

INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, INC.

And  
WASHINGTON & NORTHERN IDAHO  
DISTRICT COUNCIL OF LABORERS  
INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL NOS. 238, 348

**6-1-09 TO 6-1-12**

PREAMBLE

P.1 This Agreement is a successive principle agreement to the Eastern WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS' INTERNATIONAL UNION **2009-2012** industry agreement, and all other prior agreements thereto by and between the WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NOS. 238, 348 and the INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

For purposes of this Agreement, the AGC is acting as a multi-employer bargaining agent for and on behalf of the Employers who have requested the AGC to act as their bargaining agent.

P.2 This is a collective bargaining Agreement between members of the INLAND NORTHWEST AGC, INC. (referred to as the "Employer"), and the WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS INTERNATIONAL UNION OF NORTH AMERICA acting for and on behalf of all of their Local Unions, (hereinafter referred to as the "Union"), shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory Eastern Washington-Northern Idaho.

ARTICLE I  
PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize wages and working conditions in BUILDING, HEAVY & HIGHWAY CONSTRUCTION work in the area affected.

1.2 Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.

1.3 The Associated General Contractors acting on behalf of those member firms who have authorized it to bargain on their behalf hereby recognize the Union as the sole and exclusive bargaining agent for all Washington & Northern Idaho District Council of Laborers of North America, Local Nos. 238, 348 performing work for such Employers within the territorial jurisdiction of this Agreement.

1.4 The Union recognizes the Associated General Contractors as the exclusive bargaining agent for each Employer who has authorized the Associated General Contractors to negotiate with the Union on its behalf.

## ARTICLE 2 WORK AFFECTED

2.1 The persons, firms, associations, corporations, joint ventures, or other business entities party to or bound by the terms of this Agreement as "Employer" or "Employers."

2.2 This Agreement applies to and covers all Laborers' work to be done at the site of the construction on all building, heavy and highway projects as defined in Article 5, or other work interpreted and applied in accordance with the National Labor Relations Act, as amended.

2.3 The term "Laborers' work" refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

## ARTICLE 3 MANAGEMENT'S RIGHTS

3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge for just cause. No rules, customs, or practices, shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

ARTICLE 4  
TERRITORY COVERED

4.1 This Agreement shall cover all WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS' INTERNATIONAL UNION work in the following counties: Adams, Asotin, Benton, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman and that portion of Douglas County east of the 120th Meridian in the State of Washington; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County North of Parallel 46 in the State of Idaho.

4.2 For the territory west of the 120th Meridian in Okanogan County, the terms and conditions of the Eastern Washington/Northern Idaho Agreement shall apply.

4.3 For the territory east of the 120th Meridian in Chelan County, the terms and conditions of the Central Washington Agreement shall apply.

ARTICLE 5  
WORK COVERED

5.1 Building: Building construction shall be defined to include, but not limited to, building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of buildings and excavation of foundations for building construction.

5.2 Highway: Highway construction shall be defined to include, but not limited to, constructing roads, streets, alleys, including crushing and paving (Portland Cement and Asphaltic Concrete), sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, and construction of sewage and waterworks improvements incidental to street and highway improvements.

5.3 Heavy: Heavy construction shall be defined to include, but not limited to, constructing railroad projects, railroad bridges, heavy construction sewers and watermains, grade separations involving a railroad, foundations, piledriving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, generators, atomic energy development, missile sites and launching facilities and all work pertaining thereto, hydroelectric development, transmission lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, (including paving operations), excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed, including the operation and maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services.

**5.4 Deconstruction: Deconstruction shall be defined to include, but not limited to, the demolition and salvaging of building materials by hand to be recycled, reused and/or removal of all equipment and materials to be re-used. This also includes hybrid demolition- defined as the use of traditional demolition equipment and methods to take building structures apart by panel method (chunks) then conveyed to another location.**

**5.5 Asbestos, Lead, Mold and Toxic Waste Work:** This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, **mold**, toxic waste and/or lead abatement.

## ARTICLE 6 UNION SECURITY

6.1 Pursuant to and in conformance with Section (a) 3 and 8 (b) 5 of the Labor Management Relations Act as amended, it is agreed that all employees coming under the terms of this Agreement shall be required to join the Union within eight (8) days following the date of employment or within eight (8) days following the date of signing this Agreement, whichever is later, and as a condition of continued employment must maintain membership in good standing for the life of this Agreement and any renewal thereof. Good standing shall be defined as the payment of normal initiation fees and dues, as prescribed by law.

6.2 Employers performing work covered by this Agreement shall, in filling vacancies, utilize and be bound by the registration facilities and referral systems established by the Unions signatory hereto when such procedures are not in violation of State or Federal law.

6.3 In the event the Union requests an Employer to dismiss an employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such a request shall be forwarded to the office of the Company. **Dismissal under this Article shall be within eight (8) working days under any circumstance.**

6.4 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in conformity with such changes in order to comply with the spirit of the law in Sections 1 and 2.

6.5 No employee shall be discharged or discriminated against for union activity or representation of the Union.

## ARTICLE 7 STRIKES & PICKET LINES

7.1 It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 15.

7.2 Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.

7.3 As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

## ARTICLE 8 SCOPE OF AGREEMENT

8.1 This Agreement applies to Laborers' work to be done at the site of the construction, alteration, painting or repair of a building, maintenance, or other work that may come under this Agreement as defined in Article 5, as interpreted and applied in accordance with the National Labor Relations Act, as amended.

8.2 The term "Laborers' work" refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

## ARTICLE 9 SUBCONTRACTING

9.1 The Employer agrees it will not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this Agreement. The Employer agrees that a Laborer will be employed by the Employer or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the Union agreement. The Union agrees that it will not take economic action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.

9.2 Whenever the Employer is obligated to satisfy ***DBE-MBE-WBE*** recruiting requirements the Union and the Employer by mutual agreement may waive this provision prior to commencement of the work in the event an Employer and Union are unable to find qualified competitive union ***DBE-MBE-WBE*** subcontractors.

9.3 When potential union subcontractors are not available in the locality of the job site to perform the work and where the general contractor receives no competitive union bids, by mutual agreement, the Employer and the Union may waive this provision.

ARTICLE 10  
HOURS OF WORK - SHIFTS – OVERTIME

10.1 Single Shift Operation:

(A) Eight (8) hours shall constitute a day's work, five (5) days shall constitute a week's work, Monday morning through Friday.

(B) A single shift operation shall be restricted to the hours between 6:00 a.m. and 6:00 p.m., and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate. Saturday shall not be used as a make-up day when a holiday falls on Friday.

(C) Four consecutive ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or holiday, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. On ten (10) hour shift schedules all hours worked in excess of ten (10) hours a day must be compensated at the overtime rate. The Employer may change from a five-eight schedule to a four-ten, or vice versa, but must make the change at the beginning of the work week and maintain such shift for at least one week. At no time will a crew work a combination of eight (8) and ten (10) hour days in the same calendar week.

(D) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day. Make-up days may only be worked if all of the basic crafts on the project are working at the straight time rate.

(E) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.

(F) When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay. The Employer must give the Union notification prior to the start of a special shift.

10.2 Multiple Shift Operation:

Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

(A) Two Shift Operation: On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight

(8) hours except as provided for in Section 1 of this Article. On a two shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two shift operation, they shall not be changed except upon three (3) working days written notice to the Union.

(B) Three Shift Operation: On a three shift operation, the following shall apply:

First Shift: The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at midshift, between the hours of 6:00 a.m. and 6:00 p.m.

Second Shift: The second shift shall be seven and one-half (7 1/2) hours of continuous employment, except for lunch period at midshift, and shall be paid for at eight (8) hours at the straight time rate.

Third Shift: The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at midshift, and shall be paid for at eight (8) hours at the straight time rate.

(C) Multiple Shift: (a two or three shift) Operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a "reliever group" and a "relief group" does not necessarily mean "man for man" relief.

(D) It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

### 10.3 General Provisions:

(A) Call Out. When an employee has completed his scheduled shift and is specifically "called out" by the Employer to perform special work of a casual, incidental or irregular nature, he shall receive premium pay in accordance with the proper overtime rates with a guarantee of two (2) hours.

(B) Paving Operations. To take full advantage of weather conditions, starting time of operations for the paving of asphalt paving, road oiling and concrete paving will be at the option of the Employer. However, standby time will be considered as part of the regular operation and will be paid for at the regular rate.

(C) Maintenance, Watchmen, Flagmen. When no other work is in progress and it is necessary to keep maintenance men, watchmen or flagmen on duty on Saturdays and Sundays, they will be paid at straight time rates, but allowed two (2) regular consecutive days off each week. If these men work more than five (5) consecutive days in any one week, the sixth (6th) day shall be paid for at time and one-half (1 1/2) the basic rate and the seventh (7th) day shall be paid for at double (2) the basic rate.

