

ASBESTOS ABATEMENT INDUSTRY AGREEMENT

2008-2013 AGREEMENT

PREAMBLE

This Agreement is made by and between _____ and the Washington and Northern Idaho District Council of Laborers.

This is a collective bargaining agreement between the above named contractor (hereinafter referred to as the "Employer"), and the Washington and Northern Idaho District Council of Laborers (hereinafter referred to as the "Union"), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the State of Washington and Northern Idaho.

ARTICLE 1 PURPOSE OF AGREEMENT

Section 1. The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts and to stabilize wages and working conditions in building, heavy highway construction and engineering work in the area affected.

Section 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. No agent or representative of either party has authority to make any promise, inducement or agreement contrary to the provisions herein.

ARTICLE 2 WORK AFFECTED

Section 1. This Agreement shall cover all Asbestos, Lead and Mold Abatement work associated or involved with any Highway, Building, Heavy Construction or Engineering project.

Section 2. For clarification, Heavy, Highway and Engineering projects are defined as follows: construction of railroads, street railways, roads, highways, streets, alleys, sidewalks, curbs and gutters, paving (portland cement or asphaltic concrete), airports, bridges, overpasses, sewers, water mains, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, aqueducts, channel cutoffs, jetties, breakwaters, harbor developments, docks, dry docks, piers, abutments, retaining walls, transmission lines, duct lines, subways, shafts, tunnels, excavation of earth and rock, power generating projects, reinforced earthwork, and all other heavy construction and engineering operations in connection therewith, and all site clearing, demolition work, pipeline and refinery work when covered by this Agreement.

Section 3. For further clarification, the term "Building" shall mean a building structure, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort and convenience.

ARTICLE 3 TERRITORY OF AGREEMENT

Section 1. This Agreement shall cover all asbestos abatement work performed within the territorial jurisdiction of the State of Washington and that area located north of the 46th parallel in the State of Idaho.

ARTICLE 4
EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall be effective commencing **June 1, 2008** and shall continue in force and effect through **May 31, 2013**. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superceded by a successor principal agreement, or terminated. For the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of, nor shall it in any way be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

Section 2. Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal.

Section 3. Any "Notice of Opening" or "Notice of Termination" given in hand within sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

Section 4. Notwithstanding the above, this agreement may be opened by either party on June 1, 2010, for the purpose of negotiating wage and fringe benefit rates set forth in Appendix 1, Schedule "A" only. Such opening shall be perfected by either party giving written "Notice of Opening" to the other not later than sixty (60) nor more than ninety (90) days prior to June 1, 2010.

ARTICLE 5
UNION SECURITY

Section 1. The employees shall become and remain members of the Union as a condition of employment from the seventh but not later than the eighth day of employment, or the effective date of this Agreement, whichever is later.

Section 2. It is further agreed that all Union members employed by the Employer shall maintain their membership in good standing in the Union.

Section 3. Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall upon the request of the Union in writing, result in the termination of such employee within two (2) working days, provided a replacement is available. **Termination in this Article shall be within seven (7) working days under any circumstance.**

ARTICLE 6
UNION RECOGNITION AND HIRING PROCEDURES

Section 1. The Employer will call upon the Local Union in whose territory the work is to be accomplished to refer qualified applicants for work in the classifications herein contained. In requesting applicants for work, the Employer shall notify the Local Union office either in writing or by telephone, stating the location, starting time, type of shift schedule (i.e., 5 days at 8 hours or 4 days at 10 hours), approximate duration of the job, the type of work to be performed, the number of employees required and their minimum qualifications. These qualifications may include:

- a. Asbestos Certification
- b. Lead Certification
- c. Lead Awareness
- d. Mold Awareness
- e. Fall Protection, Ladder and Scaffolding Card
- f. Physically able to perform manual labor

When the Employer has requested workers that have current asbestos physicals and/or fit tests, the Union will direct any applicant(s) not possessing them to a clinic named by the Employer for the testing prior to reporting for work. Upon notification by the Employer of the inability of an applicant to receive medical clearance, the Union will not dispatch the applicant to work covered by this Agreement until the applicant receives clearance.

