials.
- I. Nothing contained in Article I shall be construed or applied in such a manner as will conflict with the provisions of any laws, rulings or regulations of any administrative agency having jurisdiction over the subject matter of this Agreement.
- J. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery, will not be subject to this agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.
- K. Pre-Job Conference

Whenever an Employer covered by this Agreement comes into this locality, the Employer shall notify the Union at least one (1) week prior to the commencement of the work; and if requested by either party, a pre-job conference shall be held prior to the commencement of the job in the locality



in which the work is to be on all jobs exceeding five million dollars (\$5,000,000.00) performed.

The Union and the Employer recognize that there are certain problems which may arise concerning the manning of all jobs outside of the Las Vegas zoned area. Therefore, the Employer and Union agree to a pre-job conference to resolve the following:

- a. To determine the classifications and number of men to be brought in by the Employer.
- b. To determine the classifications and number of men to be hired locally.
- c. To determine the classifications and number of men to be secured by the Union from other areas in accordance with Article II of this Agreement.
- d. All provisions agreed to at the pre-job conference shall be binding for the duration of the project.

## **ARTICLE II UNION RECOGNITION**

A. The Employer hereby recognizes the Union signatory hereto as the sole and exclusive Collective Bargaining representative for employees engaged in work covered by this Agreement over whom the Union has jurisdiction, as such jurisdiction is defined by the International Brotherhood of Teamsters and recognized by the Union and the Employer.

It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: Executives, civil engineers and their helpers, superintendents, assistant superintendents, timekeepers, messenger boys, office workers or any employees of the Employer above the rank of craft foreman.

B. The Union hereby recognizes the NEVADA CONTRACTORS ASSOCIATION as the sole and exclusive bargaining representatives for its eligible members who are, or who become, parties to this Agreement. (A roster of eligible members will be furnished without delay to the Union at the time of signing this Agreement and when new members are accepted.) The Union agrees that during the term of this Agreement, it will not negotiate or enter into Agreements with such member of the Association relative to part or all of the subject matter covered by this Agreement, provided that the members of the above named Association, parties to the Agreement, shall be and continue to remain liable under this Agreement during the term hereof, even though said members shall resign from the Association prior to the date set for the expiration of this Agreement.

If subsequent to the date of execution of this Agreement an Employer becomes a member of the above named Association and authorizes the Association to represent it in collective bargaining, said Employer shall become covered by the terms and conditions of this Agreement.

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

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

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

Reasonable advance written notice (but not later than twenty-four (24) hours prior to the required reporting time) will be given by the Employer to the dispatching office upon ordering such workmen; and in the event that forty-eight (48) hours after such notice the dispatching office does not furnish such workmen, the Employer may procure workmen from any other source or sources. If men are so

employed, the Employer will immediately report to the dispatch office each such workman by name and classification.

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

The dispatching office will furnish, in accordance with the request of the Employer, each such qualified and competent workman from among those entered on said lists, to the Employer, by use of a written referral, in the following order of preference, and the selection of workmen for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements:

"A" List - Workmen who since July 1, 1998 have worked in excess of five hundred (500) hours on a proper dispatch for a Signatory Employer in the Southern Nevada area, as that area is herein above more particularly defined. The Employer may request by name any "A" List workman. Any workman, in this category registered as foreman will be referred to any Employer requesting such workmen for employment as foreman. The Employer may request and the Union will furnish a copy of the "A" list to the Employer.

"B" List - Workmen who within the five (5) years immediately preceding registration at the dispatching office have performed work in the classifications of the Signatory Union, covered by this Agreement in the Southern Nevada area, as that area is herein above more particularly defined.

It is understood that on a large call of four (4) or more drivers the Employer may request and the Union will furnish a driver from the top of the "B" list that has the proper qualifications for the job described by the Employer.

"C" List - Workmen whose names are entered on said lists at the dispatching offices of the Signatory Union and who are available for employment.

2. Subject to the foregoing, the Employer is the sole judge as to competency of all of his employees and applicants for employment. The Employer may reject any job applicant referred by the Union upon showing good cause.

All employees must perform their work to the satisfaction of the Employer. No employee shall be discharged nor discriminated against for activities in behalf of, or representation of the Union not interfering with the proper performance of his duties. Protests to suspension or discharge must be made in writing to the Employer within ten (10) days.

3. The Union shall post in the dispatch office all the dispatching procedures of the Union to the Signatory Employer.

D. 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 the other parties.

E. Notwithstanding the hiring arrangements outlined herein, the parties recognize that in the employ of Employers are certain key workmen who are necessary to the efficient continuity of their operations. It is, therefore, agreed that Employers may transfer their key workmen into the area covered by this Agreement, including a maximum of two (2) foremen, but not to exceed ten percent (10%) of the number of employees employed on the job. The Employers agree to notify the local dispatching office of the appropriate Signatory Union immediately of the names and classifications of all such men transferred.

F. Employees employed by an Employer pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Employer has been obtained.

G. Work Preservation - For the purpose of preserving work and job opportunities for drivers-employees covered by this Agreement, the Employer shall make and exhaust every effort to not utilize the services of any other persons to perform driving work covered by this Agreement unless all of the employer's operable equipment of a particular type for example, but not limited to (10 wheel dump, end dump, belly dump, transport, off road equipment, water trucks, oil tankers, etc.) has been deployed. Any subcontracting under this provision will

only be let to an Employer paying no less than the monetary wages and conditions covered in this Agreement.

H. The Employer shall give notice of the existence of this Agreement to any purchaser, successor, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the affected Union, at the time the seller, transfer or lessor executes a contract or transaction as herein described.

I. Each Employee covered by this Agreement who is a member of the Union as designated in (A) of this article on the date of execution of this Agreement, or the effective date of this Agreement, whichever is later, shall as a condition of employment remain a member in good standing. Any present employee working within the scope of this Agreement who is not a member of the Union and any Employee working within the scope of this Agreement hired hereafter shall become and remain a member in good standing in the Union in the locality of the Local Union from which he was dispatched, within thirty (30) days following the commencement of his employment, the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

The Employer shall be required to discharge any employee pursuant to this section within ten (10) days after receipt of written notice by certified mail that said employee has failed to become or remain a member in good standing.

"Notwithstanding anything to the contrary therein, this Article II, Section I shall not be applicable if all or part thereof shall be in conflict with applicable law."

### **ARTICLE III STRIKES - LOCK OUTS - JURISDICTIONAL DISPUTES**

A. It is the purpose and intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms hereof, and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the Employer and will require the employees it represents to perform their services for the Employer on the work described herein when required by said

Employer so to do; and during the term of this Agreement an Employer signatory to this Agreement shall not cause or permit any lockout of the employees represented by the Union signatory hereto or on whose behalf this Agreement is made on work described herein.

B. If a Signatory Employer is performing work on a project during the construction of which such project is declared to be unfair by the Building and Construction Trades Council of Clark, Lincoln, Nye and Esmeralda Counties and Teamsters Local Union No. 631, and the work thereon is stopped for that reason, it shall not be deemed a violation of this Agreement if, during the period of said stoppage of work the employees represented by the Union fail to perform their work on said project for the Employer.

C. The Union guarantees during the term hereof that there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto or any other Union, and that all workmen covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with employees represented by other labor organizations.

D. All jurisdictional disputes between Teamsters Local Union No. 631 and any other Union shall be referred to the International President of the Teamsters Union and the International President of the other Union involved for determination. Such determination shall be reduced to writing, signed by the two (2) International Presidents and a copy furnished to the Association. Upon receipt of such evidence of Agreement, the determination shall be accepted by and become binding upon the Employer and the Union.

All jurisdictional disputes shall be accepted by and become binding upon the Employer and the Union. All jurisdictional disputes shall be handled exclusively in the manner specified in this Article III, D., and may not be referred to the Grievance and Arbitration procedures provided under Article V.