10.4 OVERTIME: Work performed in excess of eight (8) hours per day Monday through Friday or ten (10) hours per day, Monday through Thursday, when four ten (10) hour shifts are established, or outside the established shift, and all work on Saturdays, or Fridays when four ten (10) hour shifts are established, except for makeup days, shall be paid at time and one-half (1 1/2) the straight time rate. All work performed on Sunday and holidays shall be paid at double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

## ARTICLE 11 LUNCH AND REST PERIODS

11.1 Lunch will be approximately mid-shift. (See Article 10 for shift definitions). Lunch will be no less than one-half (1/2) hour and no more than one (1) hour.

11.2 FIRST HALF SHIFT - LUNCH PERIOD: If an employee is not given at least 30 minutes to eat in the first half of the shift, 30 minutes at the overtime rate shall be added to the hours worked.

11.3 SECOND HALF SHIFT - LUNCH BREAK: All employees must be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, 30 minutes at the overtime rate shall be added to the employee's hours worked.

11.4 REST PERIODS: A. The nature of the construction work covered by this Agreement allows intermittent rest periods. Employers shall provide such intermittent rest periods as work flow permits, equivalent to ten (10) minutes for each four (4) hours worked. Scheduled rest periods are not required.

B. Such intermittent rest periods shall be taken on the work site.

C. It will be the responsibility of each employee to take such intermittent rest periods. If an employee does not take a rest period, then the employee must notify his supervisor and a rest period will be provided.

ARTICLE 12  
HOLIDAYS

12.1 Holidays recognized under this Agreement shall be as follows: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND THE FRIDAY AND SATURDAY FOLLOWING, and CHRISTMAS DAY. Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday, and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at double the regular straight time rate per hour. In reference to Independence Day, by mutual agreement, the day observed may be changed.

ARTICLE 13  
PAY DAY

13.1 Employees shall be paid in full on company time on the job site, by mail, or by direct deposit to the employee's account at a financial institution once a week; swing shift, graveyard shift and daylight second shift employees will be paid by the end of Thursday's shift, day shift employees will be paid by the end of Friday's shift, following the previous weekly payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last work day of the job before the holiday.

13.2 When an employee voluntarily quits or is terminated for cause, he shall be paid at the next regular pay day.

13.3 When employees are laid off, they shall be paid in full immediately or by check within forty-eight (48) hours.

13.4 If an employee is not paid in accordance with 13.1, 13.2 or 13.3 he shall receive two (2) hours pay for each 24-hour period, or portion thereof, thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institution account will serve as the cutoff for any penalty. Saturdays, Sundays and recognized holidays are excluded from the 24-hour period for determining penalty. Employees must notify the Union within seventy-two (72) hours after the payday, layoff or discharge to be eligible for penalty pay.

13.5 Excluding weather and equipment breakdown, employees required to "standby" for more than forty-eight (48) hours have the option of standing by or signing the out-of-work list and having notified the company of the latter option is then eligible for payoff on the first payday after the layoff.

13.6 Payment shall be made by cash, check upon which there is no charge for exchange or direct deposit. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative within fifteen (15) days from the pay period in question.

13.7 Payroll checks and stubs shall indicate company name, straight time hours, overtime hours, rate of pay, itemized legal deductions, to include dues check-off and credit union, plus allowances if applicable. In the event an employee receives an N. S. F. check, thereafter all payments shall be made by cash or certified check and he shall be considered not paid timely and shall receive eight (8) hours pay for every 24-hour period thereafter until he receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty. Payroll stubs for those employees choosing direct payroll deposit shall be delivered in accordance with the procedures in Section 13.1.

13.8 The availability of direct payroll deposit is at the option of the Employer. Each employee choosing it must sign an authorization before it can be started. No employee shall be discharged, laid off, disciplined, replaced, transferred or have any other adverse action taken against him/her for refusing to use the direct payroll deposit option.

#### ARTICLE 14 UNION REPRESENTATIVES & JOB STEWARDS

##### 14.1 Union Representatives on Jobs:

The Union representatives shall have access to all places where employees covered by this Agreement are employed, and transportation will be supplied where necessary.

##### 14.2 Shop and Job Steward Rules:

- 1) Shop and Job Stewards shall be appointed by their respective Unions. Upon appointment, the Union shall identify the Steward to the Employer or his representative in writing.
- 2) Stewards shall be allowed access to all places where employees covered by this Agreement are employed.
- 3) Job and Shop Stewards shall be allowed reasonable time for performance of their duties and shall be allowed to take care of union problems immediately.
- 4) All accidents on the job that cause the employee's removal from the job shall be reported immediately by the Employer to the Union and the Job Stewards.
- 5) In the event an employee is injured or becomes ill on the job, the Employer's representative in conjunction with the Steward shall take care of his personal belongings and their disposition.

6) The Union appointed Steward or the Union's designated replacement, subject to the Union's request, shall be on the job when any work, including overtime, is required provided the employee is qualified to do the work available.

7) Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.

8) Before a Steward can be terminated, or transferred from a job or shift the Employer or his representative shall give the Union 48 hours notice.

9) When forces must be reduced, the Steward shall be given preferential treatment and be retained over other journeymen providing the Steward can do the work involved; except the last Laborer on the job may be the Foreman.

10) There shall be allowed one Steward on each shift on each job per contractor unless the distance between the work areas is so great that one Steward cannot police the work; then two (2) Stewards shall be allowed.

## ARTICLE 15 SETTLEMENT OF DISPUTES & GRIEVANCES

15.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

15.2 Failure of an Employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe payments as outlined in this Agreement, is a violation of this Agreement and not subject to Grievance Procedure as outlined below. In the event of violation and after forty-eight (48) hour notice to the Employer, the Union shall have the right to take economic action against such Employer to collect such monies owed.

15.3 In the event that a dispute or grievance over the interpretation of this Agreement other than jurisdictional or as otherwise called for in this Agreement occurs, no such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer in writing or postmarked within fifteen (15) days after the alleged violation was committed. The following procedure shall be followed for settling grievances:

15.4 STEP I:

(A) The individual Employer and the local Union Representative shall attempt to settle the dispute on a local basis.

(B) In the event that the dispute cannot be satisfactorily adjusted on a local basis within five (5) working days, the dispute shall be referred to the authorized representative of the Union and the authorized representative of the Inland Empire Chapter of the Associated General Contractors for immediate review and settlement if possible.

#### 15.5 STEP II:

If the dispute or grievance remains unsettled after the foregoing procedures, it shall immediately be reduced to writing and referred to the Union Negotiating Committee and the AGC Negotiating Committee for resolution.

#### 15.6 STEP III:

Should the Union Negotiating Committee fail to settle the matter within three (3) days after written notification of the dispute (Saturdays, Sundays and holidays excluded) said dispute shall then be referred to binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons submitted by the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately remove names from this panel and the remaining name on the panel shall be the arbitrator. The decision of the arbitrator shall be within the scope and limited to the interpretation of this Agreement upon the points of issue as stipulated and shall be final and binding upon the parties. The arbitrator shall promptly render a decision, but not later than 30 days. Expense of employing said impartial arbitrator shall be paid equally by both parties.

15.7 It is further understood that the grievance machinery above set forth shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

### ARTICLE 16 JURISDICTIONAL DISPUTES

16.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

16.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

16.3 (A) Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

16.4 (B) If the disputed work cannot be satisfactorily settled between the local unions and the employer, the local unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute.

16.5 When requested to do so, Employers covered by this Agreement agree to furnish within 48 hours to the District Councils and local Unions, statements of their past and present practices pertaining to work on which there is or may be a pending dispute. Such statements shall be written on the individual Employer's letterhead.

16.6 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

16.7 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in *any* labor Agreement.

***16.8 MUTALLY AGREED TO TOOLS OF THE TRADE: The Employer assigns the work classifications to be performed by members of the Laborers' Union when using the tools of their trade.***

#### ARTICLE 17 HEALTH, SAFETY AND ACCIDENT PREVENTION

17.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. All foremen and general foremen shall carry a current first aid card.

17.2 When physical examinations are required by a State or Federal agency, the Employer shall make arrangements for said appointments upon request by the employee and make payments for such examinations and pay for time spent getting the examination. This paragraph does not apply to ICC requirements.

#### 17.3 DRY SHACK:

The dry shack provisions shall be discussed and agreed to at the pre-job conference or prior to commencement of work where agreed, and the project warrants. The Employer shall at the start of the job furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods, and shall be situated close to the site of the work.

