



Master Labor Agreement

**Southern Nevada
Cement Masons
2011-2012**

OP&CMIA Local 797

**SOUTHERN NEVADA
CEMENT MASONS**

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MASTER LABOR AGREEMENT

BETWEEN

NEVADA CONTRACTORS ASSOCIATION
AND THEIR PROXIED CONTRACTORS
HEREINAFTER (N.C.A.)

UNITED BUILDING CONTRACTORS ASSOCIATION
AND THEIR PROXIED CONTRACTORS
HEREINAFTER (U.B.C.A.)

ASSOCIATED GENERAL CONTRACTORS ASSOCIATION
AND THEIR PROXIED CONTRACTORS
HEREINAFTER (A.G.C.)

AND

OPERATIVE PLASTERERS AND CEMENT MASONS
INTERNATIONAL ASSOCIATION, LOCAL UNION 797

THIS AGREEMENT, entered into this day on behalf of those Contractors who are now Nevada Contractor Association and their proxied contractors (hereinafter referred to as "the N.C.A."), United Building Contractors Association and their proxied contractors (hereinafter referred to as "the U.B.C.A."), Associated General Contractors and their proxied contractors (hereinafter referred to as "the A.G.C.") and the Operative Plasterers' and Cement Masons; International Association, Local 797 (hereinafter referred to as "the Union").

WITNESSETH:

PURPOSES:

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

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

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

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

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

NOW THEREFORE, in consideration of the promises of the parties, each of which shall be interdependent, it is hereby agreed;

ARTICLE 1

COVERAGE

1.01 Geographic Scope

This Agreement shall apply to and cover all employees of the Contractors performing construction work as defined herein, within the area of the State of Nevada. Those Employers already signatory to a Collective Bargaining Agreement, or who become signatory to the Collective Bargaining Agreement with Plasterers and Cement Masons Local Union 797 for Northern Nevada will only be bound to this Agreement in the area of Southern Nevada, more particularly the counties of Clark, Lincoln, Esmeralda and Nye. It is recognized that work covered by the Project Labor agreement for Construction at the Nevada Test Site and Tonopah Test Range shall be excluded from the coverage of this agreement.

1.02 Jurisdictional Scope

Covered work is that as defined in the International Constitution within the recognized jurisdiction of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, Local 797, area practice, and all work as may be awarded to them in the future, including past greenbook decisions of record and the procedures known as the Plan for the settlement of jurisdiction disputes in the construction industry. Be signed to and not limited to the following tasks:

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.

(2) All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.

(3) All concrete construction such as buildings, bridges, silos, elevators, smoke stacks, curbs and gutters, sidewalks, streets and roads, paving, alleys and roofs, of mass or reinforced concrete slabs and all flat surfaces of cement, rock asphalt, the placing, pouring and spreading and finishing of all types of bituminous concrete including all types of asphalt floors and pavements, the operation and control of all types of Vacuum Mats used in the drying of cement floors in preparing same for finish, the operations of laser screeds, roller screeds and any other mechanical screeds, all power driven floats and troweling machines shall be that of the Cement Mason. Cement Masons shall perform all mastic flooring work, whether laid free handed or in pre-cast form on the job; otherwise known as asphalt or mastic, tile, and all other types of resilient floor covering.

(4) Cement Masons shall perform the placing with material hose or chute or other device, screeding and finishing of all concrete and pervious concrete surfaces (including gunite, shotcrete and the handling of the

cement gun or nozzle), underlayments, overlayments, the stamping, coloring, sealing, curing, waxing, broadcasting of colored stone chips, powdered steel, or coloring powder on concrete, including decorative finishes such as stenciling, staining, dyeing, densification, concrete polishing, sandblasting, grinding and the washing of all concrete construction. The forming and construction involved with any concrete countertop work (including additives and mosaics such as but not limited to glass and specialty aggregates and exposed aggregate). The use of any color pigment when mixed with cement base material including all specialty finishes such as acids staining, alcohol stain, etc., in any other form; mosaic and nail coat whether done by brush, broom, trowel, float, or any other process including operation of machine for scoring floors, or any purpose they may be used for in connection with Cement Masons' trade. All custom and specialty imitation finishes, including but not limited to all ceramic materials, custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme. All concrete repair, restoration and inspection work whether architectural or structural, including but not limited to coatings of cement and epoxy coatings of cement based, epoxy and urethanes, injections of epoxies and other repair materials and the use of fiber wrap and other materials used for the structural repair and renovation. Caulking of any type will be the work of the cement mason. Cement Masons shall have jurisdiction over the setting, building, fabricating and installation of all forms, perimeter forms, screeds, bulkheads, batter boards, pour strips, camfer strips for the purpose of containing, shaping or molding concrete, grout, epoxy grout, or any exotic or cement based material on a given line, shape or grade regardless of the composition of the form material. Formwork shall include but not be limited to foundations, sidewalks, curbs and gutters, steps, catch basin and drain inlets, walks, decks, stoops, approaches, etc. and shall include the preparation and setting of all screeds or lines and the use of the level, laser level, transit and builders level in connection with the forming, placement and finishing of all concrete and cement based surfaces or any other method used to determine grade elevation or line. Setting lines for concrete road machines and curb & gutter machines.

(5) The mixing, placing, rodding, spreading and finishing of all top materials, sills, coping, steps, stairs, and risers and running all cement, epoxies, and plastic material shall be the work of Cement Masons, all preparatory work on concrete construction to be finished, rubbed, such as sandblasting, cutting of nails, wires, wall ties, etc. All concrete repair processes including below grade and underground including the repair or modification in horizontal or vertical pipe, all vault pouring, pipe banding and shafting, patching, brushing, chipping and bush-hammering, rubbing or grinding if done by machine or hand, diamond or carborundum stone of all concrete construction, setting of all strips, screeds, stakes and grades and curb forms and all glass set in cement. The pointing and patching and caulking around all steel or metal window frames that touch concrete and all concrete segments such as tilt wall and pre-cast. The laying and finishing of Gypsum Material Roof. All dry packing, damp packing, pouring of grout, grouting and the pouring, mixing, handling, placing and pumping of all liquid grouts, epoxy grouts, damming or backer rod, caulking including all prep work for caulking, forming and operation of pressure pots in connection with all grouting operations as well as any finishing where required, and finishing in connection with setting all machinery such as engines, pumps, generators, air compressors, tanks, base plates, column plates, pipe restraints and so forth, which is set on concrete foundations. Grouting of window and door frames shall be the work of the Cement Mason. The saw cutting, scoring of joints, architectural cuts, the use of soft cut machines for construction joints, expansion or control or the cutting of any line that will be finished back to in old or new concrete shall continue to be the work of the Cement Mason.