In the event the International Brotherhood of Teamsters becomes a party to any procedures agreed to by the Nevada Contractors Association and the Building Construction Trades Council, AFL-CIO, established for the purpose of settling

jurisdictional disputes, then in that event such procedures shall be substituted for the procedure outlined above upon receipt of such evidence of agreement, the determination shall be accepted by and become binding upon the Employer and the Union. The Employer shall not be held contractually liable by complying with such decision.

E. Nothing contained in this contract or any part hereof, or in this Article III or any part hereof, shall affect or apply to the Union signatory hereto, in any action it may take against any Employer who has failed, neglected or refused to comply with or execute any settlement or decision reached through Arbitration Under the terms of Article V hereof, or the jurisdictional determinations reached in accordance with Article III.D., above.

F. During the life of this Agreement, no Employer signatory hereto or on whose behalf this Agreement has been made shall assign employees of another craft to perform work in the classifications covered by this Agreement contrary to the decisions or agreements of record or established trade practice in the area.

#### **ARTICLE IV CLASSIFICATIONS**

A. Should the Employer or any Subcontractor, so defined in Article I, D., employ workmen in the prosecution of this work in occupations which are not covered by one of the classifications herein specified, such employment shall then be temporarily classified by the Employer and the Union under the classification contained herein which will more nearly fit the particular character of the employment. Temporary classifications shall be immediately referred to the Joint Conference Board which shall within seven (7) days, review and recommend usage of the proper classification. Either party shall thereafter have the right to submit a dispute under this section in the manner as set forth in Article V.

B. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Employer.

C. Because the Employer and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that

restricts production or increases the time required to do the work and no limitation shall be placed upon the amount of work which an employee shall perform nor shall there be any restriction against the use of any kind of machinery, tools or labor saving devices; provided, however, that no employees shall be required to work under any conditions that are injurious to his health or safety in conflict with a present well-established custom regulating such use where the work is being performed:

D. The Employer agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men and the Union agrees to permit transfer of employees from one classification to any other classification, provided that when such transfers are made the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day.

When such transfers involve the classifications of more than one (1) craft, it shall not be necessary for the operation of this policy that employees be referred to the project by more than one (1) Union or employed by classifications of more than one (1) craft. Abuse by any Employer of the privilege granted in this Section D shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article V.

#### **ARTICLE V BUSINESS REPRESENTATIVE AND JOB STEWARD AND SETTLEMENT OF GRIEVANCES AND DISPUTES**

A. A craft steward shall be a working employee, appointed by the Union, who shall, in addition to his work as an employee, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow craft stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Employer of the appointment of each Union steward and the Employer, before laying off or discharging the Union steward for any reason other than cause, shall notify the Union of his intention to do so. It is recognized by the Employer that the person



appointed Union steward shall remain on the job as long as there is work in his trade which he is capable of performing. In no event shall an Employer discriminate against a craft steward or lay him off, or discharge him on account of any action taken by him in the proper performance of his Union duties.

- B. The craft/jobsite steward, as defined herein, is to receive grievances or disputes from employees working in classifications of his craft and shall immediately report them to his Business Agent or special representative who shall immediately attempt to adjust said grievance or dispute with the Employer or his representative.

Craft Stewards are assigned to the Employer on a regular basis as a regular employee. The Employer shall be notified in writing annually as to which are considered craft stewards.

Jobsite stewards are assigned to a particular jobsite for the duration of that job. The Union shall notify the Employer in writing who are jobsite stewards within forty-eight (48) hours of the start of the project, or when a steward is assigned by the Union.

- C. Such Business Agent, or special representative, shall have access to the project during working hours for the purpose of adjusting grievances or disputes and shall make every reasonable effort to advise the Employer, or his representative of his presence on the project and shall not stop nor interfere with the work of any workmen without the permission of the Employer, or his representative.

D. Grievances and Disputes: No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Union within ten (10) working days. Limitation shall not apply to Employer contributions for fringe benefit programs required under this Agreement.

1. The craft/jobsite Steward or Union representative is to receive grievances from employee members of his craft and shall immediately report them to the Employer or his representative.

2. The Union representative shall endeavor to settle all grievances whether they are employee grievances or grievances of the Union with the Employer.

3. If the grievance is not settled at Step 2 the Union representative shall refer the grievance to the Association representative within ten (10) working days. The Association representative shall endeavor to settle the grievance with the Union representative and the Employer.

4. Failure to resolve the grievance or dispute shall be referred to the Joint Arbitration Board within fifteen (15) days after referral to Step 3 or the grievance or dispute shall not be considered by the Joint Arbitration Board and the case will be considered closed.

#### E. Joint Arbitration Board

1. There shall be a Joint Arbitration Board of five (5) members, two representing the Union, two representing the Employer and one neutral member, who shall be the Chairman. The Union representatives and the Employer representatives shall be chosen from a pool of those individuals who actually negotiated this Agreement when available.

2. The purpose of the Joint Arbitration Board is to settle all disputes or grievances referred to it and to interpret this Agreement in final and binding arbitration and to prescribe appropriate remedies for violations of this Agreement. The Joint Arbitration Board is to be limited to these purposes and shall hear cases and render decisions based solely upon the interpretation of this Agreement. The Joint Arbitration Board shall not be required to make adjustments in wage claims or unpaid classification premiums or overtime payments retroactive beyond ten (10) days from date of grievance unless by unanimous vote of the Joint Arbitration Board members. The ten (10) days limitation shall not apply to Employers contributions for fringe benefit programs required under this Agreement.

3. The Joint Arbitration Board Chairman shall be selected by a Selection Committee comprised of six (6) members. The Union shall appoint three (3) members and the Employer Association will appoint three (3) members. The Selection Committee thus formed shall be appointed by the Employer Association and the Union within fifteen (15) days after execution of this Agreement.

4. The Union shall nominate three (3) candidates and the Employer Association signatory to this Agreement shall nominate three (3) candidates for Chairman of the Joint Arbitration Board. From this list of six (6) candidates the Selection Committee shall select the Chairman of the Joint Arbitration Board by majority vote within thirty (30) days after execution of this Agreement. In case of a tie vote those two (2) nominees shall be removed from the list and a new vote taken. This shall continue until a majority vote is reached.

5. The Selection Committee shall select one (1) alternate Chairman from the remaining list of nominees. He will serve as Chairman in the absence of the first selected Chairman.

6. Replacements that may become necessary for the Joint Arbitration Board chairman shall be made in like manner from the same Selection Committee. The Joint Arbitration Board chairman shall serve for a term of one (1) year or until replaced by a majority vote. Either the Union or the Employer Association may request the replacement of the Chairman by written notice to the other parties. A new Chairman shall be elected within ninety (90) days of the written notice.

7. Joint Arbitration Board members other than the Chairman shall be appointed by the signatories in the following manner. The Union shall appoint two (2) representatives and the Employer Association shall appoint two (2) representatives from a pool of those individuals who negotiated this Agreement. Only two (2) representatives from the Union panel and two (2) representatives from the Employer panel of the Joint Arbitration Board members shall decide a case with the Chairman.

#### F. Convening the Joint Arbitration Board

1. The Joint Arbitration Board will convene upon request of the Union, the Association or any Employer party to this Agreement using the following procedure.

a. If the request is initiated by the Union, it shall be initiated by written request to the representative of the Employer Association who represents the Employer grieved against, with copies to the appropriate Union representative and the Employer involved.

b. If the request is initiated by an Employer and/or Association, it shall be initiated by written request to the Secretary-Treasurer or his representative of the Union, with copies to the Employer and/or Association involved, as the case may be.

c. The initiating party (the Union, the Association or the Employer) shall immediately notify the Chairman of the Joint Arbitration Board that a dispute exists.