#### 17.4 SUBSTANCE ABUSE POLICY:

(A) Labor and Management are committed to providing employees with a drug-free and alcohol-free work place. It is the goal to protect the health and safety of employees and to promote a productive work place, and protect the reputation of Labor and Management and the employees.

(B) Consistent with these goals, the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of labor and management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

(C) An acceptable Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement, but it is not a part of this Agreement and modifications to this Substance Abuse Program, by mutual agreement of an Employer and the Union, will not constitute a change to this Agreement.

(D) Any grievance related to any Employer's substance abuse program shall be resolved through Article 15, Settlement of Disputes, of this Agreement.

## ARTICLE 18 SHOW UP - STANDBY & CALL BACK

18.1 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive two (2) hours reporting pay and applicable fringes for jobs within Zone 1 and four (4) hours reporting pay and applicable fringes for jobs within Zone 2. Employees who work in excess of these amounts shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation except as provided in 18.2.

18.2 Employees prevented from starting or completing the shift due to inclement weather or conditions beyond the control of the Employer shall be paid actual time worked and applicable fringes with a minimum of two (2) hours wages and fringes. Within a twenty-five (25) mile radius of the city centers of Moses Lake, Spokane, Pasco, Pullman and Lewiston the minimum is one (1) hour wages and fringes. When the Laborers are working on the same payroll as another craft (that negotiates with the AGC) that is receiving a higher minimum within a 25 mile radius, then those Laborers will also receive the higher minimum.

18.3 In case of sustained inclement weather, the Employer and the Union shall set up a system of transmitting advice to a central point or points so that it will not cause a hardship on either the employee or the employer.

18.4 Employees prevented from completing the shift due to causes other than weather or equipment breakdown after the four (4) hour minimum, and in excess of four (4) hours, shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation.

18.5 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates.

ARTICLE 19  
EQUAL EMPLOYMENT OPPORTUNITY

19.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

19.2 The parties hereto recognize that the Employer's compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting, training and hiring.

ARTICLE 20  
SAVINGS CLAUSE

20.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 15 shall not apply to this Article.

20.2 The Employer and the Union may enter into Addenda covering work performed on Indian lands and under the control of Tribal Councils.

ARTICLE 21  
WARRANTY OF AUTHORITY

21.1 This Agreement shall become effective when signed by the duly constituted representative of the Inland Empire Chapter AGC acting for and on behalf of the Employers who have individually requested the AGC to act as their individual and separate bargaining agent in individual employer units and who have also as an individual employer signed the Agreement, and the duly constituted representatives of the union.

21.2 The persons signing this Agreement for the Inland Empire Chapter AGC, and the persons signing for the Employer, warrant and guarantee their authority to act for the association and/or the Employer.

21.3 The persons signing this Agreement on behalf of the Union warrant and guarantee their authority to act for and bind the Union.

21.4 Each party agrees to notify the other of any Employer or local Union who becomes signatory to this Agreement.

21.5 It is further agreed that the liability of the Employer who accepts, adopts, or signs this Agreement or a facsimile thereof, shall be several and not joint, and the liability of the local Unions who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

## ARTICLE 22 PUBLIC WORKS PROJECTS

### Public Works Projects - Davis Bacon Act & Related Statutes

22.1 In the event the Employer bids a public job or project being awarded by a Federal, State, County, City or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works Washington State, Prevailing Wage on Public Works and other applicable prevailing wage laws and regulations, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rates for Health and Welfare only shall be those as established and maintained by the Master Agreements. In the event a Health and Welfare contribution rate increase exceeds forty (40) cents per hour, any additional amount will be deducted from the employees' wage rate. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

22.2 Should the rates prevailed on a public works project be less than the negotiated rate, the Contractor and the Union shall mutually agree before reducing the rates below the limits as set forth herein.

22.3 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

22.4 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct rates when responding to requests for prevailing wage data.

ARTICLE 23  
OVERLAPPING JURISDICTION &  
EMERGENCY WORK ASSIGNMENT

23.1 OVERLAPPING JURISDICTION:

(A) Original manning of a job will be by the Cement Finishers, Laborers, Operating Engineers, and Teamsters under which jurisdiction the work falls.

(B) Overlapping jurisdiction will be allowed to guarantee the contractor eight (8) hours work for eight (8) hours pay. Overlapping jurisdiction can only be applied after the Cement Finishers, Laborers, Operating Engineers, and Teamsters have been notified by the Employer and all parties have agreed thereto.

(C) If additional manpower is needed, hiring will be done in accordance with craft jurisdiction.

23.2 EMERGENCY WORK ASSIGNMENT:

The contractor shall be allowed to employ, without regard to craft jurisdiction or union affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the contractor in order to carry the day's work to completion.

23.3 In such cases, wage rates shall be recognized as applying to the classification rather than to the employee, and any employee performing such work shall be paid at the rate for the classification of the work which he is required to do; provided that under such conditions, no employee shall be paid a lower rate than that of the classification under which he was working immediately prior to the temporary assignment herein referred to. In order that an employee shall not lose any benefit rights, contributions shall be made on his behalf into the trust funds of the craft of his affiliation during the period of such emergency work. This Section is not to be used to permit indiscriminate crossing of jurisdictional lines.

23.4 In the event of persistent abuses of these provisions, the Union shall have the right of redress under Step II, Article 15. In the event flagrant abuses continue following determination against a contractor as provided in Article 15, the privilege of this memorandum shall be withdrawn from the offending contractor for the duration of this Agreement.

ARTICLE 24  
CRAFT SCHEDULES

24.1 The classifications for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this agreement.

ARTICLE 25  
SPECIAL CONDITIONS

25.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

25.2 In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The General Contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

ARTICLE 26  
EFFECTIVE DATE AND DURATION

26.1 It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effect as of *June 1, 2009*, and shall remain in full force and effect without change until *May 31, 2012*, and from year to year thereafter unless either party hereto desires to modify, amend or terminate this Agreement after *May 31, 2012*, or any subsequent anniversary year. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superseded by a successor principal agreement which shall apply or terminated.

26.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the other party written notice of such desire not later than sixty (60) days nor more than ninety (90) days prior to *May 31, 2012*, or later than sixty (60) days or more than ninety (90) days prior to May 31 of any subsequent anniversary year thereafter.

26.3 Notice as required in this Article shall be served in writing by Certified or Registered Mail, postage prepaid and deposited in the U. S. Post Office.

26.4 All employees covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the craft schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Craft Schedules of this Agreement.

ARTICLE 27  
HEALTH CARE LEGISLATION

27.1 In the event of the enactment of any State or Federal legislation which impacts the employer's health and security contributions, the parties signatory hereto will immediately meet to negotiate the distribution of these funds.

ARTICLE 28  
TRIBAL EMPLOYMENT RIGHTS OFFICES (TERO)

28.1 When an Employer who is signatory to this Agreement is required by the terms of a project contract to comply with TERO hiring requirements the Employer shall notify the Union prior to starting any work on the project.

28.2 The Union shall be given the opportunity to fill any manpower needs with individuals who are qualified by and registered with the respective TERO prior to the hiring of any individual directly from the TERO.

28.3 The Employer shall be allowed to hire individuals directly from the TERO in the event the Union cannot meet the TERO qualified and registered manpower needs in a timely manner.

28.4 If the Employer is compelled to hire employees directly from the TERO, the Union will be provided the opportunity to recruit each employee so hired for Union membership. If any employee hired directly from the TERO declines Union membership, and completes a waiver of fringe contributions and benefits supplied by the Union, the Employer shall be exempt from making said fringe benefit contributions on behalf of the employee and shall pay the equivalent amount directly to the employee. This exemption shall apply only to those employees qualified by and registered with the TERO and will not apply to any work performed by the Employer outside the jurisdiction of the TERO project.

ARTICLE 29  
LABOR MANAGEMENT MEETINGS

29.1 The Union and the Employer will make every effort to meet on a quarterly basis to discuss issues that affect Labor and Management during the term of this agreement.

LABOR AGREEMENT  
BETWEEN  
INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS  
AND  
WASHINGTON & NORTHERN IDAHO  
DISTRICT COUNCIL OF LABORERS  
INTERNATIONAL UNION OF NORTH AMERICA  
LOCAL NOS. 238, 348

IN WITNESS WHEREOF, this Agreement including all schedules has been executed by the parties hereto as that date first above mentioned.

WASHINGTON & NORTHERN IDAHO  
DISTRICT COUNCIL OF LABORERS

DAVID J. LETINICH  
Business Manager &  
Secretary-Treasurer

DATE:

IN WITNESS WHEREOF this agreement has been executed by the WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS and its Local Unions party here to and by the INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., on behalf of certain individual member firms who have individually ratified this Agreement, and have further authorized the Chapter to execute the Agreement on their behalf.