(6) All prefabricated and prestressed concrete construction on the job site and in the shop, including the supervision of same, such as sidewalks, steps, floor slabs, beams, joists, walls and columns, also the screeding, finishing, rubbing, grouting, pointing, patching and paint prep of same. The finishing of all concrete surfaces by sandblasting, the washout method, bushhammering or any other method and the sealing of these same surfaces shall be the work of the Cement Mason.

(7) The curing of finished concrete, pervious concrete and grouting, wherever necessary, whether by chemical compounds or otherwise, shall be part of the jurisdiction of the Cement Mason.

(8) All scarifying of concrete and underlayments/ overlayments, for any purpose including but not limited to bush hammering, needle grinding, water blasting, air blasting, bead blasting and sanding.

(9) The placing, spreading, screeding, darbying, trowel finishing of all types of magnesium oxychloride cement composition floors, shall be the work of the Cement Mason: including all types of oxychloride granolithic, resinous, epoxy, mma (or similar product) and terrazzo composition floors, hand grinding or machine grinding; the preparation of all sub-floor surfaces; the mixing, handling and application of any and all bonding agents by any means or methods; bonding; the preparation and all installation of ground or base courses, steps and cove base. All magnesite composition installation work of the OPCMIA shall be done under the supervision of a competent and qualified Cement Mason.

(10) Cement Masons claim the waterproofing of all work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or the method of application, or color of materials used, and regardless of the type of base these materials may be applied to.

(11) Smooth and finish surfaces of poured or full system of E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation, all spray or troweled on fireproofing, interior cover coats, including all plastering systems recognized by our International Association. All cutting, shaping, rodding, carving, leveling, brooming and packing of rock, water and pool features including all interior and exterior swimming pool finishes, but not limited to pebbletech or whiteplaster finishes.

(12) Cement Masons shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above. In addition, Cement Masons shall perform any and all work and use any and all new materials or techniques involved in cement construction including but not limited to what is known as green or sustainable construction technology.

ARTICLE 2

UNION RECOGNITION

The employers have satisfied themselves that the Union represents a majority of employees performing work covered by this agreement and thereby recognizes the Union as the exclusive bargaining representative for all employees of the employers hereinafter classified, over whom the Union has jurisdiction.

It is the intention of the parties to create a collective bargaining agreement within the meaning of section 9a of the National Labor Relations Act of 1947, as amended, and the units covered by this agreement are a voluntarily created multi-employer collective bargaining unit. The recognition of majority support is based on an unequivocal request for recognition by the Union as majority representative along with the Union having shown or offered to show evidence of its majority support.

The Union recognizes the Nevada Contractors Association, the United Building Contractors Association and the Associated General Contractors as the sole and exclusive bargaining representative for its respective members who have authorized the N.C.A., U.B.C.A. and the A.G.C. to represent them. A list of such authorizations has been furnished to the Union and the N.C.A., U.B.C.A., and the A.G.C. agrees to immediately notify the union when any authorization has been canceled or new authorizations have been executed.

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

ARTICLE 3

SUB-CONTRACTING

To protect and preserve the work of employees covered by this Agreement which they have traditionally performed, the signatory employer agrees that all on-site construction work covered by this Agreement shall be performed either by employees of the employer or, if subcontracted, the work will be subcontracted to a person, firm or corporation signatory to this agreement.

Off-site work traditionally performed by employees of the Contractor shall be performed either by the Contractor or, if subcontracted, the wage, fringe benefit, common terms and conditions of this Agreement shall be applicable to all such work.

A subcontractor is defined as any person, firm or corporation who agrees under contract with the signatory Contractor or his subcontractor to perform work covered by the Agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.

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

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

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

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

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

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

This Agreement shall be binding upon each Contractor, its successors, assigns and purchasers. The Contractor agrees that it will not sell its assets or any portion of the business without first obtaining an agreement from the purchaser that it will abide by the terms of this Agreement for the term thereof.

The Contractors also agree that any other work, which falls within the jurisdiction of Local 797, will be performed consistent with this Article.

In the event that a project contains a Disadvantage Business Enterprise (DBE) goal/requirement, the employer shall be allowed to contract with needed DBE participants so long as DBE participant is willing to sign a project specific labor agreement with the Union for work covered by the Union under the MLA.

ARTICLE 4

MANAGEMENT RIGHTS

All the rights, duties and prerogatives of the employer to manage, control and direct its business operations and activities are vested in and retained by the employer, including, the assignment and direction of its employees.

The employer shall be the sole judge of the number and classifications of employees required to perform work subject to this agreement. The employer shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion, and to reject any applicant for employment. If the employee is considered "ineligible for rehire", the employer is to inform the Union in writing. When the Employer has notified the Union in writing that a worker is ineligible for rehire, the Employer shall not be required to rehire the worker if dispatched at a later date unless they elect to do so. Applicants who are not eligible for rehire shall not be entitled to show up time or other compensation unless they are employed.

The number of employees required to perform any operation covered by this Agreement shall be determined by the employer provided that if an employer, in determining the number of employees lowers the number of employees customarily used to perform any operation, the Union may have the issue of such reduction in employees resolved by the grievance and arbitration procedure provided in Article 7 of this Agreement. In resolving such disputes, consideration shall be given to the necessity for additional employees as well as to other pertinent factors.

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 employee shall be required to work under conditions that are injurious to his health or safety or are in conflict with present well established customs regulating such use.

This agreement supersedes all existing labor agreements heretofore in effect between the employers and the union.

No employer signatory to this agreement shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other employers with employees represented by the union performing similar work.

ARTICLE 5

STRIKES - LOCKOUTS

It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedure set forth in Article

7. During the term of this agreement, the union shall not call or engage in, sanction or assist in any strike against, or any slowdown, or stoppage of the work of the employer. The Union will urge the employees it represents to perform their services for the employer, where required by the employer to do so. During the term of this agreement, an employer will not cause or permit any lockout of its employees represented by the Union.

If a signatory subcontractor is performing work on a project, during which time any other employer(s) is declared to be unfair by the Building and Construction Trades Council and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this agreement, if, during the period of said stoppage of work, the employees represented by the Union fail to perform their work.

For the purposes of this Article, "Subcontractor" is understood to mean, where the signatory employer is doing only part of the whole project and applies where the signatory employer has received the contract for its portion of the project from the prime contractor on the project.

The prohibition on the union calling or engaging in a strike, slow-down, or work stoppage does not apply if a signatory employer fails to comply with or execute any settlement or decision reached under Article 7 of this agreement.

ARTICLE 6

JURISDICTIONAL DISPUTES

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 and any other Union.