2. The Chairman shall schedule the Joint Arbitration Board meeting for a date mutually agreed to by the parties but not more than seven (7) calendar days from the date of receipt of the grievance by the Chairman unless the time is extended by mutual agreement of the parties.

3. A quorum requires that all Joint Arbitration Board positions be filled. There shall be two (2) Union representatives, two (2) Employer representatives and the Chairman present, each shall have one (1) vote. The Chairman shall only cast its vote if there is a tie.

4. The Joint Arbitration Board Chairman shall set meetings on request or as he deems advisable to set up ground rules, study and interpret the Agreement and to prepare forms and procedures for hearing and presentation of cases.

5. The Joint Arbitration Board Chairman shall keep minutes and shall notify all parties of decisions rendered in writing, delivered by registered or certified mail or in person.

6. Any expenses incurred by the Joint Arbitration Board shall be paid by the losing party.

7. The Chairman shall be paid for each case at which he officiates at a salary or rate to be agreed upon by signatories and the Chairman.

8. Voting on any grievances or dispute or any other proposition shall be done in the executive session only and no record of the distribution of votes shall be kept or distributed.

9. The Joint Arbitration Board shall remain in session, exclusive of recess, until it has arrived at a decision.

10. The determinations of the Joint Arbitration Board are final and binding upon the parties. There shall be NO APPEAL.

11. A simple majority vote is required to dispose of any grievance or dispute submitted to the Joint Arbitration Board in accordance with the procedures set out in this Article.

12. a. No party to this Agreement shall file any civil action or attempt to obtain any temporary restraining orders or injunctive relief in any court of law because of a claimed breach of this Agreement unless and until the said party shall first have followed and complied with all of the procedures set forth in Article 5 of this Agreement and shall have allowed the adverse party five (5) working days after the decision is rendered by the Joint Arbitration Board.

b. In the event a party breaches this Agreement by filing a lawsuit, the said party shall pay to and reimburse the adverse part for attorney fees, court costs, fines, penalties and/or damages arising out of, or in connection with, said lawsuit.

13. There shall be no Attorneys, Court Reporters or Recording Devices of any type, at the Joint Arbitration Board hearings.

14. No language in this Article V shall preclude the Employer from filing a grievance and said grievance shall be handled in accordance with the procedures set forth in this Article V.

## **ARTICLE VI FOREMEN**

The selection of the individual who will be Teamster foreman is at the sole discretion of the Employer. It is understood that a foreman shall be an employee covered by this Agreement. It is also understood that foremen shall receive the wage rate designated for foremen. Foremen may work with the tools of the trade in accordance with the provisions of Article IV, B. Only foremen who normally work with the tools of their trade during straight-time periods, in addition to the performance of supervisory duties, may work with the tools of their trade during

overtime periods. When an Employer employs ten (10) or more Teamsters operating equipment under teamsters' jurisdiction, the Employer shall designate one (1) Teamster as a working foreman who shall receive one dollar (\$1.00) per hour more than the highest wage rate over which the foreman has supervision. The need for and number of foremen required for the performance of the work shall be determined in accordance with the provisions of Article IV, B. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a foreman may supervise the work of employees employed in more than one craft's jurisdiction. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article V of this Agreement on the basis of such custom and practice.

Except in case of emergency, if any of the employees not covered by this Agreement, as set forth in Article II, A., such as: Superintendents, Assistant Superintendents, shall act in the capacity of a foreman or perform work in the classification covered by this Agreement such employee shall be subject to all terms and conditions of this Agreement.

#### **ARTICLE VII HOLIDAYS**

The following days are recognized as holidays for employees herein classified: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day; Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. If any of the above Holidays should fall on Sunday the Monday following shall be considered a legal holiday. Work on such days shall be paid for at double the straight-time rate of pay. No work shall be required on Labor Day, except in extreme emergency when life or property is in imminent danger.

#### **ARTICLE VIII CONFLICTING AGREEMENTS**

No Employer party to this Agreement shall be required to pay higher wages or be subject to less favorable working rules than those applicable to other Employers employing employees represented by the Union signatory hereto.

#### **ARTICLE IX**

## **TERM - TERMINATION - RENEWAL**

This Agreement shall be effective as of July 1, 2001 and shall remain in full force and effect to and including June 30, 2004 and continue in full force and effect from year to year thereafter unless canceled or modified as herein provided. Either party to the Agreement may give written notice by certified mail to the other of a desire to change, modify or terminate the Agreement no more than one hundred-twenty (120) days nor less than sixty (60) days prior to June 30, 2004 or June 30 of any succeeding year.

The Union agrees that in the event that either party should exercise its right under the first paragraph of this Section, the Union will for a period of sixty (60) days prior to June 30 of any such year, bargain with the Employer with respect to all wage rates, working conditions and hours of employment for this work herein covered and the Employer agrees to bargain in the same manner.

## **ARTICLE X PUBLIC WORKS PROJECTS**

In the event the Employer bids a Public Works project, the wages in this Labor Agreement at time of bid shall remain in effect for the duration of the project from the date of commencement of work on the project. However, the fringe benefits shall be increased as provided for in the current construction labor agreement.

The Union has the option of reallocating a portion of the wage rate to the Health and Welfare Fund and/or the Pension Plan or vacation fund to maintain benefits during the duration of the project by giving the Employer not less than sixty (60) days notice prior to July 1 of each year.

## **ARTICLE XI QUALIFICATIONS**

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its articles of incorporation, constitution, bylaws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the adoption or amendment of any provision of its articles of incorporation, constitution or bylaws, or by contract or

by any means whatsoever, take any action that will prevent it or impede it in the full and complete performance of each and every term and condition hereof.

The warranties and Agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Local Union on whose behalf the said parties are signing the said Agreement.

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

## **ARTICLE XII WORK COVERED**

A. The construction of, in whole or in part, or modification thereof, including any structures or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with the performance of the aforementioned work and services, and including without limitation the following types or classes of work:

Street and highway work, grading and paving, excavation of earth and rock grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation drainage and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, tunnels, shafts, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations (except



building foundations), pile driving, piers, locks, rivers and harbor projects, breakwaters, jetties and dredging, except work covered by the dredging Employers and the Unions in the hydraulic suction and clamshell dredging agreement, which shall be excluded from the terms of this contract.

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

### **ARTICLE XIII WORKING RULES**

The following rules shall govern the employment of employees performing any work covered by the terms of this Agreement.

#### **A. SINGLE SHIFT**

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 A.M. and 4:30 P.M. shall constitute a day's work. Forty (40) hours, Monday 5:00 A.M. through Friday 4:30 P.M. shall constitute a week's work.

The Employer may, after first notifying the Union, work a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 5:00 A.M. and 6:30 P.M., Monday through Friday, at the straight time rate; providing all basic trades on the work site work the same shifts. The Union and the Employer may mutually agree to four (4) ten's (10's) without participation by other trades. The Union and the employer may mutually agree upon different work weeks.

2. The regular starting time of single shifts shall be between 5:00 A.M. and 8:00 A.M. Starting times may be staggered on one-quarter (1/4) hour increments.

3. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, or all time worked in excess of forty (40) hours per week and all time worked before 5:00 A.M. and after 4:30 P.M. and all work performed on Saturdays, Sundays and holidays, shall be paid at the overtime rate.

4. It is agreed that the starting times during summer months, due to temperature, may be established by the Employer at 4:00 A.M. In such cases the overtime requirement before 5:00 A.M. as referred in paragraph 3. above will not apply.

5. On a single shift operation, the Employer will be responsible for the two (2) hour minimum, four (4) hour minimum, and eight (8) hour minimum as defined in Article XIII, Section E. 1.

6. Applicants dispatched by the Union will be paid at the applicable rate for road tests, drug tests, and interviews for special positions unless they fail the road test, drug test, or are not qualified for the position they are dispatched for. The Employer will notify the Union of specific reasons why these applicants were not accepted in writing if requested. When the Employer calls more than one (1) applicant for a particular specialty job and hires less than the number he called they will all be paid at the applicable rate.