INLAND NORTHWEST  
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

TOM STEWART  
Chairman, Negotiating Committee

DATE:

**SCHEDULE "A" (1)**

**(PASCO)**

**WAGE RATES**

**HEAVY-HIGHWAY AND BUILDING CONSTRUCTION**

*Schedule "A" (1) shall cover the following Counties: Adams, Benton, Columbia, Ferry, Franklin, Grant, Okanogan, Walla Walla, and that portion of Douglas County east of the 120th Meridian in the State of Washington; zone rates will apply to all work outside a 45 Mile Radius from Local 348 (204 West Clark) or the Main Post Office of the established residence of employee.*

SEE ZONE MAP:

ZONE CENTERS: PASCO

ZONE 1 = 0-45 MILES

ZONE 2 = 45 MILES & OVER

**GROUP I**

	<b><u>6-1-09</u></b>	<b><u>6-1-10</u></b>	<b><u>6-1-11</u></b>
ZONE 1:	<b>\$20.56</b>	<b>**\$0.40</b>	<b>**\$0.40</b>
ZONE 2:	<b>\$22.56</b>		

Flagman

Landscape Laborer

Scaleman

Traffic Control Maintenance<sup>1</sup>

Window Washer/Cleaner\*

Pilot Car

(\*Detail clean-up, such as, but not limited to, cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the Owner.)

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<sup>1</sup> **TO INCLUDE:** But is not limited to, erection and maintenance of barricades, signs and relief of flagperson.

GROUP II

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	<b>\$22.66</b>	<b>**\$0.40</b>	<b>**\$0.40</b>
ZONE 2:	<b>\$24.66</b>		
Asbestos, Lead, or Mold Abatement Worker			General Laborer
Brick Pavers <sup>2</sup>			Grout Machine Header Tender
Brush Hog Feeder			Guard Rail <sup>3</sup>
Carpenter Tender			Hazardous Waste Worker (Level D) <sup>4</sup>
Cement Handler			HDPE or similar liner installer
Clean-up Laborer			Miner, Class "A" <sup>5</sup>
Concrete Crewman <sup>6</sup>			Nipper
Concrete Signalman			Riprap Man
Confined Space Attendant			Sandblast Tailhoseman
Crusher Feeder			Scaffold Erector, wood or steel
Demolition <sup>7</sup>			Stake Jumper
Dry Stack Walls <sup>8</sup>			Structural Mover <sup>9</sup>
Dumpman			Tailhoseman (water nozzle)
Erosion Control Laborer			Timber Bucker & Faller (by hand)
Fence Erector			Track Laborer (RR)
Firewatch			Truck Loader
Form Cleaning Machine Feeder, Stacker			Well-Point Man

NOTE: All other work classifications not specifically listed shall be classified as General Laborer Group II.

<sup>2</sup> TO INCLUDE: the installation of brick or grass pavers for sidewalks, driveways, streets and parking lots.

<sup>3</sup> TO INCLUDE: Guard rails, guide and reference posts, sign posts and right-of-way markers.

<sup>4</sup> This is the lowest level of protection. No respirator is used and skin protection is minimal.

<sup>5</sup> TO INCLUDE: Bull Gang, Concrete Crewman, Dumpman and Pumpcrete Crewman, including distributing pipe, assembly & dismantle and Nipper.

<sup>6</sup> TO INCLUDE: Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches or smaller.

<sup>7</sup> TO INCLUDE: Clean-up, burning, loading, wrecking & salvage of all material.

<sup>8</sup> TO INCLUDE: Including all dray stack walls, including keystone walls and others using blocks and interlocking pegs.

<sup>9</sup> TO INCLUDE: Separating foundation, preparation, cribbing, shoring, jacking and unloading of structures.

GROUP III

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$22.93	**\$0.40	**\$0.40
ZONE 2:	\$24.93		

Asphalt Roller, walking  
 Cement Finisher Tender  
 Concrete Saw, walking  
 Demolition Torch  
 Dope Pot Fireman, non-mechanical  
 Driller Helper (when required to move & position machine)  
 Form Setter, paving  
 Hazardous Waste Worker (Level C)<sup>10</sup>  
 Jackhammer Operator Miner, Class "B"<sup>11</sup>  
 Nozzleman, water (to include fire hose), air or steam  
 Pavement Breaker, under 90 lbs.  
 Pipelayer, Corrugated Metal Culvert and multi-plate  
 Pot Tender  
 Powderman Helper  
 Power Buggy Operator  
 Power Tool Operator, gas, electric, pneumatic  
 Railroad Equipment, power driven, except dual mobile  
   power spiker or puller  
 Railroad Power Spiker or Puller, dual mobile  
**Rigger/Signal Person**  
 Rodder & Spreader  
 Compaction Equipment<sup>12</sup>  
 Trencher, Shawnee  
 Tugger Operator  
 Wagon Drills  
 Water Pipe Liner  
 Wheelbarrow, power driven  
**Remote Equipment Operator**<sup>13</sup>

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<sup>10</sup> This level includes a chemical “splash suit” and air purifying respirator.

<sup>11</sup> **TO INCLUDE:** Brakeman, Finisher, Vibrator, Form Setter.

<sup>12</sup> **TO INCLUDE:** All hand operated power compaction equipment.

<sup>13</sup> *i.e. Compaction and Demolition*

GROUP IV

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$23.20	**\$0.40	**\$0.40
ZONE 2:	\$24.20		

Air and Hydraulic Track Drill  
 Asphalt Raker  
 Brush Machine<sup>14</sup>  
 Caisson Worker, free air  
 Chain Saw Operator & Faller  
 Concrete Stack<sup>15</sup>  
 Guniting<sup>16</sup>  
 Hazardous Waste Worker (Level B)<sup>17</sup>  
 High Scaler  
 Laser Beam Operator<sup>18</sup>  
 Miner, Class "C"<sup>19</sup>  
 Monitor Operator, air track or similar mounting  
 Mortar Mixer  
 Nozzleman<sup>20</sup>  
 Pavement Breaker, 90 lbs. & over  
 Pipelayer<sup>21</sup>  
 Pipewrapper  
 Trenchless Technology Technician  
 Plasterer Tenders  
 Vibrators, ALL

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<sup>14</sup> TO INCLUDE: Horizontal construction joint clean-up brush machine, power propelled.

<sup>15</sup> TO INCLUDE: Laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high.

<sup>16</sup> TO INCLUDE: Operation of machine and nozzle.

<sup>17</sup> Uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit."

<sup>18</sup> TO INCLUDE: Elevation control.

<sup>19</sup> TO INCLUDE: Miner, Nozzleman for concrete, Laser Beam Operator and Rigger on tunnels.

<sup>20</sup> TO INCLUDE: Jet Blasting Nozzleman, over 1200 lbs., jet blast machine power-propelled, sandblast nozzle, Squeeze and Flo-crete nozzle

<sup>21</sup> TO INCLUDE: Working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper. *Including pressurized and non-pressurized ductile pipe, gravity pipe and HDPE (fused and non fused)*

GROUP V

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$23.48	**\$0.40	**\$0.40
ZONE 2:	\$25.48		

Drills with dual masts  
 Hazardous Waste Worker (Level A)<sup>22</sup>  
 Miner, Class "D"<sup>23</sup>  
 Welder, electric, manual or automatic<sup>24</sup>  
 Remote equipment operator

GROUP VI

(SAND HOGS UNDER COMPRESSED AIR CONDITIONS)

(Computed by multiplying the increase x 8 hr. shift and add total to previous rate)

			<u>6-1-09</u>		
Work	Hours	Over-Time	Zone 1	Zone 2	
Lbs.		Div.			
1-14	6	7 ½	\$180.40		
14-18	6	7 ½	185.33	Add	<b>Rates to be recalculated as needed</b>
18-25	4	7 ½	185.61		
18-22	6	10	207.47	\$16.00	
22-26	4	7 ½	189.93		
26-32	4	7 ½	192.55	per	
32-38	3	7 ½	195.51		
38-44	2	7 ½	196.92	shift	
Outside Lock & Gauge Tender			171.89		

GROUP VII

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$23.38	**\$0.40	**\$0.40
ZONE 2:	\$25.38		

Construction Specialist<sup>25</sup>

<sup>22</sup> This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

<sup>23</sup> TO INCLUDE: Raise and Shaft Miner, Laser Beam Operator on raises and shafts.

<sup>24</sup> TO INCLUDE: HDPE or similar pipe and liner

<sup>25</sup> TO INCLUDE: Work requiring special skills not addressed in the above classifications mutually agreed to between the Union and the Employer.