All jurisdictional disputes shall be referred to the International Presidents of the Unions affected for determination. Such determination shall be reduced to writing, signed by the International Presidents or their authorized representatives. Upon receipt of evidence of an agreement, the determination shall be accepted by and become binding upon the Contractor and the Union.

All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the grievance and arbitration procedure provided in this Agreement and not contractual.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

All disputes or grievances arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination and be resolved by the procedures set forth in this Article.

No grievance, dispute or complaint shall be recognized or have any validity unless called to the attention of the employer or Union, in writing, by an authorized representative of the Union or employer within 15 days of the time the circumstances giving rise to the grievance first occurred or within the time the Union reasonably should have known of the occurrence.

The craft steward is to receive grievances or disputes from covered employees and shall immediately report them to the business agent or special representative who shall immediately attempt to adjust said grievance or dispute with the employer or its representative.

It is the purpose and the intent of the parties hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the procedures set forth in this section and that during the term of this agreement, the Union on behalf of whom this agreement is made shall not, call, engage in, sanction or assist in a strike against or any slowdown or stoppage of the work of the employer, and will urge the employees it represents to perform their services for the employer on the work described herein when required by said employer to do so; and during the term of this agreement, a employer signatory to this agreement shall not cause or permit any lockout of the employees represented by the union whose behalf this agreement is made.

In cases of violation, misunderstanding, or differences of opinion in interpretation of this agreement by either party, there shall be no cessation or stoppage of work except as in the cases where a signatory employer fails to pay wages due or is delinquent in contributions to any trust fund established under this agreement.

Should a controversy, dispute or disagreement arise during the term of this agreement over interpretation, the difference shall be adjusted in the following manner:

All complaints, to have any validity, must be filed in writing within fifteen (15) days after the matter or dispute or disagreement is alleged to have occurred.

Errors in paychecks must be filed in writing within ten (10) working days from payday.

Upon receipt of a written report setting forth in detail the nature of the specific issue in controversy, a representative of the union and a representative of the employer shall attempt to reach a settlement of the dispute.

If a settlement is not reached within five (5) days, the dispute or grievance may be referred to arbitration by either or both parties, and the decision of the arbitrator shall be final and binding on all parties and grievant.

If within thirty (30) days of the signing of this Agreement, the parties agree to meet and select a permanent arbitrator, such arbitrator shall be selected as follows:

The Federal Mediation and Conciliation Service shall be requested to submit the names of seven (7) qualified arbitrators. Each party, through their appointed representatives, shall have the right to reject three of the names submitted, and the remaining seventh person shall be selected as the permanent arbitrator. The Business Manager and the Director of Labor Relations shall meet yearly to review the performance of the permanent Arbitrator.

The Arbitrator's fee and all incidental expenses shall be paid equally by the parties.

No jurisdictional disputes involving the Union on whose behalf this agreement is made shall be submitted under this grievance and arbitration procedure, but shall be determined in the manner provided in Section (6) of this agreement. All Disputes or grievances arising out of the interpretation or application of any terms or conditions of this agreement shall be submitted for determination, and shall be determined by the procedures set forth in this Section (7). It is expressly understood and agreed that in the event of arbitration, the arbitrator, in determining any grievance or dispute shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions in this agreement.

ARTICLE 8

DISPATCH PROCEDURES

The Union shall establish and maintain open and non-discriminatory lists for employees desiring employment on work covered by this Agreement, and such employees shall be entitled to registration and dispatch, subject to the provisions of this Article.

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

The Contractor will first call the Union Dispatch Office for all workers. If Union representatives are requested to supply workers, they will promptly relay such request to the Dispatch Office. Upon a Contractor's request for employees, the Union will immediately refer qualified and competent registrants to that Contractor in sufficient number as required by the Contractor in the manner and under conditions specified in this Agreement.

The Dispatch Office shall maintain a list of registrants for work, kept current from day to day.

A Contractor may request every other employee by name provided said employee is available for such employment. Contractors requesting such employees by name, however, do so only based on their knowledge of such individual employee's skill, qualifications and ability to perform the work involved by reason of:

- (a) Said employee having worked for the Contractor within the past twenty-four (24) months or,
- (b) The Contractor, having been advised of the employee's skill, qualifications, and ability by the superintendent, general foreman or foremen currently employed by said Contractor under whose supervision said employee has performed the work involved within the past twenty-four (24) months.

Reasonable advance notice (but no later than sixteen (16) hours prior to the required reporting time) will be given by Contractors to the Dispatch Office when requesting employees. In the event forty-eight (48) hours after such notice the Union has not been able to fill the request, then the Contractor may hire employees from elsewhere and will immediately report to the Union's Dispatch Office each such employee by name and classification.

A written "referral" slip will be given to each worker dispatched to a job, as evidence that the worker is being dispatched in accordance with the provision of the Agreement. No signatory employer will permit anyone to begin work without first being provided with the referral slip.

Except in cases of emergency, no employees are to be borrowed or loaned to another Contractor to avoid the hiring hall procedure. The Union agrees to indemnify and hold harmless the contractor from any claim or cause asserted as a violation of this section.

ARTICLE 9

BUSINESS REPRESENTATIVE AND CRAFT STEWARD

The Union's business agent, or special representative, shall have access to the project during working hours. He shall make every reasonable effort to advise the Contractor, or Contractor's representative, of his presence on the job site and shall not stop nor interfere with the work of any employee without the permission of the Contractor or its representative.

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

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

The term Craft Steward as used in this Agreement means only those employees covered by this Agreement who have been trained and certified by the Union to serve as a Craft Steward.

The Craft Steward shall monitor the Employer's compliance with the Agreement and shall receive disputes from covered employees. In the event that the Craft Steward becomes aware of a grievance, the Craft Steward shall immediately report it to the Business Agent who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative in accordance with the procedures set forth in Article 7. The Craft Steward shall not stop the individual employer's work for any reason or tell any employee covered by this Agreement that he cannot work on the job.

ARTICLE 10

FOREMEN, GENERAL FOREMEN AND ARTISANS

The selection of the individual who will be Foreman, General Foreman or Artisan is at the sole discretion of the Contractor. The foreman, General foreman and/or Artisan shall be an employee working within the jurisdiction of Local 797. When two (2) or more journeymen are employed by a Contractor, one (1) shall be designated as a working foreman and shall receive foreman's pay. A foreman shall supervise no more than ten (10) employees. If a Contractor has more than one (1) foreman, a General Foreman shall be designated and receive General Foreman's pay. If a craftsperson supervises other craftsperson from all trades in directing artistic and theme compositions, including but not limited to artistic saw cuts, sandblasting, theme staining and rock carving, at the discretion of the employer, that craftsperson shall be paid the Artisan rate. There would be no more than one Artisan per project and the Artisan may also work with their tools. At the conclusion of the artistic portion of the Project, the Artisan's wage rate at the discretion of the Employer may return to his or her appropriate rate.