Testing required on any current employee of the Employer will be considered time worked.

- A. All qualified applicants referred for work to an Employer shall provide to the Employer when reporting for work two pieces of identification, one of which has a picture of the applicant.
- B. All qualified applicants shall complete and sign W-4 and I-9 forms as requested by the Employer.
- C. An applicant who fails or refuses to submit this information or who provides false information when referred to an Employer shall be registered on the bottom of the appropriate out-of-work list for which the applicant qualifies.
- D. An applicant who, upon a subsequent referral to an Employer, fails or refuses to submit this information, shall be denied use of all hiring facilities within the area of this District Council, unless the applicant enters into a written agreement that the applicant will submit the information to Employers.

Section 2. When the Employer has placed a verbal or written order for referral of qualified workers from the Local Union and should a shortage of qualified applicants exist and they cannot be supplied by the Local Union within twenty-four (24) hours from the time workers ordered are required to report to the job, Saturdays, Sundays and holidays excluded, the Employer may then seek applicants from other sources. When an Employer so hires employees from sources other than the Local Union, the Employer shall notify the Union, giving the name and address and classification of the employees hired within five (5) days of the date of employment.

Section 3. The Employer shall have the right to reject any job applicant including those not qualified as defined in Section 1 above, but the applicant and the Local Union shall be entitled to the reason for such rejection in writing.

Section 4. Whenever an employee is discharged for cause, including failure to pass a substance abuse test, not able to perform the assigned work due to lack of skills or as unsatisfactory, the Employer agrees to send a termination notice, within fifteen (15) working days to the Union, stating the reasons for termination. If no notice of cause is provided, the individual shall be eligible for rehire without exception.

Section 5.1 General Termination: 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 shall 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. Members wishing to demonstrate that corrective action has been taken by them, and therefore should be allowed access to the hiring hall facilities, may petition the District Council' Executive Board for an opportunity to appear and give their position. **The burden is on the petitioning member to demonstrate that corrective action has been taken to remedy the issue(s) outlined in the termination letters. The District Council's Executive Board shall be the sole judge as to whether such corrective action is sufficient for reinstatement.**

Section 5.2 Skills Termination: When a registrant has been terminated for lack of possessing the necessary skills to perform assigned duties, by at least three (3) employers within a twenty-four (24) month period, satisfactory completion of additional training will be required before hiring hall privileges are restored in the classification in question.

Section 5.3 Substance Abuse Termination: The following provision applies only to those Employers using the AGC-Labor Substance Abuse Program or one that has been jointly negotiated with the Union. In order to protect the privacy of all employees, termination notices for failure of the drug test must be sent "Personal and Confidential" to:

Business Manager
Washington & Northern Idaho
District Council of Laborers
P.O. Box 12917
Mill Creek, Washington 98082-0917

When a registrant has been terminated and/or is deemed ineligible for rehire 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 and/or is deemed ineligible for rehire a second time within a twenty-four (24) month period for failure to pass a substance abuse test, the registrant shall be denied use of all hiring facilities within the area of the District Council until he/she has successfully completed a State certified drug/alcohol program or has been released for employment purposes by a State certified counselor, and continues to remain free of all prohibited substances as defined in the AGC-Labor Substance Abuse Program. **In order to determine compliance with this section, prior to having hiring hall privileges restored, the registrant must sign a privacy release to allow the Union to discuss and to exchange with the drug/alcohol program or counselor any necessary information pertaining to the registrant's case**

Section 6. Where Employers engage in a joint venture, individuals employed by a member company of the joint venture may be transferred to the job or called for by name by said member company of the joint venture within the territory covered by this Agreement.

Section 7. The referral procedure as contained herein shall be followed except:

Requests by the Employer for key personnel to act as supervisors or foremen shall be honored without regard to the requested employee's place on the out-of-work list. To qualify as a foreman under this section, the employee must actually perform the duties of a foreman.