GROUP VIII

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:			
ZONE 2:			

Hod Carrier<sup>26</sup>

GROUP IX

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$24.85	**\$0.40	**\$0.40
ZONE 2:	\$26.85		

Powderman

<u>GROUP X</u>	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$25.19	**\$0.40	**\$0.40
ZONE 2:	\$27.19		

Grade Checker

Traffic Control Supervisors: \$1.00 above highest rate supervised.  
 FOREMAN: *\$1.50 above highest rate supervised.*  
 GENERAL FOREMAN: \$1.50 above highest rate supervised.  
 (See Work Rule #2)

APPRENTICES

(PERCENTAGE COMPUTED ON GROUP II RATE):

<NOTE: At no time will apprenticeship rates exceed journeyman rates for the same classification>

STEP / HOURS	%	Zone 1 <u>6-1-09</u>	Zone 1 <u>6-1-10</u>	Zone 1 <u>6-1-11</u>	Zone 2
I 0-1000	60%	\$13.60			Add
II 1001-2000	70%	\$15.86			\$2.00
III 2001-3000	80%	\$18.13			to each
IV 3001-4000	90%	\$20.39			

<sup>26</sup> Wages, Fringes and Promotional Fund as per Spokane Masonry Association Agreement.

APPRENTICESHIP PROGRAM

SECTION 1. Recognizing the need for adequate supply of qualified Laborers, the Association and the Union mutually agree to actively promote and participate in a joint training program designed to meet this need.

SECTION 2. Such programs which exist or are developed to achieve this end are supported in whole or in part from funds derived from this Agreement shall:

(A) By jointly administered by equal representation of management as appointed by the Association and labor as appointed by the Union.

(B) The employment of Apprentices shall be in accordance with the ratios as outlined in Schedule "C" Hiring Hall.

(C) Provide wages in accordance with the following defined classifications: APPRENTICE I, APPRENTICE II, APPRENTICE III, APPRENTICE IV (See Schedule for rates).

	FRINGE BENEFITS		
	<b><u>6-1-09</u></b>	<b><u>6-1-10</u></b>	<b><u>6-1-11</u></b>
HEALTH & SECURITY	\$5.00		
PENSION	<b>\$3.30</b>	<b>\$3.90</b>	<b>\$4.50</b>
TRAINING	\$0.40		
LECET	\$0.05		
(Laborers-Employers Cooperation & Education Trust)			
<b>TOTAL:</b>	<b>\$8.75</b>		
Deduct from net wages:			
CREDIT UNION	\$1.00		
DUES CHECK OFF	\$0.75		
WASHINGTON FAIR CONTRACTING FOUNDATION	\$0.04		

(Deduct from net wages / written authorization from employee required)

LPL \$0.03  
(Laborers Political League)

\*\* The *June 1, 2010 and June 1, 2011* allocation of the wage/fringe package will be determined sixty (60) days prior to the anniversary date.

**SCHEDULE "A" (2)**

**(SPOKANE)**

**WAGE RATES**

**HEAVY-HIGHWAY AND BUILDING CONSTRUCTION**

*Schedule "A" (2) shall cover the following Counties: Asotin, Garfield, Lincoln, Pend Oreille, Spokane, Stevens, Whitman, Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County North of Parallel 46 in the State of Idaho, zone rates will apply to all work outside a 45-mile radius from the main post office of Spokane and Lewiston.*

SEE ZONE MAP:

ZONE CENTERS: SPOKANE and LEWISTON

ZONE 1 = 0-45 MILES

ZONE 2 = 45 MILES & OVER

**GROUP I**

	<b><u>6-1-09</u></b>	<b><u>6-1-10</u></b>	<b><u>6-1-11</u></b>
ZONE 1:	<b>\$20.56</b>	<b>**\$0.25</b>	<b>**\$0.25</b>
ZONE 2:	<b>\$22.56</b>		

Flagman

Landscape Laborer

Scaleman

Traffic Control Maintenance<sup>1</sup>

Window Washer/Cleaner\*

Pilot Car

(\*Detail clean-up, such as, but not limited to, cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the Owner.)

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<sup>1</sup> **TO INCLUDE:** But is not limited to, erection and maintenance of barricades, signs and relief of flagperson.

GROUP II

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	<b>\$22.66</b>	<b>**\$0.25</b>	<b>**\$0.25</b>
ZONE 2:	<b>\$24.66</b>		
Asbestos, Lead, or Mold Abatement Worker			General Laborer
Brick Pavers <sup>2</sup>			Grout Machine Header Tender
Brush Hog Feeder			Guard Rail <sup>3</sup>
Carpenter Tender			Hazardous Waste Worker (Level D) <sup>4</sup>
Cement Handler			HDPE or similar liner installer
Clean-up Laborer			Miner, Class "A" <sup>5</sup>
Concrete Crewman <sup>6</sup>			Nipper
Concrete Signalman			Riprap Man
Confined Space Attendant			Sandblast Tailhoseman
Crusher Feeder			Scaffold Erector, wood or steel
Demolition <sup>7</sup>			Stake Jumper
Dry Stack Walls <sup>8</sup>			Structural Mover <sup>9</sup>
Dumpman			Tailhoseman (water nozzle)
Erosion Control Laborer			Timber Bucker & Faller (by hand)
Fence Erector			Track Laborer (RR)
Firewatch			Truck Loader
Form Cleaning Machine Feeder, Stacker			Well-Point Man

NOTE: All other work classifications not specifically listed shall be classified as General Laborer Group II.

<sup>2</sup> TO INCLUDE: the installation of brick or grass pavers for sidewalks, driveways, streets and parking lots.

<sup>3</sup> TO INCLUDE: Guard rails, guide and reference posts, sign posts and right-of-way markers.

<sup>4</sup> This is the lowest level of protection. No respirator is used and skin protection is minimal.

<sup>5</sup> TO INCLUDE: Bull Gang, Concrete Crewman, Dumpman and Pumpcrete Crewman, including distributing pipe, assembly & dismantle and Nipper.

<sup>6</sup> TO INCLUDE: Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches or smaller.

<sup>7</sup> TO INCLUDE: Clean-up, burning, loading, wrecking & salvage of all material.

<sup>8</sup> TO INCLUDE: Including all dray stack walls, including keystone walls and others using blocks and interlocking pegs.

<sup>9</sup> TO INCLUDE: Separating foundation, preparation, cribbing, shoring, jacking and unloading of structures.

GROUP III

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$22.93	**\$0.25	**\$0.25
ZONE 2:	\$24.93		

Asphalt Roller, walking  
 Cement Finisher Tender  
 Concrete Saw, walking  
 Demolition Torch  
 Dope Pot Fireman, non-mechanical  
 Driller Helper (when required to move & position machine)  
 Form Setter, paving  
 Hazardous Waste Worker (Level C)<sup>10</sup>  
 Jackhammer Operator Miner, Class "B"<sup>11</sup>  
 Nozzleman, water (to include fire hose), air or steam  
 Pavement Breaker, under 90 lbs.  
 Pipelayer, Corrugated Metal Culvert and multi-plate  
 Pot Tender  
 Powderman Helper  
 Power Buggy Operator  
 Power Tool Operator, gas, electric, pneumatic  
 Railroad Equipment, power driven, except dual mobile  
   power spiker or puller  
 Railroad Power Spiker or Puller, dual mobile  
**Rigger/Signal Person**  
 Rodder & Spreader  
 Compaction Equipment<sup>12</sup>  
 Trencher, Shawnee  
 Tugger Operator  
 Wagon Drills  
 Water Pipe Liner  
 Wheelbarrow, power driven  
**Remote Equipment Operator<sup>13</sup>**

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<sup>10</sup> This level includes a chemical “splash suit” and air purifying respirator.

<sup>11</sup> **TO INCLUDE:** Brakeman, Finisher, Vibrator, Form Setter.

<sup>12</sup> **TO INCLUDE:** All hand operated power compaction equipment.

<sup>13</sup> *i.e. Compaction and Demolition*

GROUP IV

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$23.20	**\$0.25	**\$0.25
ZONE 2:	\$24.20		

Air and Hydraulic Track Drill  
 Asphalt Raker  
 Brush Machine<sup>14</sup>  
 Caisson Worker, free air  
 Chain Saw Operator & Faller  
 Concrete Stack<sup>15</sup>  
 Guniting<sup>16</sup>  
 Hazardous Waste Worker (Level B)<sup>17</sup>  
 High Scaler  
 Laser Beam Operator<sup>18</sup>  
 Miner, Class "C"<sup>19</sup>  
 Monitor Operator, air track or similar mounting  
 Mortar Mixer  
 Nozzleman<sup>20</sup>  
 Pavement Breaker, 90 lbs. & over  
 Pipelayer<sup>21</sup>  
 Pipewrapper  
 Trenchless Technology Technician  
 Plasterer Tenders  
 Vibrators, ALL

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<sup>14</sup> TO INCLUDE: Horizontal construction joint clean-up brush machine, power propelled.