## B. MULTIPLE SHIFTS

1. When so elected by the Employer, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations; provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour.

On multiple shift operations, employees reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of the last preceding shift not to report; and any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay, and if more

than four (4) hours are worked in any one (1) day, shall receive not less than eight (8) hours pay therefore; unless prevented from working due to inclement weather, a catastrophic incident, or a major mechanical breakdown, or any other cause beyond the control of the Contractor/Employer during which time the employees are not required or requested to remain on the project by the Employer or his agent. The two (2), four (4), and eight (8) hour provisions of this section shall also apply to Saturday, Sunday, and Holiday work.

2. When three (3) shifts are worked, the first shift shall work eight (8) consecutive hours exclusive of meal period for which eight (8) hours straight-time will be paid Monday through Friday. The first shift shall start between the hours of 5:00 A.M. and 8:00 A.M. The second shift shall work seven and one-half (7-1/2) consecutive hours exclusive of meal period for which eight (8) hours straight-time will be paid Monday through Friday. The third shift shall work seven (7) consecutive hours exclusive of meal period for which eight (8) hours straight-time will be paid Monday through Friday. There shall not be any overlapping of shifts.

Any time worked from Friday midnight to Sunday midnight or on Holidays or in excess of the regular shifts hours shall be paid for at the overtime rate, except as provided in the last paragraph of this Article XIII, B.2.

The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

3. When only two (2) shifts are worked, the Employer may regulate the starting time to permit the maximum utilization of daylight hours. Each shift shall work eight (8) consecutive hours, exclusive of meal period for which employees shall receive eight (8) hours pay. Both shifts shall be paid at the straight-time rate, Monday through Friday. The second shift shall be paid at the straight-time rate, unless any other craft shall receive a shift premium in which case that shift premium shall apply to the second shift, Monday through Friday.

It is agreed that the Employers and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

### C. SPECIAL SHIFTS

When the individual Employer produces evidence in writing to the Local Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours and notifies the Local Union in writing at least forty-eight (48) hours prior to the start of such special shift (except in the case of emergency, in which case notification must be made via fax), the individual Employer may initiate such special shift of eight (8) consecutive hours exclusive of meal period, Monday through Friday, at the straight-time rate, such shifts shall be in accordance with Section E of this Article.

It is agreed that the Employers and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

### D. OVERTIME

1. Time and one-half (1 ½) the regular straight-time rate shall be paid for the first four (4) hours worked in excess of eight (8) hours on any one day, Monday through Friday, and for the first twelve (12) hours worked on Saturday. Double time (2X) the regular straight-time rate shall be paid for all hours worked in excess of twelve (12) hours on any one day, Monday through Saturday, and for all work performed on Sundays and on recognized Holidays.

2. As an exception to this overtime provision upon prior notification to the Union, employees engaged in the operation of water trucks on Sunday and Holidays where such work is required by law or governmental regulation and such requirement is outside of the Employer's control shall be paid at time and one-half (1 ½) their regular straight-time rate of pay.

3. When the Employer requires that equipment be operated or that work be performed before the shift starts or after it ends, or on Saturdays, Sundays, or Holidays, such work will be first offered to the primary driver who has been operating the equipment or performing the work on a regular straight time shift during the work week.

### E. REPORTING TIME AND MINIMUM PAY

1. Any workman and/or employee reporting for work at the regular starting time and for whom no work is provided, will receive pay for two (2) hours at the stipulated rates for so reporting unless he has been notified before the end of the last preceding shift not to report; and any employee who reports for work and for whom work is provided will receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day will receive not less than eight (8) hours' pay, if more than eight (8) hours are worked in any one (1) day will receive pay for not less than actual hours worked therefore; unless prevented from working due to inclement weather, a catastrophic incident, or a major mechanical breakdown, or any other cause beyond the control of the Employer/Contractor during which time the employees are not required or requested to remain on the project by the Employer or his agent. The two (2), four (4) and eight (8) hour provisions of this Article will apply to Saturday, Sunday and Holiday work.

On subsistence jobs any workman who qualifies for reporting pay as provided for above shall also be entitled to receive the subsistence allowance applicable to that particular job.

2. In case employees work in more than one (1) classification or kind of work, they shall receive the rate of the highest paid classification in which they are employed for the full day.

Subject to the provisions of Article II, 2., the Employers agree that if a particular piece of equipment is kept in service during any given shift, the employee first assigned to operate the equipment at the beginning of the shift shall not be laid off during that particular day for the sole purpose of providing continuing employment to another employee whose equipment is taken out of service on the same day.

3. Workmen referred, under Article II, to the Employers jobs, who are not able to perform the job to which they are referred because of their own lack of qualifications or for some other reason which is the workman's own responsibility, shall not be paid show-up time and subsistence and shall go to the bottom of the out-of-work list from which applicants for employment are dispatched to the Employers jobs in accordance with Article II, C., D., E., and F., of this Agreement.

4. If the individual Employer has used his own equipment to perform the work on the straight time shift during the regular work week, the Employer shall make and exhaust every effort to use that equipment to perform the overtime work

required on the same job during the regular work week and on Saturdays and Sundays, before outside equipment is hired to perform the same work.

5. In the event that an employee covered by this Agreement is given a traffic citation for overloads, spills, or defective equipment, the Employer shall reimburse the employee for the amount of the fine and costs imposed on account of such citation and other losses including but not limited to incarceration, or loss of license and for lost wages as the result of court appearances, so long as the overloads, spills, or defective equipment has not been found to be drivers error. No employee will be asked to break any Federal, State, or Local laws nor will he be retaliated against in any way for refusing to do so.

6. Mechanics may be required to furnish simple hand tools up to two (2) inch wrenches, and sockets, and up to three-quarter (3/4) inch drive. All electronic and diagnostic equipment, specialty tools, impacts over half (1/2) inch drive will be furnished by the Employer. The Employer will replace any broken tools with like-for-like and furnish all twist drills, sanding, cutting disks, etc. The Employer will provide all required safety items for the mechanic.

7. When required Coveralls, rubber boots and gloves shall be furnished by the contractor to spreader drivers working on road oilers.

8. The Employer shall provide insurance for employees' tools and boxes to a maximum of twenty-five thousand dollars (\$25,000.00) with a one hundred dollar (\$100.00) deductible. It is understood that some form of evidence shall be provided to show theft, fire, or other loss. A current not more than one (1) year old tool inventory must be provided to the Employer as coverage will only cover those tools. To implement this section, the individual mechanic shall provide a complete written inventory of the tools within five (5) working days. Tools will not be removed from Employer's premises without notifying Employer. In addition to the foregoing the Employer will provide a safe and secure place for storage of tools when not in use by the employee.

#### F. MEAL PERIODS

An unpaid meal period of one-half (1/2) hour shall be scheduled after the fourth (4th) hour and before the end of the fifth (5th) hour of each employee's starting time. Thereafter, they shall be allowed a one-half (1/2) hour meal period for every

five (5) hours they are required to remain on the job. On camp jobs where the Employer provides board and room, employees shall be entitled to a meal period before commencing and after concluding work.

However, if the employee is required to work through the meal period, the employee shall be paid one-half ( $\frac{1}{2}$ ) hour of the applicable overtime rate of pay or shall have the opportunity to work one-half ( $\frac{1}{2}$ ) hour less at the end of the shift. Employees required to work through the meal period shall not be required to take a meal period due to mechanical breakdown.

#### G. PAYMENT OF WAGES

All wages shall be paid on the job on a designated weekly pay day. When men are laid-off or discharged, they must be paid wages due them at the time of layoff or discharge. Employees who voluntarily quit shall be paid on their next regular pay day.