Bona fide requests will be honored for individuals previously dispatched to the Employer when requested by name and whose name appears on the out-of-work list and who have been legally employed by the Employer in the area of the jurisdiction of the Local Union.

Note: Any individual who was previously hired illegally or improperly by the Employer, may not seek priority of dispatch under this section.

The Employer may bring present employees at its discretion into the geographic jurisdiction of the Local Union for each job. In such cases, the Employer transferring such employees from one local jurisdiction into another Local Union jurisdiction shall be required to check in and receive clearance from the Local Union having jurisdiction over the project. Failure to comply with this provision may be grounds for the Union to request termination of said employees.

Additionally, the Employer may request by name, regardless of their respective position in Group A, one (1) individual for each three (3) Laborers hired. (Exception for Central Washington only: one (1) individual for each one (1) Laborer hired.) The provision will apply to Group A registrants only.

Section 8. Apprentices: The employment of apprentices shall be in accordance with the following ratios:

- A. Apprentices may be hired in the ratio of one (1) apprentice for the first five (5) Laborers employed. After five (5) Laborers have been employed, one (1) apprentice shall be hired for each additional five (5) Journeyman Laborers employed.

NOTE: Employers may lose their training agent status with the State of Washington if they are found to be in violation of the established ratios.

- B. When performing overtime or emergency work, journeyman 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.

- C. The above ratio is subject to the availability of apprentices.
- D. 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.

NOTE: Apprentices may not be transferred outside the area of the subcommittee's jurisdiction except when done in accordance with subsection 8 D.

- E. At no time will apprentices' wage rates exceed those of journeyman for the same classification of work.
- F. If at any time a contractor requests that a named individual be indentured into the Apprenticeship program, that individual must first have been evaluated by the new entrant assessment program and passed the Pre-Construction training (PCT) course.
- G. 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, 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.
- H. On jobs requiring special skills, the Employer by mutual agreement with the Local Business Representative, may waive the above apprentice ratio, on a job by job basis.

ARTICLE 7 SUBCONTRACTORS

Section 1. The Employer agrees it will not subcontract or otherwise transfer in whole or in part any asbestos abatement 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 member of the Union 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 strike action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.

Section 2. Whenever the Employer is obligated to satisfy 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 the Union are unable to find qualified competitive union MBE-WBE subcontractors.

Section 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. Provided, however the Union and the Employer shall review the prices submitted before assigning the non-union subcontractor.

ARTICLE 8
HOLIDAYS

Section 1. Holidays recognized by this Agreement shall be New Year's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day and Christmas Day. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. A holiday shall be a twenty-four (24) hour period, beginning with the regular starting time of the first shift on the date of the holiday, unless otherwise mutually agreed to by the Employers and the Union. No work shall be performed on Labor Day except to protect life and property. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

ARTICLE 9
LUNCH PROVISIONS

Section 1. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour break for lunch. This lunch period shall not begin earlier than three and one-half (3-1/2) hours after the start of the shift. If they are required to work past five (5) hours, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked and they must then be allowed time to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half (1/2) hour of overtime.

Section 2 Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer. If not given the one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked

Section 3 Employees required to work more than five (5) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer. If not given the one-half (1/2) hour meal period, one-half (1/2) hour at the applicable overtime rate shall be added to the hours worked.

Section 4 In the event that the Employer establishes a ten (10) hour day, the first lunch period shall be at mid-shift. Employees' lunch period may be staggered during the period of three and one-half (3-1/2) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

Section 5 For the purpose of this Article the applicable overtime rate following a delay/missed meal, as noted above, shall be as follows:

- In the event the rate of the day is straight time, the applicable overtime rate will be time and one-half (1 ½) times the straight time rate of pay.
- In the event the rate of the day is time and one-half (1 ½), the applicable overtime rate will be two (2) times the straight time rate of pay.
- In the event the rate of the day is double time, the applicable overtime rate will be two and one half (2 ½) times the straight time rate of pay.