<sup>15</sup> TO INCLUDE: Laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high.

<sup>16</sup> TO INCLUDE: Operation of machine and nozzle.

<sup>17</sup> Uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit."

<sup>18</sup> TO INCLUDE: Elevation control.

<sup>19</sup> TO INCLUDE: Miner, Nozzleman for concrete, Laser Beam Operator and Rigger on tunnels.

<sup>20</sup> TO INCLUDE: Jet Blasting Nozzleman, over 1200 lbs., jet blast machine power-propelled, sandblast nozzle, Squeeze and Flo-crete nozzle

<sup>21</sup> TO INCLUDE: Working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper. *Including pressurized and non-pressurized ductile pipe, gravity pipe and HDPE (fused and non fused)*

GROUP V

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$23.48	**\$0.25	**\$0.25
ZONE 2:	\$25.48		

Drills with dual masts  
 Hazardous Waste Worker (Level A)<sup>22</sup>  
 Miner, Class "D"<sup>23</sup>  
 Welder, electric, manual or automatic<sup>24</sup>  
 Remote equipment operator

GROUP VI

(SAND HOGS UNDER COMPRESSED AIR CONDITIONS)

(Computed by multiplying the increase x 8 hr. shift and add total to previous rate)

			<u>6-1-09</u>		
Work	Hours	Over-Time	Zone 1	Zone 2	
Lbs.		Div.			
1-14	6	7 ½	\$180.40		
14-18	6	7 ½	185.33	Add	<b>Rates to be recalculated as needed</b>
18-25	4	7 ½	185.61		
18-22	6	10	207.47	\$16.00	
22-26	4	7 ½	189.93		
26-32	4	7 ½	192.55	per	
32-38	3	7 ½	195.51		
38-44	2	7 ½	196.92	shift	
Outside Lock & Gauge Tender			171.89		

GROUP VII

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$23.38	**\$0.25	**\$0.25
ZONE 2:	\$25.38		

Construction Specialist<sup>25</sup>

<sup>22</sup> This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

<sup>23</sup> TO INCLUDE: Raise and Shaft Miner, Laser Beam Operator on raises and shafts.

<sup>24</sup> TO INCLUDE: HDPE or similar pipe and liner

<sup>25</sup> TO INCLUDE: Work requiring special skills not addressed in the above classifications mutually agreed to between the Union and the Employer.

GROUP VIII

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:			
ZONE 2:			

Hod Carrier<sup>26</sup>

GROUP IX

	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$24.85	**\$0.25	**\$0.25
ZONE 2:	\$26.85		

Powderman

<u>GROUP X</u>	<u>6-1-09</u>	<u>6-1-10</u>	<u>6-1-11</u>
ZONE 1:	\$25.19	**\$0.25	**\$0.25
ZONE 2:	\$27.19		

Grade Checker

Traffic Control Supervisors: \$1.00 above highest rate supervised.  
 FOREMAN: *\$1.50 above highest rate supervised.*  
 GENERAL FOREMAN: \$1.50 above highest rate supervised.  
 (See Work Rule #2)

APPRENTICES

(PERCENTAGE COMPUTED ON GROUP II RATE):

<NOTE: At no time will apprenticeship rates exceed journeyman rates for the same classification>

STEP / HOURS	%	Zone 1 <u>6-1-09</u>	Zone 1 <u>6-1-10</u>	Zone 1 <u>6-1-11</u>	Zone 2
I 0-1000	60%	\$13.60			Add
II 1001-2000	70%	\$15.86			\$2.00
III 2001-3000	80%	\$18.13			to each
IV 3001-4000	90%	\$20.39			

<sup>26</sup> Wages, Fringes and Promotional Fund as per Spokane Masonry Association Agreement.



DISPATCH POINTS:

WASHINGTON

BRIDGEPORT	(Contact Pasco)
MOSES LAKE	(Contact Pasco)
LOCAL 348 - PASCO	
P. O. Box 1530, 99301	(509) 547-7553
LOCAL 238 - SPOKANE	(509) 328-6660
N. 1330 Calispel, 99201-2316	
WALLA WALLA	(Contact Pasco)

IDAHO

LOCAL 238 - LEWISTON	(Contact Spokane)
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DOUBLE BREASTING AND COMMON SITUS: If during the term of this agreement legislation is enacted which alters the present NLRB case law governing so called "double breasted operations" or alters the NLRB case law regarding so called "common situs picketing," and such case law creates a work stoppage initiated by the parties to this agreement on the Employers' projects, then upon written notification identifying the problems, either party to this agreement may declare this Agreement open for negotiations to discuss the terms and conditions contained.

SCHEDULE "B"  
LABORERS TRUST FUNDS  
HEALTH & WELFARE / PENSION / TRAINING  
LECET / POLITICAL ACTION /  
WA FAIR CONTRACTING FOUNDATION.

SECTION 1. HEALTH & WELFARE PROVISION. It is agreed that all Employers employing employees within the geographic area covered by this Agreement shall contribute a sum as listed in Schedule "A" for each hour worked by all employees performing work covered by this Agreement regardless of Union membership. Said contributions shall be made to the Northwest Laborers-Employers Health & Security Trust Fund in the manner set forth in the Trust Agreement of said Trust Fund. The details of the Health & Security Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signators to the Trust Agreement of the aforesaid Trust Fund. Each trustee appointed by the Union shall be a member of the Union, or a regular paid employee of the Union, and each trustee appointed for the Employer shall be a member of an affiliated signatory firm of the Chapters of the Associated General Contractors of America, Inc that has a history of hiring Laborers within the area of the Trust. The Trust Agreement, as amended, shall become a part of this Agreement.

SECTION 2.1 PENSION PROVISION. It is agreed that all Employers employing employees within the geographic area covered by this Agreement shall contribute a sum as listed in Schedule "A" for each hour worked by all employees performing work covered by this Agreement regardless of Union membership. Said contributions shall be made to the Washington-Idaho Laborers-Employers Pension Trust Fund in the manner set forth in the Trust Agreement of said Trust Fund. The details of the Retirement Plan established by this Trust shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signators to the Trust Agreement of the aforesaid Trust Fund. Each trustee appointed by the Union shall be a member of the Union, or a regular paid employee of the Union, and each trustee appointed for the Employer shall be a member of an affiliated signatory firm of the Chapters of the Associated General Contractors of America, Inc that has a history of hiring Laborers within the area of the Trust. The Trust Agreement, as amended, shall become a part of this Agreement. Contributions will be made on the same form as Health & Security payments.

SECTION 2.2 Commencing June 1, 2000, the Employers agree to make payments to the Washington-Idaho Laborers-Employers Excess Benefit Trust Fund, in the amount (if any) determined by the Trustees of the Excess Benefit Trust Fund. Such contributions to the Excess Benefit Trust Fund shall be an offset against the amounts otherwise due from the Employer to the Washington-Idaho Laborers-Employers Trust Fund pursuant to Section 2.1 above and the amount the Employer is obligated by this Agreement to contribute to the Washington-Idaho Laborers-Employers Pension Trust Fund shall be reduced by the amounts contributed to the Excess Benefit Trust Fund pursuant to the determination of the Trustees of the Excess Benefit Trust Fund. The parties agree that the Washington-Idaho Laborers-Employers Excess Benefit

Trust Fund will be a non-qualified defined contribution plan, which shall only provide benefits for current retirees under the Washington-Idaho Laborers-Employers Pension Plan whose benefit payments were reduced in the prior calendar year on account of Internal Revenue Code Section 415, and that such benefits will be payable only when and to the extent determined by the Trustees of the Excess Benefit Trust Fund. In the event, however, that the Internal Revenue Code Section 415 is repealed, modified or otherwise rendered moot by legislative action, this paragraph shall have neither force nor effect. In such event, the remaining articles and sections of this collective bargaining agreement shall be unaffected and shall otherwise remain in full force and effect.

**SECTION 3. TRAINING PROVISION.** It is agreed that all Employers employing employees within the geographic area covered by this Agreement shall contribute a sum, as listed in Schedule "A" for each hour worked by all employees performing work covered by this Agreement regardless of Union membership. Said contributions shall be made to the Northwest Laborers-Employers Training Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Training Program established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Union and the Chapters of the Associated General Contractors of America, Inc., who are signators to the Trust Agreement of the aforesaid Trust Fund. Each trustee appointed by the Union shall be a member of the Union or a regular paid employee of the Union, and each trustee appointed for the Employers shall be a member of an affiliated signatory firm of the Chapters of the Associated General Contractors of America, Inc that has a history of hiring Laborers within the area of the Trust. The Trust Agreement, as amended, shall become a part of this Agreement. Contributions will be made on the same form as the Health & Security payments.