#### H. SANITATION, SAFETY AND REST PERIODS

1. All approved safety orders of the State Industrial Insurance System shall be observed by the Employers and the employees. Suitable cool sanitary drinking water and adequate toilet facilities shall be furnished by the Employer in accordance with the State Industrial Insurance System regulations.

2. Employees shall be given a rest period of not less than eight (8) hours between the termination of any work and the commencement of another straight time shift. If employees do not receive the required eight (8) hours rest period, they shall be paid the applicable overtime rate for each hour worked, until they have received eight (8) hours rest. Employees shall not be required to work in excess of sixteen (16) hours within any consecutive twenty-four (24) hour period except in cases of emergency where life and/or property is in imminent danger.

3. It is agreed that on all newly purchased diesel powered trucks, 275 H.P. and above, that such vehicles shall be equipped with working air conditioning units and operable heaters.

4. When the Employer transports employees from yard to jobsite or within the jobsite, he shall provide safe and suitable transportation.

5. An employee employed to drive equipment over public roads shall maintain a current valid driver's license of the proper classification and a valid medical card.

I. ZONE PAY, SUBSISTENCE AND TRAVEL TIME

1. ZONE PAY - Public Works Projects

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

<u>Zone</u>	<u>Wage Rate</u>
Zone 1 (0-30 miles)	Base Wage Rate
Zone 2 (30-50 miles)	\$1.00 above Base Wage Rate
Zone 3 (50-70 miles)	\$2.00 above Base Wage Rate
Zone 4 (70-80 miles)	\$3.00 above Base Wage Rate
Zone 5 (over 80 miles)	\$3.50 above Base Wage Rate

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

c. When a job site is located in more than one (1) zone, all hours worked on that site shall be paid in accordance with the zone rate of the zone in which the preponderance of work is performed.

2. SUBSISTENCE - Private Work

a. Employees covered by this Agreement performing private work shall be paid wages at the base wage rate shown in Article XV and shall be entitled to receive the following daily subsistence sums on jobs located thirty (30) miles or more from the City Hall of Las Vegas, Nevada:

0-30 miles	Free Zone
30-50 miles	\$16.00 per day
50-70 miles	\$24.00 per day
70-80 miles	\$28.00 per day



b. On a job or project which is located over seventy (70) miles from the City Hall of Las Vegas, Nevada, it shall be the Employer's responsibility to provide for and maintain acceptable board and room seven (7) days per week or make a subsistence payment of twenty-eight dollars (\$28.00) per day for days worked.

c. The area of Boulder City will be herein defined as a nine (9) mile radius from City Hall of Boulder City and that will be a free zone including Gold Strike. Primm, Nevada will be considered a free zone for private work only. No subsistence will be paid on any construction when the legal residence of any workmen at the time a job is bid or commitment made on non-bid jobs is located within a thirty (30) mile radius of the center of the job.

d. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

3. Employees at campsite shall receive travel allowance at straight-time rate from the campsite to jobsite and back to campsite with safe and suitable transportation furnished by the Employer in compliance with Nevada State Laws.

4. When equipment is moved from one construction job to another, or from yard to jobsite, or vice versa, by an employee covered by this Agreement, such transportation shall be under the wage scales and conditions of this Agreement. In addition, the driver transporting such equipment will be paid reasonable expenses incurred on such trip upon the submission of supporting receipts. The driver shall also be given return transportation, or a reasonable allowance therefore, from the point of delivery of the equipment direct to his starting place and pay therefore at the regular straight-time hourly rate for all hours spent returning as a passenger. When an employee is required to spend more than eight (8) hours per day in transporting a vehicle, such additional driving time shall be paid at the applicable overtime rate. The payment provided in this paragraph shall be in lieu of the travel and subsistence provided in Article XIII, I., of this Agreement and the driver shall have no claim for travel or subsistence in addition to such payments.

## 5. WORK PRESERVATION

A joint labor-management committee consisting of Union contractors and the Union shall be established, and have authority to target specific projects for the purposes of preserving work for members of the Local Union under this Agreement thru modification to this Agreement. These conditions shall be established on an as needed basis.

#### **K. DRUG/ALCOHOL REHABILITATION PROGRAM**

The Employer may require testing for substance abuse under the Drug/Alcohol Rehabilitation Program incorporated herein as Appendix "A".

L. Vacations: There shall be no retaliation against any employee who takes a pre-arranged vacation.

M. Discipline and Discharge: shall only be for just cause. However, given the nature of the construction industry, it is acknowledged that jobs of short durations may not allow sufficient time to effectively utilize principles of progressive discipline. In such cases, the Employer must consider the employees overall employment history with the Company. It is further agreed that the following willful acts are dischargeable offences including but not limited to:

- 1) Drinking of alcoholic beverages while on duty.
- 2) On the job physical altercation
- 3) Use or sale of illegal narcotics while on duty
- 4) Willful, wanton or malicious damage to the Employer's property
- 5) Insubordination
- 6) Inefficiency
- 7) Testing positive to illegal drugs or alcohol

#### **ARTICLE XIV GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement and the parties hereto agree that in the event any provisions of this Agreement are held or constituted to be void, as being in

contravention of any such laws, rulings or regulations, the parties hereto agree to enter immediate negotiations thereon; nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parties so found to be void are wholly inseparable from the remaining portion of this Agreement.

**ARTICLE XV  
WAGE RATES, CLASSIFICATIONS AND FRINGE BENEFIT FUNDS**

**WAGE RATES AND CLASSIFICATIONS**

The following hourly wage rates shall apply to the following classifications on work covered by the terms of this Agreement and become effective on the following dates:

<u>Classification</u>	<u>Base Wage Rate Effective</u>		
	07/01/01	07/01/02	07/01/03
<b>GROUP 1</b>	<b>\$23.65</b>	<b>\$25.05</b>	<b>\$26.50</b>

Drivers of dump trucks (less than 12 yds water level), drivers of trucks (legal payload capacity less than 15 tons), water and fuel truck drivers under 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft operation), warehousemen, drivers of busses on site used for transportation of up to sixteen (16) passengers,

<b>GROUP 2</b>	<b>\$23.76</b>	<b>\$25.16</b>	<b>\$26.61</b>
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Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacity between 15 and 20 tons), drivers of transit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and

oil pipeline working truck drivers, including winch truck and all sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on jobsite used for transportation of sixteen (16) or more passengers), warehouse clerk.

GROUP 3	\$23.97	\$25.37	\$26.82
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Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload cap. 20 tons but less than 25 tons), drivers of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds water level and over), fork lift driver, Ross Carrier driver, highway water and fuel drivers (4,001 gal but less than 6,000 gal), stock room clerk, tireman

GROUP 4	\$24.15	\$25.55	\$27.00
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Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds water level), drivers of trucks (legal payload capacity 25 tons and over), drivers of fuel and water trucks (6,000 gal and over)

GROUP 5	\$24.30	\$25.70	\$27.15
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Drivers of trucks and trailers in combination (six axles or more)

GROUP 6	\$24.65	\$26.05	\$27.50
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All Offroad Equipment,  
Truck Repairmen, Transport Drivers and  
Drivers of Road Oil Spreader Trucks

DW 10 and DW 20 Euclid-type equipment Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when performing work within the Teamster jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps in tandem

All off-road equipment for the purposes of this Agreement, shall mean any equipment or combination of unladen equipment which cannot be licensed for normal or regular highway use because of width, height or length limitations when measuring the equipment or combination as it is being operated.

#### FOREMAN'S RATE

The Foreman's rate shall be one dollar (\$1.00) per hour more than the highest wage rate over which the Foreman has supervision. This provision shall also apply to Warehouse Foreman.

Any employee designated as Foreman who is required to supervise other Foremen shall be paid fifty cents (\$0.50) more per hour than the foremen supervised.

#### ZONE PAY

Work performed on public works projects shall be paid at the wage rates shown in Article XIII, J., 1(a). in addition to the Base Wage Rates shown in this Article XV.