ARTICLE 10
PAY DAY

Section 1. Employees shall be paid in full prior to quitting time on the job site once each week (on the same day), unless the Union and Employer mutually agree to other arrangements but in no event shall more than five (5) days' (Saturday, Sunday and holidays excluded) wages be withheld. The Employer shall make arrangements with a local bank to cash regular out-of-state payroll checks.

If the regular pay day falls on a holiday, the employees shall be paid on the last regular work day before the holiday. **The check must be dated for the last regular work day before the holiday.**

If payment is not made expressly as provided herein, then the employee shall be paid for all waiting time until paid; waiting time to be paid at two (2) hours' pay at the appropriate hourly wage rate for each twenty-four (24) hour period.

An employee's pay check stub or attached statement shall contain an itemized statement showing the breakdown of straight time hours, overtime hours and all authorized deductions, and must indicate the name and address of the Employer.

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.

Section 2. Employees who quit shall be paid not later than the next regular pay period.

Section 3. When employees are laid off or discharged, they shall be paid in full immediately. In the event that the employee is not paid immediately, or by check within twenty-four (24) hours, he shall receive two (2) hours' pay for each twenty-four (24) hour period thereafter until said check is mailed to an address of the employee's choice or to the employee's local union if no valid employee address is available. The postmark on the envelope will determine if the check was mailed timely and will serve as the cutoff for any penalty. Saturdays, Sundays and recognized holidays are excluded from the twenty-four (24) hour periods for determining penalty. **Employees must notify the Union within three (3) working days after the payday, layoff or discharge to be eligible for penalty pay.**

ARTICLE 11 UNION REPRESENTATIVE

Section 1. Authorized representatives of the Union shall have access to the projects provided they do not unduly interfere with the work of employees, and that they fully comply with the safety and security procedures established for the project. On projects with restricted access, the Employer will cooperate with the Union officials in this regard as far as regulations or specifications permit. The Union will defend and hold harmless the contractor for the effects of entry by a union representative into an asbestos abatement work area if such is required.

ARTICLE 12 SETTLEMENT OF DISPUTES

Section 1. In cases of violation, misunderstandings or differences in interpretation of this Agreement, there shall be no cessation or stoppage of work. Both parties pledge their immediate cooperation to eliminate the above mentioned possibilities, and the following procedure in Section 2 is outlined for this purpose:

Section 2. Procedure for Settlement of Disputes:

Step One: In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the dispute shall promptly (not later than fifteen (15) working days), be referred to the authorized representative of the Union and the Employer or its authorized representative. Should they fail to effect a settlement, the matter shall proceed to Step Two

Step Two: The dispute shall be referred to a Board of Conciliation within fifteen (15) working days of which Board shall consist of two (2) persons who have no direct involvement in the dispute appointed by each party and if these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them the matter shall proceed to Step Three.

Step Three: The parties shall request a list of seven (7) arbitrators from the Federal Mediation & Conciliation Service or other acceptable service and shall alternately strike names until only one name remains. This person shall serve as the arbitrator to resolve the dispute. The expense of employing the arbitrator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs.

Any decision shall be within the scope and terms of this Agreement. It may also provide retroactivity not exceeding sixty (60) days and shall state the effective date. Decisions by the Board shall be rendered within twenty (20) days or at their discretion after the dispute is referred to them, and such decisions shall be final and binding upon all parties. By mutual agreement, the aforementioned time frames in this Article may be waived or extended.

ARTICLE 13
SETTLEMENT OF JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, no work stoppages or slowdowns or other interference with the work because of jurisdictional disputes.

Section 2. The Employer shall be responsible for all jurisdictional assignments. In issuing such assignments, the Employer shall be guided by area practice, decisions of record and jurisdictional agreements of record. Craft jurisdiction is neither determined nor awarded by classifications appearing in any labor agreement. All jurisdictional disputes shall, subject to Section 3 of this Article, be adjudicated in accordance with the current Plan for the Settlement of Jurisdictional Disputes.