**SECTION 4. LABORERS-EMPLOYERS COOPERATION & EDUCATION TRUST (LECET).** The Employer and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through Labor-Management Cooperation than through collective bargaining. To seek resolution of these mutual concerns and to advance mutual interests through Labor-Management Cooperative efforts, the Employer and the Union agree to participate in the Labor-Management Cooperation Committee described herein which is established in accordance with Sections 302(C) (9) of the Taft-Hartley Act.

The Employer shall contribute to the *Northwest LECET Cooperation Fund* as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including any extensions or renewal thereof. The Employer shall contribute to the Regional Cooperation Committee at the rate of five cents (\$.05) for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Employer shall submit all contributions to the Regional Cooperation Committee in accordance with the requirements of the Committee. The Employer and the Union hereby adopt the Agreement and Declaration establishing the Regional Cooperation Committee. Contributions will be made on the same form as the Health and Security payments.

The pro-rata costs of such forms, collection and accounting will be paid by the Committee to the fringe benefit administrator.

SECTION 5. CREDIT UNION PROVISION.

It is agreed that all Employers working within the geographic area covered by this Agreement shall subtract a sum, as listed in Schedule "A" from each employee's net pay check (after taxes), for each hour worked by its employees performing work covered by this Agreement regardless of Union membership. Said contributions shall be made to the appropriate affiliated credit union. Contributions will be made on the same form as Health & Security payments and the pro-rata cost of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

SECTION 6. DUES CHECK OFF. Upon presentation of a proper authorization form executed by the individual employee, the Employer agrees to deduct Union dues and remit same to the Union in accordance with applicable laws. The authorization forms shall be supplied by the Union.

SECTION 7. LABORERS' POLITICAL LEAGUE. The Employer agrees to deduct weekly and transmit monthly to the Laborers' Political League a sum, as listed in Schedule "A" for each hour worked from the wages of those employees who have voluntarily authorized such contributions on the forms provided for that purpose by the Union. The Union shall furnish the Employer with a copy of such form.

It is understood that the Employer will make these contributions on the same transmittal forms as are used for other fringe benefits.

SECTION 8. WASHINGTON FAIR CONTRACTING FOUNDATION

The Employer agrees to deduct weekly a sum, as listed in Schedule "A" for each hour worked and remit same to the Washington Fair Contracting Foundation. This sum per hour to be deducted from net wages. The contributions will be reported on the same transmittal form as is used for fringe benefit payments.

SECTION 9. In order to eliminate onerous book and record keeping burdens on the Employer, parties hereto, said Employers will make contributions to each of the funds by means of one check and one report to include all Funds. Pro-rata cost of the report form will be paid by the Funds equally. The Fund Administrator and the depository bank working jointly will distribute the contributions as outlined in the report and this Article.

SECTION 10. Such payment shall be made monthly on or before the 15th of the month following the month in which the hours were worked. Payments must be made on all compensable hours whether worked by Laborers hired by the Employer or by Laborers working for persons to whom the Employer has contracted or subcontracted work. All such contributions are for the benefit of Laborers working under this Agreement.

SECTION 11. It is agreed by the Employers within the area covered by this Agreement that this section covering the Employers' Trust Fund contributions shall continue as a separate written agreement including the legal remedies for collection of contributions during the period of negotiations for a new agreement, and may be enforced by the Trust Funds in either State or Federal Court, at the election of the Trust Funds.

SECTION 12. Fringe Option: Union option to take money from wages to apply to fringe benefits with thirty (30) days notice prior to any scheduled increase or anniversary date of this Agreement.

SCHEDULE "C"  
HIRING HALL

(A) The hiring of workers shall be done in accordance with the National Labor Relations Act as amended to date.

Discharging of employees upon request of the Union shall be in accordance with the National Labor Relations Act as amended.

(B) The Union shall establish non-discriminatory hiring halls and the Employer will use these halls as one source of applications for consideration for hire. Registration and referral of applicants shall be on a non-discriminatory basis without regard to race, color, sex, age or creed or to membership or non-membership in the Union and shall be in accordance with the following plan. The Union shall register all applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority Group for which he/she is qualified.

(C) The Employer retains the right to reject any job applicant referred from any source.

(D) Employers shall hire Laborers by calling the local Union in the area where the work is to be accomplished. Whenever the Employer requires Laborers on any job, he shall notify the local Union office either by personal contact, in writing, or by telephone stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workers required.

(E) For the purpose of this section, each party to a joint venture will retain his individual rights as an Employer.

(F) The following regulations will apply to the hiring and/or rehiring of applicants:

1) Requests by Employers for Laborers on the "A" or "B" List shall be honored without regard to the requested individual's place on the out-of-work list.

2) Employees being transferred from one local Union's jurisdiction into another local Union's jurisdiction shall check in and be cleared by the Local having jurisdiction over the project. Failure to comply with this provision may be grounds for the Union to request termination of said employee.

NOTE: Apprentices may not be transferred outside the area of the subcommittee's jurisdiction except when done in accordance with Subsection (G) (3) E.

3) Each Employer may request, in writing, signed by a principal of the company, individuals by name in each calendar year who are currently registered on the Union's C or D list on the following basis:

Employers employing less than 10 journeymen Laborers per calendar year may request one (1) individual by name; Employers employing more than 10 journeymen Laborers per calendar year may request two (2) individuals by name. In order for the Employer to qualify for this request, one (1) member from the local Union having jurisdiction of a project must be dispatched to that Employer under the terms of this Agreement. Additional requests may be honored by mutual written agreement between the Employer (Owner) and the Business Manager in the local area.

The preceding ratio shall not apply to foremen who have previously worked for the Employer as a Foreman, nor to any Foreman who has worked within the Eastern Washington-Northern Idaho area as a Foreman for at least 2000 hours. The Employer must notify the Union in writing of their intent to hire such individuals and the Union may require the Employer to provide proof of previous employment.

4) Preference will be given to qualified local resident workmen who have registered on the out-of-work list and the local supply of workers will be exhausted in their turn from the list before other workmen are employed.

5) Employers may request individuals to return to work regardless of the list they are registered on provided the individual has been employed by that Employer within the immediately preceding twelve (12) months.

(G) Realizing that employees working under this Agreement acquire certain rights through experience in the industry and acquire health and welfare benefits for themselves and their families, it is agreed that selection of applicants for referral will be on the following basis:

GROUP A: Effective January 1, 2003, Group A shall consist of:

All Laborers who have previously qualified for Group A list status under the terms of this Agreement.

Laborers who have successfully completed the Apprenticeship program, which consists of 320 hours of training and 4000 hours of covered employment.

Laborers who have been rated by the New Entrant Assessment (NEA) process as Journey Level Construction Craft Laborers.

Laborers who have worked at least 4000 hours under the terms of an agreement with a District Council as herein defined and have achieved a passing score at a level established by the NEA on the "Knowledge Assessment" portion of the assessment *or a "Classification Specific Knowledge Assessment" that is approved by the Training Trust.*

All other Laborers who have worked at least 4000 hours under the terms of an agreement with a District Council will qualify for Group A list status only in the classification(s) for which they have demonstrated proficiency through a history of employment.

GROUP B: Effective January 1, 2003, Group B shall consist of:

Individuals who are registered with and have been qualified by the JETC subcommittee and are signatory to a training agreement with the JATC. Such individuals shall register at the training office with the subcommittee. The area JATC shall determine the number of individuals accepted into the new entrant training program upon the recommendation of the subcommittee.

Individuals that do not successfully complete their apprenticeship will be denied use of all hiring halls within this District Council for a period of twelve (12) months from the date of their termination from the Program. Hours worked during their apprenticeship will not count toward any list status.

If at any time the indenturing of apprentices causes the Training Trust to be out of compliance with Affirmative Action requirements in any Local Union area, the Training Trust will indenture additional apprentices from their pool of eligible individuals, at the earliest opportunity, to get the Local Union back into compliance.

GROUP C: Effective January 1, 2003, Group C shall consist of:

All Laborers who have previously qualified for Group C status under the terms of this Agreement.

Laborers who have worked at least 200 hours under the terms of an agreement with this District Council.

GROUP D: All other individuals who are seeking employment and who are physically fit. Any individual who has previously failed to pass or complete the Pre-Construction Training (PCT) shall not be eligible to register on the D list.