The Union reserves the right to allocate a portion of the wage rate to the Health and Welfare Fund, vacation fund and/or the Pension Fund during the term of this Agreement, by giving the Employers not less than sixty (60) days notice prior to July 1 of each year.

#### FRINGE BENEFIT FUNDS

The following fringe benefits shall apply on all work covered by the terms of this Agreement effective July 1, 2001:



On or after July 1, 2000 any Teamster dispatched to an Employer signatory to this Agreement must be certified by the Training Trust to perform the work in the classification he is dispatched under. Any Teamster not so certified shall not receive the wage increase due on this date until he is so certified.

#### VACATION SAVINGS

\$1.50 per hour

Each Employer shall deduct \$1.50 per hour from each employee's weekly net wages as Vacation Savings. The deduction for Vacation Savings shall be sent on a monthly transmittal form to a designated depository. This deduction shall be made on all employees covered under this Agreement. The monthly transmittal shall include all payroll weeks ending within the calendar month. On the monthly transmittal form, the following information concerning each employee shall be set forth in separate columns:

- a. Name of employee
- b. Social Security number of each employee
- c. Number of hours worked
- d. Total amount of vacation savings deduction
- e. Gross pay for each employee

The monthly transmittal forms shall be furnished to the Employer who shall set forth thereon all information requested by the instructions and return the full number of copies, after retaining one (1) copy of his files. The fund shall pay for the administrative expenses incurred in the operation of the Vacation Savings plan, other than those incurred within the individual own office.

Employer Reports: The parties recognize and acknowledge that the regular prompt payments to the Vacation Savings Plan is essential. Each transmittal to the Vacation Savings Plan shall be made promptly and in any event on or before the 20<sup>th</sup> Day of the month following in which deductions were made. If not paid in full, it shall be delinquent. Failure on the part of any Employer to make prompt payments shall be deemed to be a breach of the collective bargaining agreement by such Employer and in such event the Union shall bring action against the Employer in law or in equity, or the Union may use economic action to either compel the performance of this Agreement, as well as the collective bargaining agreement. In

the event of death of the depositor, the balance of deposit shall be paid to such person or persons entitled thereto upon submission of necessary proof.

## PENSION PLAN

A Pension Fund known as the Western Conference of Teamsters Pension Trust Fund has been established and the Employers agree to abide by said Agreement and Declaration of Trust and to make payments to the Fund in the amount designated below. Participation by the Employers in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof or for the period workmen are employed under the terms of this Agreement.

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Pension Trust Fund the amount designated below for each employee covered by this Agreement for each hour worked.

The parties agree effective July 1, 2001. Total contributions to the Western Conference of Teamsters Pension Trust Fund shall be \$4.59 per hour. The contributions required to provide the Program for Enhanced Early Retirements will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times, so long as the Employer continues to participate in the basic pension plan, be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

If in subsequent years the employees elect to put a portion of their wage increase into the Pension Fund, provisions shall be made for contributions to keep the PEER Plan funded.

## SUPPLEMENTAL DUES DEDUCTION PROGRAM      \$0.05 PER HOUR

The Union shall be entitled to establish a Supplemental Dues Deduction program with the Employer. The Supplemental Dues Deduction program shall not exceed \$ .05 cents per hour for each hour compensated to the employee. The Employer agrees to deduct Union dues from the net pay after taxes and remit same to the Union in accordance with applicable law. It is understood the Employers will remit each month the Union dues deducted in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro rata costs of



such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator. The Union guarantees that the Union dues to be deducted shall be the uniform amount applicable to all members of the Union covered by this Agreement as established by the membership or through their duly elected delegates in accordance with the Union constitution. The Union guarantees that the Union dues collected in this manner shall not be used as a strike fund against the employers party to this agreement.

The Union shall Indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article:

#### CONTRACT ADMINISTRATION AND INDUSTRY ADVANCEMENT FUND

- A. The Union recognizes that the Association needs to expend certain sums to administer the labor contract on behalf of signatory employers and promote programs designed to improve the construction industry. Each individual Employer covered by this agreement will contribute the sum of five cents (\$0.05) per hour for each hour compensated to Teamsters employed by such individual Employer under this Agreement to the Contract Administration and Industry Advancement Fund.
- B. For the purpose of administering this Fund, the individual Employer by becoming signatory to this Agreement does hereby designate the Nevada Contractors Association (NCA) to act as his agent in all matters concerning the Fund. The NCA shall receive all Contract Administration and Industry Advancement Funds contributed by NCA proxied members.
- C. The majority Association shall receive on a proportional basis Contract Administration and Industry Advancement Funds not proxied or designated to a Contractor Association.

For the purpose of this article the following definitions shall apply. The term "Contractor Association" shall refer to a Contractor Association

whose members have selected the Association by written proxy to represent the members in matters of collective bargaining.

#### **ARTICLE XVI EQUAL EMPLOYMENT OPPORTUNITY**

The Employer and the Union agree that in accordance with applicable laws, neither of them will discriminate against any employee or applicant for employment basis of race, religion, age, color, sex, national origin, or disability. This commitment applies to hiring, placement, upgrading, transfer or demotion, recruitment, promotion, rates of pay, and other forms of compensation.

Notwithstanding any other provisions of this Agreement, the Employer shall have the right to take any and all actions necessary to comply with Federal, State or Local Government Laws, Ordinances or Regulations and Lawful Requirements set forth in Proposal documents by users of construction services with respect to providing equal employment opportunity.

#### **ARTICLE XVII SECURITY BOND AND PAYMENTS FOR FRINGE BENEFIT CONTRIBUTIONS**

A. Any Employer who is adjudged a habitual delinquent in the payment of any contribution to any Trust fund established under this Agreement by the Trustees of the Fund, shall be required to post a cash or surety bond in an amount up to \$50,000. Such bond shall be deposited with custodian designated by the Trustees within ten (10) days of the notice to the Employer requiring the Employer to post such bond. The duration for which such bond shall remain in force shall be determined by the trustees. The failure of an Employer to post such bond shall be considered a violation of this Agreement and the Union shall have the right to take economic action including, but not limited to, the right of withholding services of Teamsters, and refusal to dispatch Teamsters to said Employer.

B. All payments required to be made by each Employer to the Teamsters Security Fund, Western Conference of Teamsters Pension Trust Fund, Training Trust and Vacation Trust shall be due and payable to the appropriate Trust Fund no later than the first (1st) day of the month for all hours worked by employees covered by this Agreement during the preceding month. An Employer who has not made such payments by the twentieth (20th) day of the month shall be considered as in violation of this Agreement and a delinquent Employer. The Grievance and Arbitration procedure contained in Article V shall not apply to any cases involving the failure of an Employer to pay fringe benefit contributions as required herein. The Trustees through the Administrative office of the appropriate fringe benefit trust fund shall advise each Association party to this Agreement and the Union of current delinquent accounts. Within five (5) days of receipt of such notification, the Union shall give written notice by Certified Mail or telegram (with a copy to the General Contractor) to pay the delinquent amounts due all Trust Funds within four (4) working days from the receipt of such notice. The Union shall withhold services from any and all jobs of such delinquent Employer or Subcontractor if proper payment is not made.

## ARTICLE XVIII SUPPLEMENTAL AGREEMENTS

Supplemental Agreements may be negotiated covering Signatory Employers engaged in commercial sand and gravel operations to allow for competitive wage/fringe amounts prevailing in that industry, special conditions for for-hire heavy haul transports, demolition work, landscaping, tankers, and truck repairman trainee.