Section 3. Where a jurisdictional dispute involves any Union or Employer not a party to the procedures established by the Impartial Jurisdictional Disputes Board and is not resolved between the Unions, it shall be referred for resolution to the International Unions, with which the disputing Unions are affiliated. The resolution of the disputes shall be reduced to writing signed by representatives of the International Unions, and the Employer will abide by the resolution. The disputed work shall continue as assigned by the Employer until the dispute has been resolved. The provisions of Section 1 apply to disputes covered by this paragraph.

Section 4. MUTUALLY AGREED TO WORK ASSIGNMENTS: The Employer explicitly assigns the following classifications to be performed exclusively by members of the Laborers Union at all times:

Asbestos Abatement, Lead Removal, Mold Removal, Remote Equipment Operator, Associated Demolition and Hazardous Waste Removal.

Section 5. MUTALLY AGREED TO TOOLS OF THE TRADE: The employer explicitly assigns the work classifications to be performed exclusively by members of the Laborers Union when used as tools of their trade:

ARTICLE 14
COMPOSITE CREWS

Section 1. The employer shall assign work on the basis of traditional work jurisdictional lines. It is recognized that on some jobs effective production will require the use of composite crews. When such circumstances exist, the employer and the representatives of the unions involved shall meet and mutually agree to the make-up of the crew on the basis of the amount of work involved for each union. In the performance of such work, all employees will perform the work they are assigned.

ARTICLE 15
STRIKES AND PICKET LINES

Section 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 12.

Section 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.

Section 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 16
SAFETY MEASURES

Section 1. The Employer and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement and shall have adequate shelters available where necessary, with heat, where the employees can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh drinking water will be available to the employees.

Section 2. The Employer will furnish all safety and protective equipment required; including, but not limited to, hard hats, eye protection, ear protection, respirators, protective clothing, safety harnesses and lanyards. The employee shall provide appropriate safety shoes. Where containment work is performed these shall be washable rubber boots with steel toes.

Section 3. Employees must immediately report all on-the-job injuries, accidents and damage, but in no event later than the start of their next shift or seventy-two (72) hours, whichever is less. Failure to do so may result in disciplinary action and could lead to termination.

ARTICLE 17
SAVINGS CLAUSE

Section 1. This Agreement is not intended to, and shall not be construed to permit acts which violate any valid Federal or State laws.

Section 2. If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, the remaining provisions and their application shall not be affected thereby. Provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to. In the event that the parties are unable to negotiate a replacement, the matter shall be resolved through the provisions of Article 12.

ARTICLE 18
HOURS OF WORK

Section 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, holidays other than Thanksgiving or owner requirements Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary makeup day at the straight time rate

C. Four ten (10) hour shifts at the straight time rate may be established on a project either Monday through Thursday or Tuesday through Friday. There will be no overlapping of four ten (10) hour shifts between crews or other crafts on the same project of the Employer. In the event the job is down due to weather conditions, holidays other than Thanksgiving or owner requirements then Friday (when working Monday through Thursday) may at the option of the Employer, be worked as a make-up day. In the event the job is down due to weather conditions, then Saturday (when working Tuesday through Friday) may at the option of the Employer, be worked as a voluntary make-up day. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.

D. No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a **voluntary** make-up day. **Provided they inform the Employer they will not be working.**

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 shall notify the Local Union prior to the start of the special shift work.

Section 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. The Employer shall notify the Local Union prior to the start of a two (2) shift operation.

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) times the straight time hourly wage 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) times the straight time hourly wage 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 "employee for employee" 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.

E. The Employer shall notify the Local Union prior to the start of a multiple shift (a two or three shift).

Section 3. General Provisions:

A. Call Out. When employees have completed their scheduled shift and are "called out" to perform special work of a casual, incidental or irregular nature they shall receive premium pay in accordance with the proper overtime rates with a minimum guarantee of two (2) hours' pay at the employee's overtime wage rate.