The Hiring Hall shall make up and prepare the roster for preference of rehire by grouping all applicants who come within the above classifications and shall utilize the health and welfare and pension records in establishing these accrued rights based on length of employment. Each applicant for employment shall be required to furnish such data, records, names of employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registration as may be submitted to him. Applicants for employment shall also list any special skills as they may possess.

1) Referral of Applicants:

Applicants shall be referred from Group A, as qualified, in successive order as their names appear on the out-of-work list. (See Schedule "C" Hiring Hall (F) (1) pg. 32). This provision will apply to Group A registrants only. When Group A has been exhausted:

Dispatching of Group B Apprentices shall be in successive order as registered on the out-of-work list. When Group B has been exhausted:

Applicants shall be referred from Group C, as qualified, in successive order as their names appear on the out-of-work list. When Group C has been exhausted:

Dispatching of Group D registrants shall be in successive order as registered on the out-of-work list.

The employment of Apprentices shall be in accordance with the following ratios:

(A) Apprentices may be hired in the ratio of one (1) up to the first five (5) Laborers employed. The Employer shall then employ one Apprentice for each additional five (5) Journeymen Laborers employed. The proper ratio of journeymen to Apprentices will be maintained when reducing the work force and when transferring employees from project to project.

(B) When performing overtime or emergency work, journeymen Laborers will be given preference.

WORK DEFINED: By a single crew or on a crew by crew basis, and not to the job as a whole.

(D) The above ratio is subject to the availability of Apprentices.

(E) When Employers wish to transfer Apprentices from one project to another resulting in the need to transfer from one local Union to another covered by this Agreement, they must have permission of both local JETC subcommittees.

(F) In the housing industry, apprentices may be employed at the ratio of one (1) for each journeyman. For the purpose of this section, housing shall be defined as not to exceed four (4) story walk-up type apartments.

(G) If at any time a contractor requests that a named individual be indentured into the Apprenticeship program, that individual must first have taken and passed the Pre-Construction Training (PCT) course.

(H) When an apprentice is required to attend training necessary for maintaining and/or upgrading his/her status in the apprenticeship program, and such training necessitates the absence of the apprentice from a job for up to two (2) weeks, the Employer shall grant the apprentice leave from the job to satisfy the training requirement and restore his/her status on the job when the training is completed provided a position is available.

2) Any Employer who violates the hiring provisions of this Agreement may be denied further use of apprentices or preferential dispatching of Group A registrants.

Any question concerning a violation of the hiring hall provisions shall be determined by a joint hiring hall committee composed of an equal number of representatives of the parties

signatory to this Agreement.

3) When a registrant has been terminated as unsatisfactory or has been discharged for cause by at least three (3) employers within a twenty-four (24) month period, he/she may be denied further use of all hiring halls covered by the District Council provided the employers have furnished the District Council in writing the reasons for such terminations or discharges. Complaints concerning the applications of this procedure will be submitted in writing by the registrant for work within ten (10) working days of denial of hiring hall privileges and will be referred to a joint committee composed of equal representatives of the parties signatory to the Agreement for a decision.

4) If said layoffs or discharges are for the lack of necessary skills to perform assigned duties, additional training will be required before hiring hall privileges are restored in the classification in question. Complaints concerning the applications of this procedure will be submitted in writing by the registrant for work within ten (10) working days of denial of hiring hall privileges and will be referred to a joint committee composed of equal representatives of the parties signatory to the Agreement for a decision.

When a registrant has been terminated for failure to pass a substance abuse test, the individual shall be registered on the bottom of the appropriate out-of-work list for which he/she qualifies. Should the registrant be terminated a second time for failure to pass a substance abuse test, the registrant shall be denied use of all hiring hall facilities within the area of the District Council until he/she has successfully completed a State Certified drug/alcohol program or has been released by a State Certified Counselor, for employment purposes, while completing the program. Continued use of the hiring hall facilities will depend upon the individual remaining free of all prohibited substances as defined in the AGC-Labor Substance Abuse Program.

#### SCHEDULE "D" WORK RULES

1. OTHER CLASSIFICATIONS: All classifications not herein listed will be negotiated within ten (10) days of written notification by either party.

2. FOREMEN AND GENERAL FOREMEN: (A) A Foreman supervises a crew of workers and a General Foreman supervises multiple Foremen. The Contractor shall be the sole judge of the need for, the number of, and the responsibilities of Foremen and General Foremen. The Union shall in no way interfere with the performance of a Foreman or General Foreman in carrying out his responsibilities as directed by the Employer. There will be no restrictions in crafts to be supervised by a Foreman or General Foreman. Transportation will be provided to Foremen and General Foremen at the option of the Employer. (B) No Foreman or workmen from other crews or shifts can be transferred to replace existing crews in completing a job or work assignment which continues or requires overtime work. Nothing in this section shall prevent the expansion or reduction of a work crew by the Contractor.

3. Any employee working any portion of a shift in a higher rated classification shall receive the higher rate in one (1) hour increments with a minimum of one (1) hour. No Laborer referred to an Employer shall have his dispatched rate of pay reduced below that classification until after he has signed a voluntary reduction of classification. In the case of dispute over reduction in wages, a copy of the voluntary reduction slip shall be available to the Union.

4. WATCHMEN: The Employer may employ watchmen who may work on Saturdays and Sundays, and the rate for such employees for work performed on Saturday and Sunday shall be straight time, provided that such employees shall be given two (2) regularly established and consecutive days off during the week; and any work performed on the first such regular day off shall be paid for at one and one-half (1-1/2) times the regular rate, and any work performed on the second regular day off shall be paid for at double the regular rate. Employees covered under this provision will not be assigned to other classifications of work while so employed on Saturdays and Sundays.

5. RUBBER GEAR, RUBBER BOOTS & PROTECTIVE GLOVES: Where crews are assigned to tasks where job conditions require and where the individuals are working on a regular basis over a period of time, the items referenced in this rule shall be supplied on all jobs where needed, in suitable condition and sizes to fit each employee; these to be charged to the employee who is to guarantee their return, regardless of condition. Rubber gear will not be furnished to turn foul weather.

6. AIR TRACK DRILL OPERATORS: Air Track Drill Operators, when working off a Tugger or a condition of comparable hazard, shall have a Driller Helper.

7. BIT GRINDERS: Bit Grinders shall be employed at Air Track Driller rate.

8. WORK LIMITATIONS: There shall be no limitations as to the amount of work employees shall perform during their work day, nor shall there be any restrictions of the use of machinery, tools or materials furnished by the Contractor.

9. TRANSPORTING MATERIAL OR MACHINERY: Any employee engaged in the transportation of material or machinery on long hauls and held away from home terminal overnight, shall be paid the cost of his lodging and meals or a reasonable allowance, provided that the employee shall furnish receipts for same.

10. TUNNELS & SHAFTS (FREE AIR):

(A) By this reference the Shaft and Tunnel Code shall become a part of Schedule "A" as set forth in Schedule "A."

(B) There shall be a safety miner on all shifts, who shall see that the safety provisions of the Tunnel Code are carried out. A record of all inspections made on each shift shall be kept in triplicate: One copy for the Department of Labor; one copy for the company files; one copy for the Union.

(C) Unless otherwise mutually agreed between the Employer and the Union, there shall be a dry house, which shall have lockers, toilet facilities, showers, hot and cold running water.

(D) Eating in a shaft or tunnel will be permitted only with mutual agreement between the Union and the Employer.

(E) It is understood and agreed that time of each shift will start and end at the collar.

(F) In addition to the general provisions of this Agreement, the wage rates, classifications and conditions of this Agreement referred to as "Tunnels and Shafts," shall apply to all work, hereinafter defined as a Tunnel, Shaft and Raise.

**TUNNEL:** A tunnel is defined as an underground excavation (lined or unlined) subterranean in nature, whose length exceeds its width, the inclination of the grade of the excavation shall be no greater than 45 degrees from the horizontal; should the inclination of the grade from the horizontal exceed 45 degrees, the excavation as heretofore defined shall constitute a raise.

**SHAFT:** A shaft is defined as an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 45 degrees from the vertical, and whose depth is greater than its largest horizontal dimension.

#### 11. COMPRESSED AIR CONDITIONS:

(A) A probationary period shall apply to inexperienced men and they shall be paid \$2.00 less per shift than the stipulated rate for a period not to exceed two (2) weeks.

(B) Inside Lock Tenders same rate and hours as Pressure Men.

(C) Outside Lock Tenders and Medical Lock Tenders at same rate as Pressure Men except they shall work an eight (8) hours shift.

(D) Dressing Room Attendant and all other Outside Laborers at normal current contract conditions and rate applying to heavy and highway construction.

(E) There shall be a dry house which shall have lockers, toilet facilities, showers, running water and gear hooks.