FOR THE UNION

Teamsters Local Union No. 631  
affiliated with the  
International Brotherhood of  
Teamsters

By Lich Knight

Date 10-2-01

FOR THE EMPLOYER

Nevada Contractors  
Association

By [Signature]

Date 10-2-01

July 30,2001

**LETTER OF UNDERSTANDING**

**Between Teamsters Local 631 and Nevada Contractors Association &  
Associated General Contractors**

When an Employer has a large call for drivers defined as four (4) or more, the Employer and Teamsters Local 631, herein after referred to as the Union, will meet to review the lists to determine the number of qualified drivers available to fill the dispatch

The Employer and the Union will meet to discuss the current members that are not available for re-hire dispatch and those who have refused dispatches to particular Employers.

If the Union believes that the call by name process agreed upon in the negotiations has allowed Employers to bypass certain "A" list employees, a meeting between the parties will be scheduled to discuss the reasons for bypassing the "A" list member.

## APPENDIX "A"

### DRUG/ALCOHOL TESTING/REHABILITATION PROGRAM

It is the goal of the Employers and the Union to establish, maintain and provide a safe, healthy and alcohol/drug-free work environment for all employees at all places of work. To ensure that we achieve that goal, the following policy which meets the Federal Motor Carrier Safety Regulations, as more fully set forth in Title 49 Code of Federal Regulations Part 40, has been adopted.

Due to the fact that the U.S. Department of Transportation mandates the Alcohol/Drug free operation of all Commercial Vehicles, the following policy shall apply:

If the Union is notified by an Employer that an employee or a workman dispatched for work has been terminated or rejected for employment due to a positive result of an alcohol/drug test, that person shall not be allowed to be placed on the "Out of Work" list, at the Union Hall, until he/she can produce, to the Union, a valid negative alcohol/drug test and proof of contact with a substance abuse professional.

**Note: Whenever drug/alcohol test is used in this program it means DOT approved drug/alcohol test.**

Also, the Employer will not retain employees, who, after a positive test and completion of rehabilitation, again test positive.

#### Prohibited Activity

The unlawful manufacture, distribution, dispensation, sale, possession or use of an illegal drug (as defined in 49CFR Part 40) is strictly prohibited, on all Employer premises or other locations at which the employee is performing work, or in any Employer owned or leased motor vehicle, or anywhere during working hours and shall be grounds for immediate termination.

Drivers may not be on-duty or drive, if they are using or in possession of alcohol that is not manifested as part of the shipment. Nor shall they perform "safety sensitive functions" within four hours after consuming alcohol.

#### Applicability

With few exceptions, drivers required to have a commercial drivers license (CDL) are subject to the controlled substance and alcohol testing rules. A CDL is required for drivers operating a vehicle in excess of 26,000 pounds GVWR, designed to carry 16 or

more passengers (including the driver), or of any size, which is used in the transportation of a placardable amount of hazardous material. This extends those currently covered by the rule to include both inter- and intrastate truck and motor coach operations, including owner-operators/independent contractors.

#### Implementation

The alcohol and controlled substances testing rules shall be implemented as follows:

Large employers (50 or more drivers as of March 17, 1994) - must implement the requirements of the rule beginning January 1, 1995.

Small employers (0 - 49 drivers as of March 17, 1994) - must implement the requirements of the rule beginning January 1, 1996.

#### Employer's Drug and Alcohol Policy Requirements

In order to have a successful drug and alcohol testing program, it is important drivers know what is expected of them. The Federal Highway Administration requires each employer provide educational materials that explain the requirements of the alcohol and drug testing regulations and the employer's policies and procedures with respect to meeting those requirements.

The employer must ensure a copy of these materials is distributed to each driver (who shall sign for receipt of the documents), prior to the start of alcohol and controlled substances testing. The materials required to be made available to drivers shall include, at a minimum, detailed discussion of the following:

- The identity of the person designated by the employer to answer driver questions about the materials.
- Which drivers are subject to the alcohol misuse and controlled substance requirements.
- Explanation of what constitutes a safety sensitive function, so as to make clear what period of the work day the driver is required to be in compliance.
- Specific information concerning driver conduct that is prohibited.
- The circumstances under which a driver will be tested for alcohol and/or controlled substances.

- The procedures that will be used to test for the presence of alcohol and controlled substances.
- The requirement that a driver submit to alcohol and controlled substance tests.
- An explanation of what constitutes a refusal to submit to an alcohol or controlled substance test.
- The consequences for drivers found to have violated the prohibitions of this rule, including the immediate removal of the driver from safety sensitive functions.
- The consequences for drivers found to have an alcohol concentration level of 0.02 or greater, but less than 0.04.
- Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life. Signs and symptoms of an alcohol or controlled substances problem, and available methods of intervening when an alcohol or a control substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

#### Types of Testing

The Employer will require drug testing of the following types in accordance with Federal Motor Carrier Safety Regulations, as set forth in 49CFR Part 40. Alcohol testing is required in accordance with FMCS part 382.

1. Pre-Employment
2. Post-accident
3. Random
4. Reasonable suspicion
5. Return-to-duty
6. Follow-up

Refusal or failure to submit to alcohol/drug testing will automatically be considered a positive test result, and the driver will be declared medically unqualified to drive for the employer. Such drivers will be subject to disciplinary action.

The Employer shall pay all costs for all required Alcohol/Drug tests, and in the case of present employees (those employees not taking a pre-employment alcohol/drug screen), the Employer shall pay for all time spent at the place of such test or tests and time in transit. Employees shall not be required to take examinations during working hours without pay for time so consumed.



### Leave of absence prior to testing

If an employee comes forth before being tested, or being notified on a random selection that a test is required, and admits usage, the employer will allow the individual the privilege of going through the alcohol/drug rehabilitation program, at the expense of the employee, and the employee will be eligible for rehire after treatment, subject to FMCS regulations.

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism or drug abuse prior to testing, or being notified on a random selection that a test is required.

Such leave of absence shall be granted on a one time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement.

Employees upon returning to work from a leave of absence for alcoholism or drug use shall be required to submit to testing, in accordance with the FMCS Regulations. Failure to do so will subject the employee to immediate discharge.

### 1. Pre-employment Alcohol and Controlled Substance Testing

Prior to the first time a driver performs safety-sensitive functions (any of those on-duty functions listed in the Federal Motor Carrier Safety Regulations section 395.2 On-duty time, paragraphs 1 through 7 - such as time spent driving vehicle, inspecting vehicle, loading vehicle, etc.) for an employer, the driver must submit to testing for alcohol and controlled substances.

No employer shall allow a driver to perform a safety-sensitive function unless, the result of an alcohol test indicates an alcohol level of less than 0.02, and the employer has received a controlled substance test result from the Medical Review Officer (MRO) indicating a verified negative result.

### Exceptions:

An employer is not required to administer a pre-employment alcohol test if the driver has undergone a DOT required alcohol test within the previous 6 months, with a result indicating a blood alcohol level below 0.04. However, the employer must ensure that no prior employer of the driver has record of violations of any DOT alcohol misuse rules for the driver in the previous 6 months.

In addition, an employer is not required to administer a pre-employment controlled substance test if the following conditions are met:

The driver must have participated in a drug testing program meeting the requirement of this rule within the previous 30 days; and

While participating in this program the driver must have either been tested for controlled substances in the previous six (6) months, or participated in a random alcohol/drug testing program for the previous twelve (12) months; and

The employer must ensure that no prior employer of the driver has record of violations of any DOT controlled substance use rule for the driver in the previous thirty-six (36) months.

## 2. Post-Accident Alcohol and Controlled Substances Testing

As soon as practicable following an accident involving a commercial motor vehicle, each employer shall test for alcohol and controlled substances each surviving driver when either:

the accident involved a fatality; or

the driver receives a citation under state or local law for a moving traffic violation arising from the accident

For the purpose of this rule an accident is defined as an accident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

According to the DOT rules, the testing should be conducted within two hours of the accident. If a test is not administered within this time period, the employer must document the cause of the delay. Under no circumstances shall post accident testing be conducted beyond eight (8) hours after the accident for alcohol or thirty-two (32) hours after the accident for controlled substances.