B. Tide Work. When employees are called out between the hours of 6:00 P.M. and 6:00 A.M. to work broken time on tide work, all time worked shall be at time and one-half (1-1/2) the basic hourly rate of pay, and a minimum of four (4) hours' pay at the employee's straight time wage rate. Except for the above, all tide work shall be worked in accordance with provisions of the general Agreement.

ARTICLE 19
OVERTIME

Section 1. Work performed in excess of eight (8) hours per day, or ten (10) hours per day when four-ten (10) hour shifts are established, or forty (40) hours per week, Monday through Friday, or outside the normal shift, and all work on Saturdays, except for make-up days, shall be paid at time and one-half (1-1/2) the straight time rate.

Section 2. All work performed on Sundays or Holidays **and work in excess of twelve (12) hours per day** shall be paid at double the straight time rate of pay.

Section 3. 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 in overtime situations.

ARTICLE 20
REPORTING AND MINIMUM HOURS PAY

Section 1. **Reporting pay: Employees reporting for work and not put to work shall receive two (2) hours pay at the regular straight time rate, unless inclement weather conditions prohibits work, or notified not to report at the end of the previous shift or two (2) hours prior to the start of a shift. Employer may require employees to remain at the jobsite for the two (2) hours to receive such reporting pay.**

It is understood that it shall be the responsibility of the Employer to secure from each employee a telephone number by which to be contacted. The Employer will make every effort to notify employees of inclement weather conditions. If the employee does not, at the Employer's request, furnish a telephone number or fails to inform the Employer of any change of number at which he may be reached, then the Employer shall be relieved of any responsibility of notification and shall not have to pay show-up time.

Section 2. Employees who work less than four (4) hours shall be paid four (4) hours they shall be paid a minimum of six (6) hours if required to work more than four (4) hours; they shall be paid eight (8) hours if required to work more than six (6) hours; and they shall be paid ten (10) hours if required to work more than eight (8) hours on a regularly established ten (10) hour shift. **When a shift is suspended due to inclement weather, after the two (2) hour minimum, employees shall be paid for actual time worked.**

Section 3. If any employee refuses to start work or if any employee stops work of his own volition, the minimum set forth in Section 2 above shall not apply.

Section 4. When employees are called out to work on overtime days and are not put to work, they shall receive pay for two (2) hours at the applicable overtime rate of pay. When employees are put to work on overtime days, they shall be paid the actual time worked at the overtime rate, however, the minimum shall be two (2) hours at the overtime rate of pay.

Section 5. When employees, including new hires, reporting for work arrive on the job unprepared to perform the work required (for example, under the influence of alcohol or drugs, **not possessing the right requested qualifications**, or inadequately clothed), the Employer shall not be expected to put such individuals to work nor shall they be entitled to reporting pay if not put to work. Reason for non-employment shall be in writing to the local union.

Section 6. It shall not be a violation of this Agreement when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation beyond the Employer's control that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests the employees to stand by, the employees will be compensated for the "stand by" time.

If such a condition continues, the Employer agrees to give two hours' timely notice to members of the next shift scheduled to report for duty. In the event that timely notice is not given, employees who report for work at their regular reporting time and are not put to work shall be paid "show up pay." Employees shall be required to maintain a current phone number with the Employer for notification purposes. Employees not doing so shall not be eligible for show-up pay.

Section 7. Any applicant who is required to report to the Employer's designated location for employment orientation shall be paid a minimum two (2) hours reporting time. Any applicant who is required by the Employer to travel more than 30 miles from the dispatch point to the employment orientation shall be paid a minimum of four (4) hours reporting time. The Employer who conducts the orientation at the job location and puts the applicant to work shall not be subject to the provisions of this Section (7).

This Article shall be subject to the grievance procedure set forth in Article 12.

ARTICLE 21 MANAGEMENT RIGHTS CLAUSE

Section 1. The Employer retains full and exclusive authority for the management of its operation unless otherwise limited by this bargaining Agreement. The Employer shall direct its working forces at its sole prerogative including, but not limited to hiring, promotion, transfer, layoff or discharge for just cause. The Employer shall utilize the most efficient methods or techniques of construction, tools or labor saving devices. There shall be no limitations upon the choice of materials or design except those imposed by safety and health considerations.