The foreman may work with the tools of the trade.

A Foreman may supervise the work of employees in more than one craft. If a dispute arises with respect to this supervision, the dispute shall be resolved according to the procedure set for in Article 7 of this Agreement on the basis of custom and practice. Artisans may work with the tools of the trade at the rate of pay in Appendix A. Artisans may direct all craft employees.

Only in cases of emergency may Superintendents, Assistant Superintendents and Master Mechanics act in the capacity of a foreman or work with the tools of this craft. When doing such work, these employees shall be subject to all of the terms of this Agreement.

ARTICLE 11

SCHEDULING OF SHIFTS

11.01 Single Shifts

Eight (8) consecutive hours exclusive of lunch period, between 4:30 a.m. and 4:30 p.m. shall constitute a day's work. Forty (40) hours, Monday, 4:30 a.m. through Friday, 4:30 p.m., shall constitute a week's work.

A deviated starting time may be established when the project is assigned to such earlier starting time. The Contractor shall provide advance notice to the Union. Employees required to work in advance of a regularly established starting time, where notice has not been given to the Union, shall be entitled to receive time and one-half (1-1/2) for hours worked prior to such established starting time.

Any deviation in the established shift starting time shall be for a minimum of three (3) days for the same employees, at the same starting time on the same job-site for three (3) days Monday thru Friday. One of the three (3) days may be counted due to mechanical brake-down, bad weather or other reasons beyond the control of the employer. Employees assigned an earlier shift starting time which does not meet this requirement shall be to time and one half (1-1/2) for the first two and a half (2 ½) hours and all other pre-shift is at double (2x) the regular rate, worked prior to their established starting time; this provision shall only apply on condominium projects that are three (3) stories or higher or projects which qualify for an unlimited live gaming license.

The Contractor may, after first notifying the Union, establish a work week consisting of ten (10) hours per day for four (4) consecutive days, between the hours of 4:30 a.m. and 6:30 p.m. Monday through Friday, provided all basic trades on the job site work the same shift.

11.02 Special Shifts

When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside, or in addition to, the regular day shift due to safety conditions or other requirements, the Contractor may establish a special shift. An employee on such shift shall work seven and one-half (7-1/2) consecutive hours, exclusive of meal period, for which the employee shall receive eight (8) hours' pay at the straight time rate of pay, Monday through Friday.

This section will not apply when the bid specifications require any two shifts within a 24-hour period, provided that the swing/graveyard shift work extends over at least three (3) days with the same workmen, on the same jobsite, at the same starting time. Under such circumstances, employees will work eight hours for eight hours' pay. Article 12, sections 12:01 through 12:05 are not affected by this provision.

11.03 Multiple Shifts

When so elected by the Contractor, multiple shifts may be established for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. Workers on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event, shall the regular working hours of shifts overlap, and any interval between shifts shall not exceed one (1) hour, except when a special shift is established. A single and multiple shift may work concurrently on a project.

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

ARTICLE 12

PAYMENT OF WAGES

12.01 Wages Rates

The hourly wage rates and classifications on all work covered by the terms of this Agreement shall be in accordance with Appendices "A" and "B", incorporated herein as part of this Agreement.

The Union reserves the right to allocate a portion of the wage rate to health and welfare, pension and/or vacation/supplemental dues on the first day of July of each year during the term of the Agreement and will give the Contractor not less than sixty (60) days prior written notice of such allocation.

12.02 Show up Pay

Any employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the appropriate rate for so reporting, unless they have been notified before the end of the last preceding shift not to report. It is agreed that a maximum of two (2) hours show up time pay for pre-hire drug testing.

Any employee who reports for work and for whom some work is provided shall receive not less than four (4) hours' pay; and, if more than four (4) hours are worked in any one day, the employee shall receive not less than eight (8) hours' pay, unless prevented from working for reasons beyond the control of the Contractor, including, but not limited to such factors as inclement weather, or breakdown causing discontinuance of a major unit of the project during which time employees are not required or requested to remain on the project by the Contractor or his agent.

Upon starting work pouring concrete under adverse weather, such as rain or wind, and continuing past lunch period, employees shall receive no less than eight (8) hours pay.

12.03 Zone Pay

In addition to the Base Wage Rate, employees shall be entitled to the following hourly zone pay sums on jobs located fifty (50) miles or more from the City Hall of Las Vegas, Nevada:

Zone 1	0-50 miles	Base Rate
Zone 2	over 50 miles	\$3.25 per hour

The area within Boulder City and up to five (5) miles from city hall by legal paved roadway (from the downtown area of Boulder City) shall be considered a free zone.

No zone pay will be paid when the legal residence of the employee, at the time a job is bid or commitment made on non-bid jobs, is located within a fifteen (15) mile radius of the center of the job.

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

12.04 Contractor Late Calls

When an employee reports for work on a job or project after the regular starting time of the shift as a result of a late call for additional employees by the Contractor or his/her authorized representative, the employee shall be paid from the regular starting time, except where the late call was caused by failure of the regular employee to report for work, or except in cases where more than one (1) hour elapses between the time of the Contractor's call and the time the employee dispatched reports to the job ready for work, providing the project is within the Free Zone.

12.05 Multiple Shifts

When two or three shifts are worked, the first shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours' straight time shall be paid, Monday through Friday. The second shift shall work seven and one-half (1-1/2) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. The third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday.

12.06 General Requirements

All wages must be paid weekly and shall be paid at least fifteen (15) minutes before the end of the shift. The individual employer shall show on the paycheck stubs the individual employer's name, business address, payroll week ending date, total hours, total overtime hours, itemized deductions and net pay, plus each contribution made with respect to that payroll period. An employee who is laid off or terminated will be paid all wages, due at the time of termination or layoff, in accordance with the provisions of the Nevada Labor Laws. There shall not be more than five (5) days' holdback time.

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

Any employee who reports without his necessary hand tools or in an unfit condition to work and who is not hired for such reasons shall not be entitled to any show-up time or travel and subsistence pay. Any terminated employee shall be paid only for actual hours worked on the day of termination.

Each signatory Contractor agrees to provide the Union with full payroll data on a monthly or quarterly basis, at the Contractor's option, showing the hours worked and wages paid to each employee of the bargaining unit on a job site basis.

ARTICLE 13

PREMIUM PAY

13.01 Overtime

The first two & one half (2 ½) hours outside the regularly constituted shift shall be at the rate of time and one-half (1 ½). All additional hours shall be at double time (2x). On Saturday work, the first ten & one half (10 ½) hours shall be at time and one-half (1-1/2) and all additional hours at double time (2x). Sundays and Holidays shall be at double time (2x). All hours worked after ten & one half (10 ½) hours are at the rate of 2X double time Monday through Saturday.