Any driver required to take a post-accident alcohol/drug test under the DOT rules shall not use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol/drug test, whichever occurs first.

Any driver who is subject to post accident testing must remain available for testing. However, the driver is not prohibited from leaving the scene of the accident for the time period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

### 3. Random Testing

Employees subject to random alcohol/drug testing shall be selected using a method that is scientifically valid. The selection process must ensure that each covered employee has an equal chance of being tested, each time selections are made. The current random testing rate is a minimum of twenty-five (25%) percent of the employees in the selection pool for alcohol, and a minimum of fifty (50%) percent of the employees in the selection pool for controlled substances.

If the results of the driver's alcohol test indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

#### **Owner-Operators**

An employer who employs only himself/herself as a driver must implement an alcohol and controlled substances testing program that includes more persons than himself/herself as covered employees in the random testing pool. Thus an owner-operator essentially must join a consortium.

### 4. Reasonable Suspicion Testing

An employer must require a covered employee to submit to reasonable suspicion testing if the employer has reasonable suspicion to believe that the employee violated the provisions of the DOT rules.

The employer's determination must be based on specific, explainable, observations concerning the employee's appearance, behavior, speech or body odors. In addition, supervisors or other company representatives who are responsible for determining whether reasonable suspicion testing is necessary must have completed training on how to detect the indicators of alcohol/drug abuse.

A written record shall be made of the observations leading to a controlled substances test, and signed by the supervisor or company official who made the observations.

If the results of the driver's alcohol test indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

The mere possession of alcohol does not constitute a need for reasonable suspicion testing, which must be based on observations concerning the driver's appearance, behavior, speech, or body odor.

#### 5. Return-to-Duty Testing

Employees who tested positive on an alcohol test must undergo a return-to-duty alcohol test prior to returning to perform safety sensitive job functions. The result of the alcohol test must be less than 0.02.

Employees who tested positive on a controlled substances test shall not be allowed to return-to-duty until after documented consultation with a substance abuse professional.

#### 6. Follow-up Testing

Employees who use employee assistance programs, in an attempt to conquer alcohol/drug misuse problems, are subject to unannounced testing as directed by a substance abuse professional. Follow-up testing must consist of at least six (6) tests in the first twelve (12) months after the employee's return to duty, and may be continued for a period not to exceed sixty (60) months. However, screening may be terminated at any time after the first six (6) tests.

#### How Tested

Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedures.

The laboratory selected to conduct the analysis shall be certified by the Department of Health and Human Services.

The laboratory will use an initial immunoassay screen. Negative results will be immediately reported to the MRO. Positive results will be retested using the gas chromatography/mass spectrometry screen. Reports that are positive on this second screen will be reported as positive to the MRO.

#### Test Results

Concentrations of alcohol at or above 0.04 shall be considered a positive test. However, if the results of the driver's alcohol test indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

**Note: It has been substantiated that one beer can produce a blood alcohol concentration of 0.02 or greater.**

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test

Level-Nanogram/Milliliter (hereafter referred to as nc/ml).

Marijuana metabolite .....	100
Cocaine metabolite .....	300
Opiate metabolite .....	300*
Phencyclidine .....	25
Amphetamines .....	1000

\*25 ng/ml is immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method:

Confirmatory Test	Test (ng/ml)
Marijuana metabolite .....	15*
Cocaine metabolite .....	150**
Opiates:	
Morphine .....	300^
Codeine .....	300^
Phencyclidine .....	25
Amphetamines:	
Amphetamines .....	500
Methamphetamine .....	500

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Bezoylcegonine

^25 ng/ml if immunoassay-specific for free morphine.

Positive urine drug test results will be reviewed by a Medical Review Officer (MRO) to determine whether the driver is medically qualified to drive.

If there is a positive test result, the MRO will give the employee tested an opportunity to discuss the results and provide documentation of legally prescribed medication.

**Note: employees taking prescribed medication that has not been specifically prescribed for their use, will be considered to be using a controlled substance.**

The MRO will contact the employee to determine if the positive test is the result of the employee using a controlled substance. If it is determined the employee is unlawfully using a controlled substance, the MRO will notify the contact person designated by the Employer, who will notify the employee as soon as possible. At this time, the employee will be placed upon suspension not to exceed thirty (30) calendar days, and must contact a substance abuse professional.

Employees having a negative drug test result shall, upon their request, receive a card or memorandum stating that the test was negative. Copies of confirmed positive test results will be kept in the person's file for a minimum of five (5) years.

Positive test results will not be released to any unauthorized person without the employee's written consent.

The employer shall maintain a written record of all individuals, companies, agencies or regulatory bodies that request to examine any test results.

The Medical Review Officer (MRO) is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

#### Release of Alcohol and Controlled Substances Test Information by Previous Employers

An employer may obtain from any previous employer of a driver, provided the driver has given his/her written consent, any information concerning the driver's participation in a controlled substances and alcohol testing program.

An employer must obtain and review the information listed below from any employer the driver performed safety sensitive functions for in the previous two years. The information must be obtained and reviewed no later than 14 days after the first time a driver performs safety sensitive functions. The information obtained must include:

- Information on the driver's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.

- \* Information on the driver's controlled substances test in which a positive result was indicated.
- \* Any refusal to submit to a required alcohol or controlled substance test.

If the driver stops performing safety sensitive functions for the employer before expiration of the 14 day period or before the employer has obtained the information listed above, the employer must still obtain the information.

The prospective employer must provide to each of the driver's previous employers of the past two years a written authorization from the driver for release of the required information. The release of this information may take the form of personal interviews, telephone interviews, letters, or any other method that ensures confidentiality. Each employer must maintain a written, confidential record with respect to each past employer contacted.

The employer may not use a driver to perform safety sensitive functions if the employer obtains information indicating the driver has tested positive for controlled substances, tested at or above 0.04 alcohol concentration, or refused to test unless the employer has evidence the driver has been evaluated by a substance abuse professional, completed any required counseling, passed a return-to-duty test, and been subject to follow-up testing.

#### Disciplinary Action

##### First Offense:

For a positive result to any alcohol or controlled substance test, the Employer may issue a suspension for a period not to exceed thirty (30) calendar days and there will be a mandatory enrollment in a rehabilitative alcohol or controlled substance program (at the expense of the employee), and follow-up testing for up to sixty (60) months from return to work. Failure to complete a prescribed program will result in possible termination.

##### Second Offense:

Immediate termination.

#### Rehabilitation

The Union, through the Health and Welfare program, offers employees with coverage, an Employee Assistance Program. Upon notification of a positive result to an alcohol test above 0.04 or a positive result to any controlled substance test, the employee must immediately contact the Employee Assistance Program (either by calling the provider

themselves or by contacting the Union Business Agent), and arrange for an appointment with the substance abuse professional. The substance abuse professional will then determine what treatment is required, and will schedule the required counseling.

It will be the responsibility of the employee to provide documentation evidencing the successful completion of the rehabilitative program.





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## **NOTICE TO ALL MEMBERS**

**IF YOU BECOME UNEMPLOYED IN THE JURISDICTION OF THE LOCAL UNION, YOU WILL BE ISSUED A WITHDRAWAL CARD UPON REQUEST PROVIDING ALL DUES AND OTHER FINANCIAL OBLIGATIONS ARE PAID TO THE LOCAL UNION, INCLUDING THE DUES FOR THE MONTH IN WHICH THE WITHDRAWAL CARD IS EFFECTIVE.**

**IF YOU ARE ON A DUES CHECK-OFF WITH YOUR COMPANY AND LEAVE FOR ANY REASON AND DUES ARE NOT DEDUCTED, IT IS YOUR RESPONSIBILITY TO KEEP YOUR DUES CURRENT OR REQUEST A WITHDRAWAL CARD FROM THE LOCAL UNION OFFICE.**



**"Printed In-House with Union Labor"**

**11/01**