For employees on the second shift, all hours worked in excess of seven and one-half (7-1/2) hours, and hours worked on Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate.

On special shifts, when it is necessary to begin or end a shift during Sunday hours in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturday, Sunday, and Holidays and hours worked in excess of seven and one-half (7-1/2) hours shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift work.

13.02 Foreman, General Foreman and Artisan

Foreman rate will be \$2.00 above journeyman Cement Mason Base Wage rate.

General Foreman rate will be \$3.75 above journeyman Cement Mason Base Wage rate.

Artisan rate will be \$6.75 above journeyman Cement Mason Base Wage rate.

ARTICLE 14

WORKING RULES

14.01 Transportation of Employees and Tools

Employees shall travel to and from the job on their own time and by means of their own transportation, outside of their regular working hours.

Journeyman shall be required to furnish and transport hand tools necessary for the performance of the job; however, except for general foremen, foremen, and employees with Contractor's transportation, no worker shall be required to furnish or transport any power tools, Fresno trowels, troweling machines, bull floats or tamps.

14.02 Lunch

Employees shall be afforded an uninterrupted lunch period of one-half (1/2) hours. Said lunch period shall be provided beginning three (3) hours after beginning of the shift. Under all circumstances, and without exception, the employee shall be afforded a one-half (1/2) hour lunch period as job conditions permit no later than five and one-half (5-1/2) hours from starting time. Meal periods may be staggered to meet job requirements. Should any employee work in excess of ten (10) hours, an additional one-half (1/2) hour meal period on the employer's time shall be afforded at that time and every four (4) hours thereafter.

If no lunch period is given, employees shall receive one-half (1/2) hour's pay at time and one-half (1-1/2) over and above pay for the hours worked.

If an employee is not afforded a one-half (1/2) hour lunch period on an overtime day, the employee shall be compensated for the lost lunch period at the appropriate overtime rate.

14.03 Health and Safety Issues

A Cement Mason reporting for work shall have reasonable and adequate certifications to perform their job duties. These certifications may include, but are not limited to; scissor lift, boom lift, scaffold user and OSHA certifications.

All approved safety orders of the Nevada State Industrial Insurance System shall be observed by the Contractor and the employees. No employee shall be required to work under conditions which are in contravention of State Workers Compensation safety orders or regulations. No finishing machine shall be used unless it has a satisfactory guard. All long-handled tools shall have fiberglass handles or be made of non-conductive materials. No work shall be left under machine finish, unless called for by the owner or General Contractor. No walking trowel shall be used on slabs for trowel finishing.

During summer months, cool water, proper drinking cups and salt tablets shall be made available.

Access to proper and sanitary toilets shall be provided.

All safety tools as well as specialty tools will be furnished by the Contractor.

14.04 Pre-Job Conferences

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

1. On all jobs where the cost of the project exceeds ten (10) million dollars.
2. On all jobs where the Contractor, including a subcontractor, does not have a bona fide office within the jurisdiction of Local 797.
3. For local contractors, pre-job conferences shall be held by mutual agreement of the Contractor and the Union provided the Contractor, upon request by the Union, shall provide the Union, in writing, the name, Address and approximate starting date of each subcontractor.
4. Where special conditions warrant a pre-job conference

In the event that a Contractor at a pre-job conference, or upon the request of the Union in the case of a local Contractor, does not possess the names of all subcontractors then available, then the Contractor will notify the Union of the name, including the address and approximate starting date of each subcontractor when such information is available to the Contractor.

All pre-job conferences shall be held at least one week before the commencement of the job.

It is recognized that in the employ of Contractors are certain key employees who are necessary to the efficient continuity of their operations. It is, therefore, agreed that Contractors from out of the Southern Nevada area who are moving in or returning to perform a project in this area shall be permitted to transfer a maximum of one key employee into the area covered by this Agreement and not to exceed such additional number as may be agreed upon in a pre-job conference.

14.05 High-rise Projects

On high-rise construction projects where extreme weather conditions exist (cold weather and wind), consideration shall be given toward providing suitable shelter for employees to utilize during lunch period. On such projects, in the event a Contractor chooses to provide storage for personal hand tools of employees on a job, and in the event of loss or damage to such tools, the Contractor shall replace the tools upon proper verification of the loss.

14.06 Miscellaneous

Fifteen (15) minutes before the end of a shift shall be granted for clean-up time for tools and equipment.

No employee is permitted to work on piecework or accept contracts or lump sum payments for the employee's services, nor shall the employee rent or load equipment tools or trucks to the Contractor.

14.07 Apprentice Ratio

Employers who employ two journeymen steadily must employ an apprentice. Additional apprentices must be employed in the ratio of one (1) apprentice to four (4) journeymen, if available.

14.08 Make-Up Day

The Employer shall be allowed to work a make-up day under the following conditions:

- 1) Must be the result of inclement weather or other conditions beyond the control of the Contractor;
- 2) Must be job site-specific;
- 3) Will not be mandatory and every employee will be given the opportunity to work or refuse to work without penalty;
- 4) The Union, Employer, and the employee shall sign off on the make-up day prior to make-up day;
- 5) Overtime rates will be paid to all employees if any craft is paid overtime. Otherwise, in all respects, the make-up day shall be treated exactly as the day missed.

ARTICLE 15

TRUST FUND OBLIGATIONS

15.01 General Obligations

All payments required to be made by each employer to the Vacation Savings Plan, the Health and Welfare Trust Fund, the Pension Trust Fund, and the Apprenticeship Training Trust under this Agreement, shall be due and payable to the appropriate Trust Fund no later than the thirtieth (30th) 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 payment by the thirtieth (30th) day of the month shall be considered as in violation of this Agreement and a delinquent employer. The Union has the right to withhold services from any and all jobs of such delinquent Contractor or Subcontractors, if proper payment is not made. Should the Union withhold services from any delinquent Contractors for any and all jobs covered by this Agreement, it will not be considered a violation of the no strike-no lockout clause contained in this Agreement. The Contractor agrees

to comply with the Joint Trust Fund Collection Policy in existence at the time of this Agreement and as amended by the Board of Trustees.

15.02 Surety Bond

Any employer who is adjudged an habitual delinquent in the payment of any contributions to any trust fund established under this Agreement shall be required to post a cash or surety bond in the amount of one hundred thousand dollars (\$100,000.00). Such bond shall be deposited with a custodian designated by the trustees within ten (10) days of this notice to the employer requiring the employer to post the bond. The duration of the bond shall be determined by the trustees. The failure of an employer to post such a 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 to withhold services, refuse to dispatch employees, and take strike action against such a employer.

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

NUMBER OF EMPLOYEES	FACE AMOUNT
0-5	\$ 7,000.00
6-12	12,000.00
13-25	25,000.00
26-50	50,000.00
51-75	75,000.00
76 or more	100,000.00

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

15.03 Health and Welfare

A Health and Welfare Fund known as the Cement Masons' and Plasterers' Health and Welfare Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated August 1, 1968, and subsequently amended by the parties. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amounts designated in Appendices A and B of this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals of extensions thereof, or for the period employees are employed under the terms of this Agreement. The Contractors accepts the trustees appointed by the Associations as their trustees. The Employers agree to contribute up to twenty-five (\$.25) cents to the Health and Welfare fund, as determined by the Board of Trustees of the Fund, for a maintenance of benefits, in the third year of this Agreement.

15.04 Pension Fund

A Pension Fund known as the Cement Masons' and Plasterers' Pension Trust has been established by an Agreement and Declaration of Trust dated July 1, 1975, and which may be subsequently amended by the

parties to this Agreement. The Contractors agree to abide by said agreement and Declaration of Trust, to accept the trustees appointed by the Associations as their trustees, and, further, to make payments to the Fund in the amount determined in Appendices A and B of this Agreement. Participation by the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period employees are employed under the terms of this Agreement.

15.05 Vacations Savings Plan

During the term of this Agreement and any extensions or renewals thereof, the Contractor shall make payments to the Cement Masons' and Plasterers' Joint Vacation Trust Fund in the amount designated in Appendices A and B of this Agreement. An Agreement and Declaration of Trust establishing such Trust Fund has been executed by the parties and all Contractors accept the Trustees appointed by the Associations as their trustees. All Contractors further agree to remit their contributions at the time and in the manner prescribed by the Board of Trustees.

15.06 Supplemental Dues

Subject to the following conditions, the Contractor agrees that each employee may give written authorization to the Board of Trustees of the Cement Masons' and Plasterers' Vacation Savings Trust to pay to the Union from funds held by the Trustees on behalf of the employee the sum as designated in Appendix "A" of for each hour worked in each payroll period as supplemental dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. The Contractors and Union agree to amend the Agreement and Declaration of Trust in the Cement Masons' and Plasterers' Vacation Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

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

15.07 Apprenticeship Fund Contributions

During the term of the Agreement the Contractors shall make payments to the Cement Masons' and Plasterers' Joint Apprenticeship Trust Fund in the amount designated in Schedule A of this Agreement. An Agreement and Declaration of Trust establishing such Trust Fund has been executed by the parties and all Contractors signatory hereto agree to accept the Trustees appointed by the Associations as their Trustees and to remit their contributions at the times and in the manner prescribed by the Board of Trustees.

15.08 Contract Administration Fund

The Union recognizes that the Association needs to expend certain sums to administer this Labor Agreement on behalf of signatory employers and promote programs designed to improve the Union Construction Industry. During the term of this Agreement and any extension or renewals thereof, each individual employer covered by this Agreement shall contribute the sum of fifteen (15) cents per hour for each hour worked by employees under the terms of this Agreement to the appropriate contract administration and industry fund. For the purpose of administering this fund the individual employer by becoming signatory to

this Agreement does hereby designate the appropriate employer committee to act as agent in all matters concerning the fund. At anytime during the term of this Agreement the contractors may, upon thirty (30) days advanced written notice to the Union, increase the contribution to the Contract administration and Industry Fund not to exceed an additional five (5) cents per hour for each hour paid. The Association agrees to meet monthly to update the Contract Administration and Industry Fund Distribution list. All employer associations have an equal number of seats on the trust funds as trustees on the board of trustees and if the number is expanded over four on the employer side the Union agrees to add additional trustees to equal contractor association trustees.

ARTICLE 16

PUBLIC WORKS PROJECTS

On a project being performed under the prevailing wages published at the time of bidding for a specific project, wages paid will remain in effect as per that prevailing wage rate for the duration of that project. Any wage increases negotiated in this contract shall not apply. The published wage rates will remain frozen for (2) years after the start date of the project. The employees on the project shall also receive maintenance of benefits after two (2) years.

If the bid specifications require a Sunday night through Thursday night shift, workers will be paid for the eight (8) hour shift on Sunday at the straight time rate, as long as the Sunday shift ends on Monday; otherwise, they will receive premium pay.

If the Davis-Bacon Act or state prevailing wage law is repealed or amended, this Agreement shall be opened for the purpose of negotiation of the provisions of this section only.

Workers on public works projects shall be entitled to receive the following Zone Pay on jobs located fifty (50) miles or more from the City Hall of Las Vegas, Nevada:

Zone 1	0-50 miles	Base Rate
Zone 2	over 50 miles	\$3.25 per hour above Base Wage rate

Employees reporting for work at the regular starting time and for whom no work is provided, shall receive the appropriate zone pay for eight (8) hours, and in addition to show up pay. Unless terminated for cause, employees are entitled to a minimum of eight (8) hours' outside zone one (1) pay for any zone day on which they work.

ARTICLE 17

HOLIDAYS

The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day, except in cases of extreme urgency. If during the term of this Agreement, a majority of the local Basic Trades negotiates Martin Luther King's birthday as a holiday, the same will be recognized in this Agreement.

ARTICLE 18

SAVINGS CLAUSE

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

ARTICLE 19

GENERAL PROVISIONS

The individuals signing this agreement in their official capacity and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organization that their signatories purport to represent.

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 changes. The parties shall not be bound by or liable for any statements, representation, promise, inducement or agreement not set forth herein.

Any provision or procedures contained in the bylaws of the union which relate to the relations between the employers and their employees, in conflict with the terms of this agreement, shall deemed to be waived, and such bylaws and procedures which may hereafter be adopted by the union shall have no application to the work hereunder, to the extent they are in conflict.

No party to this agreement shall cancel the agreement because of a claimed breach thereof, or file any action for damages because of a claimed breach of this agreement, without first giving notice in writing to the other party and allowing three (3) days to such other party for redress or correction. Nothing contained in this section shall be deemed to limit the rights of the union under Article 7 of this agreement.

ARTICLE 20

MARKET RECOVERY COMMITTEE

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

ARTICLE 21

JOURNEYMAN UPGRADING

The union shall continue to manage an upgrading program for all members.

ARTICLE 22

SUBSTANCE ABUSE PREVENTION POLICY

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

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

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

(3) Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.

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

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

(6) Unannounced, random selection alcohol and/or drug testing of all employees may be conducted from time-to-time at the discretion of management. Employees will be chosen at random by use of a random selection process using a random number generator. In addition, an employee who has voluntarily sought rehabilitation from alcohol or drug abuse and who has returned to work following the successful completion of such a program may be subject to unannounced follow-up testing, for a period of up to but no longer than two (2) years. It is agreed that all employees working for employer are subject to this policy.

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

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

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

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

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

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

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

The Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

- (1) All of the Employees of the Employer employed on the site must be tested;
- (2) Analysis shall be conducted by a Federal Department of Health and Human Services certified lab.

ARTICLE 23

TERM – TERMINATION – RENEWAL

The term of this Agreement shall be from the first day of July, 2011 through June 30, 2012, and for additional periods of one (1) year thereafter, unless sixty (60) days' prior to June 30, 2012, or the end of any subsequent yearly period, the Association or an individual signatory Contractor or the Union gives written notice by registered mail of its desire to change, amend, modify or terminate this Agreement.

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 the work herein covered, and the employer agrees to bargain in the same manner.

In the event the parties engage in negotiations to amend, modify or negotiate a new Agreement and no agreement is reached between the parties and a strike or a lockout occurs, the parties will continue to negotiate with each other until an agreement is reached.

Notwithstanding the provisions of this Article and any other Article of this Agreement, the parties may reopen this Agreement on June 30, 2012, to negotiate changes, amendments, and modifications only with respect to wages and contributions to existing fringe benefit trust funds. If either party desires to reopen this Agreement for said purpose, notice must be given in writing at least sixty (60) days prior to June 30, 2012. Notwithstanding the provisions of Article 5 of this Agreement, if the parties fail to reach an agreement on such matters, it will not be a violation of this Agreement if either party engages in a strike or lockout.

Nevada Contractors Association

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Date _____

Sean Stewart
President

Marc Leavitt
Business Manager/Financial Secretary

**United Building Contractors
Association, Inc.**

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Date _____

Melbourne Joseph
Administrator

Marc Leavitt
Business Manager/Financial Secretary

Associated General Contractors

**Operative Plasterers' and Cement Masons
International Local 797**

Date _____

Date _____

Dan O'Shea
Director of Labor Relations

Marc Leavitt
Business Manager/Financial Secretary

APPENDIX A

BASE WAGE RATES FOR JOURNEYMEN

Effective Date	<u>July 1, 2010</u>
Base Wage Rate (Includes Vacation/Sup Dues/International Work dues)	\$34.17
Health & Welfare	\$ 7.30
Pension	\$ 4.03
Apprenticeship	\$.63
C. A. F.	<u>\$.15</u>
Total	\$46.28

Breakdown for Vacation, Supplemental Dues and International Dues.

Vacation	\$3.00
Supplemental Dues	\$0.90
<u>International Working Dues</u>	<u>\$0.46</u>
Total	\$4.36

Wage Package increase for 2011 will be \$0.75 to be for Health & Welfare effective October 1, 2011.

Wage increase allocations for each year will be made in April of each increase year and the Associations and Contractors will be notified directly after the Allocation Meeting by mail, email or fax.

Fringe benefit contributions shall be paid at the regular rate on all hours worked. The total base wage including Vacation/Supplemental dues to be paid at the appropriate overtime rate when overtime hours are worked.

All overtime to be figured off of base rate, then the \$4.36 for vacation, supplemental dues and international dues will be deducted after taxes and submitted to applicable trust funds along with all other fringes.

Foreman wage rates shall be two dollars (\$2.00) above the journeyman Base Wage Rate.

General Foreman wage rate shall be three dollars and seventy-five cents (\$3.75) above the journeyman Base Wage Rate.

Artisan wage rate shall be six dollars and seventy-five cents (\$6.75) above the journeyman Base Wage Rate.

APPENDIX B

BASE WAGE RATES FOR APPRENTICES

Apprentices shall be paid a progressive basis of the journeyman's Base Wage Rate, provided, however, that no apprentice shall receive an increase in pay at the end of any one period, unless his progress on the job and related technical instruction is deemed satisfactory by the Joint Apprenticeship Committee. It is the intent to change the Apprenticeship to a four (4) year five thousand (5,000) hour term. The contractor understands that the training period minimum hours and base wage will be modified at a later date as approved by the Board of Trustees and the State Apprenticeship Council.

The first 1200 hours of the term of apprenticeship shall be a probationary period, during which time the apprentice may be terminated by the Committee at the written request of either party to the indenture, without a hearing before the Committee.

Apprentices shall be paid the following percentages of the Journeyman Base Wage Rate inclusive of vacation pay, and the following fringe benefit contributions:

Training Period	Hours	% of Base Wage	Contribution Schedule
1 st	0-900	60%	No fringe benefits
2 nd	900-1250	65%	Health & Welfare
3 rd	1250-2500	70%	Health and Welfare; Vacation pay deducted from wage
4 th	2500-3750	80%	Health and Welfare; Vacation; Pension
5 th	3750-5000	90%	Health and Welfare; Vacation; Pension; Apprenticeship

Contractors shall not pay the apprentice a higher rate of pay than specified above and shall pay the apprentice for the proper period as stipulated in the apprentice's Apprenticeship Agreement.

"Wages for Apprentices" of the Apprenticeship Standards for the Plastering and Cement Masons Industry, which have been approved and agreed to by the respective signatories to this Agreement, and which may subsequently be amended from time to time by the Trustees of the Cement Masons' and Plasterers' Joint Apprenticeship Trust Fund, are hereby referred to and made a part of this Agreement.

APPENDIX C

SPECIAL PROVISIONS FOR LIGHT COMMERCIAL CONSTRUCTION

ONSITE CONCRETE WORK ONLY

This appendix relates to all wood frame, concrete block, tilt-up and poured-in-place concrete construction, including, but not limited to shopping centers, stores, offices, buildings, warehouses, churches, and fast food establishments, where the total cost of the project does not exceed twenty (20) million dollars.

Excluded from this light commercial rate are any hotel gaming project where a Nevada unlimited gaming license or live gaming is in effect; or any public works project.

The following wage rates shall apply to any project that meets the definition of light commercial work as defined above.

70% of the Base Rate Full Fringe Benefit Rates

It is agreed that members that work on targeted projects shall remain on the out of work list.

The employer agrees to notify all workers on such projects that they are working at the seventy percent (70%) rate within three (3) days of work commencement.

A joint labor-management committee consisting of an equal number of employers and union representatives shall be established, with the authority to do the following:

- (1) Adjust the maximum twenty (20) million dollars upward when required in order to preserve the project from being performed by non-signatory, non-union employers.
- (2) Adjust the seventy (70%) labor rate when required in order to preserve the project from being performed by non-signatory, non-union employers.

Apprentices shall not be affected by the light commercial rate until such apprentice reaches seventy percent (70%) status.

APPENDIX D

MAINTENANCE WORK

Hotel and/or casino maintenance duties covered by this appendix are hereby limited to patch work, small replacements, and other routine work required to keep the establishment operating. It is understood that under no circumstances is this classification to be used for remodel, tenant improvement or new construction work.

The wage and benefits for maintenance work shall be as follows:

80% of the Base Rate
Full Fringe Benefit Rates

APPENDIX E

RESIDENTIAL

It is hereby agreed by both labor and management that when market conditions change in the future, we will meet to negotiate terms and conditions with the intention of incorporating a residential wage package into this agreement.

APPENDIX F

COMPETITIVE BIDDING ADJUSTMENT

In the event that an employer, and/or employers association, that is signatory to this agreement is planning to bid on a privately funded commercial project he/ they shall notify the local union business manager, in writing, prior to bidding on the project for any mutually agreed upon competitive adjustment. This adjustment will be done on a project by project basis only and any mutually agreed upon competitive adjustment will be reduced to writing and be made available to all employers signatory to this agreement.

APPENDIX G

MEMORANDUM AGREEMENT

It is agreed between the undersigned, ("Employer") and the Operative Plasterers' and Cement Masons' International Association, Local Union 797, ("Union") in consideration of services performed and to be performed by Cement Masons for the employer as follows:

1. The employer agrees to comply with all of the terms, including wages, hours and working conditions, as set forth in the agreement, referred to as the Cement Masons Master Labor Agreement date July 1, 2011; between the Nevada Contractors Association, United Building Contractors Association and Associated General Contractors and the Operative Plasterers' and Cement Masons' International Association, Local Union 797, and the agreement establishing the following funds:
 - (a) Cement Masons' & Plasterers' Joint Vacation Trust Fund;
 - (b) Cement Masons' & Plasterers' Health and Welfare Trust Fund;
 - (c) Cement Masons' & Plasterers' Pension Trust Fund;
 - (d) Cement Masons' & Plasterers' Apprenticeship Committee Trust Fund;

and any amendments, modifications, extensions and renewals of such labor agreement, trust agreements and funds. The labor agreement, trust agreements and funds specifically incorporated by reference are made a part of this memorandum agreement.

2. The employer agrees to pay to the Cement Masons' and Plasterers' Joint Vacation Savings Plan; the Cement Masons' and Plasterers' Health and Welfare Trust Fund; the Cement Masons' and Plasterers' Pension Trust Fund; and the Cement Masons' and Plasterers' Apprenticeship Committee Trust Fund. The payments shall be made in the amounts and manner provided for in the labor agreement and trust agreements, and the rules and procedures adopted by the trustees of the trust funds and all amendments, modifications, extensions and renewals.
3. The provisions of Article 7 of the labor agreement are excluded in their entirety from the memorandum agreement, and the terms and conditions of such Article 7 shall not apply in any manner to the union and the employer in the event a dispute should arise over the terms of the labor agreement, and/or this Memorandum Agreement.

In the event a dispute is not resolved between the union and the employer, then in addition to the union's rights as set forth in the above paragraph, the union shall also have the option of submitting any dispute to an impartial arbitrator for a final and binding decision. In the event the union submits such a dispute to arbitration and the parties cannot agree upon the selection of an arbitrator within five (5) days, then the arbitrator shall be selected from a list of five (5) names provided by the federal mediation and conciliation service. The Arbitrator's fees and all incidental fees shall be paid equally by the union and the employer.

4. The terms of the special provisions for light commercial work of the labor agreement can be applied only upon the employer providing the union with written verification that the job project meets the specified definition of light commercial work.
5. By virtue of signing this agreement, the employer hereby agrees that when performing work in the state of Nevada, the Employer shall be bound by, and shall perform all work under, the terms and conditions contained in the applicable Cement Masons' and Plasterers, Master Labor Agreement for such area,

including, but not limited to, the hiring hall requirements, and the subcontracting requirements contained in said applicable Master Agreement.

6. This agreement shall remain in full force and effect until June 30, 2012 and shall continue from year to year thereafter unless either party shall give written notice to the other of a desire to modify or cancel the agreement not more than ninety (90) days prior to and not less than sixty (60) days prior to June 30, 2012 or June 30th of any succeeding year that the agreement may be modified or canceled. Notwithstanding the year-to-year extension, the employer shall be bound for the term of any successor labor agreement between the Plasterers' and Cement Masons' and the Contractor Associations unless appropriate notice to cancel is give prior to July 1, 2012.

Date: _____

Contractor: _____

Address: _____

License#: _____

Phone #: _____ Fax #: _____

Signature: _____

Printed Name: _____

Title: _____

For the Operative Plasterers' and Cement Masons' Local 797

Date: _____

Signature: _____

Printed Name: _____

Title: _____

LETTER OF UNDERSTANDING

This is a letter of understanding between Nevada Contractors Association, United Building Contractors Association and Plasterers & Cement Masons Local 797 to clarify Article 13 of the Labor Agreement negotiated by both parties.

Both the Union and the Association agree that all hours worked after ten & one half (10 ½) hour are to be at the double-time (2x) rate of pay, regardless of the shift being worked.

It is hereby understood a shift starting time utilized outside of the standard time of the standard Time of 4:30 a.m. will be considered the regular starting time for the purposes of applying Article 12.02 SHOW UP PAY.

LETTER OF UNDERSTANDING

CONTRIBUTIONS IN BEHALF OF SUPERINTENDENTS: The Union and the Employer agree that when employees are working in a supervisory position above the rank of general foreman, the individual Employer may make payments with respect to his work into the Plasters and Cement Masons Health and Welfare Trust Fund and the Plasters and Cement Masons Pension Trust Fund, on the basis of 160 hours per month, in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by such employee in a month; provided, however, the individual Employer having made one (1) payment on an employee shall continue to make such payments so long as the employee is in his employ in a like supervisory capacity.

Superintendents covered under this paragraph (e) shall be allowed a one-time option to discontinue coverage, if requested in writing to the Employer within ninety (90) days following the effective date of this Agreement.

LETTER OF UNDERSTANDING

The Union and the Employers agree to add the following language to the Collective Bargaining Agreement in Article 3, for a period of one (1) year commencing on July 1, 2005 and ending on June 30th, 2006. This letter of understanding will continue in effect from year to year thereafter unless abrogated in writing sixty (60) days prior to June 30th, 2006 or any June 30th thereafter.

The Parties to this Agreement agree that there may be instances when suitable, Union subcontractors may not be available for certain subcontracts. In such instances the Employer will give written notice to the Union prior to the bid or the award of the subcontract and the Union will endeavor to locate suitable, Union subcontractors to bid the work. If the Employer and the Union are unable to locate such suitable, Union subcontractors, it is understood and agreed that the Employer will be relieved of Article 3 of the Master Labor Agreement covering subcontracting for such subcontracts.

NOTES