Section 2. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth.

ARTICLE 22 SPECIAL CONDITIONS

Section 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.

Section 2. In order to maximize the effect of this provisions, 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 23 PRE-DETERMINED WAGE RATE PROJECTS

Section 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 276A-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, the published hourly wage rate set forth in said public work at the time of bid shall apply for the first twenty-four 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 Agreement. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage rate for the duration of a project to exceed twenty-four months.

Section 2. Should the rates prevailed on a public works project be less than the negotiated rate, the Employer and the Union shall mutually agree before reducing the rates below the limits as set forth herein.

Section 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.

Section 4. In order to establish the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data, the employer may supply a copy of the certified payroll records for any public works project, in accordance with WAC 296-127-320.

For any private projects not covered by this law, the employer may provide the following information when requested in writing by the union: name and location of projects; hours worked in each classification; wages and fringe benefits paid.

ARTICLE 24
UNION DUES DEDUCTIONS

Section 1. Upon presentation of a proper authorization form executed by the individual employee, the Employer agrees to deduct Union dues from net pay after taxes and remit same to the Union in accordance with applicable law. It is understood the Employers will remit each month the Union dues deducted in accordance with this Article on the transmittal forms used for fringe benefit contributions and that the pro-rata costs of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

ARTICLE 25
EQUAL EMPLOYMENT OPPORTUNITY

Section 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.

Section 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 26
WASHINGTON FAIR CONTRACTING FOUNDATION

Section 1. The Employer agrees to deduct from the net pay (after taxes) of each employee performing work covered by the terms of the Agreement a sum as listed in Schedule "A" for each hour worked and remit same to the **Washington Fair Contracting Foundation**. 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.

ARTICLE 27
LABORERS' POLITICAL LEAGUE

Section 1. The Employer agrees to deduct weekly and transmit monthly to the Laborers' Political Action Fund three cents (3¢) 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.

Section 2. It is understood that the Employer will make these contributions on the same transmittal forms as are used for other fringe benefits.

ARTICLE 28
LABORERS-EMPLOYERS COOPERATION
AND EDUCATION TEAM

Section 1. 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 interest through Labor-Management Cooperative efforts, the Employer and the Union agree to participate in the **Laborers'- Employers' Cooperation and Education Team (LECET)** which is established in accordance with Section 302 (C)(9) of the Taft-Hartley Act.

Section 2. **The parties agree that the Employers shall contribute to LECET an amount provided in Schedule A for each employee covered by this Agreement. Said contribution shall become effective for hours worked starting January 1, 2006 and for each month thereafter for the term of this Agreement.**

Section 3. 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.

ARTICLE 29
SUBSTANCE ABUSE POLICY

Section 1. 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 to protect the reputation of Labor and Management and the employees.

Section 2. Consistent with these goals, the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A testing program, 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.

Section 3. Any grievance related to any Employer's substance abuse program shall be resolved through Article 12, Settlement of Disputes, of this Agreement

ARTICLE 30
LIGHT DUTY RETURN TO WORK

Section 1. The Employer may return an injured employee to light duty status when allowed by the employee's doctor. When such light duty work is available, light duty functions may not be work of another craft or work under classifications covered by the Master Laborers Agreement.

Section 2. At no time will the employee's total earnings be less than his/her full time loss compensation under industrial insurance. Further, the employee will be provided with a full fringe package, as per the collective bargaining agreement, over and above total remuneration.

Section 3. Should the employee on light duty have to be laid off due to no work available, the Employer will not adversely affect his/her ability to continue to receive loss time benefits from the Industrial Insurance Division of Labor and Industries (including self-insured employers), provided they are still medically eligible.

APPENDIX 1
SCHEDULE "A"
CLASSIFICATIONS AND WAGES

Section 1. The wage rates in the Schedules below shall become effective **June 1, 2008** and shall remain in effect until **May 31, 2013**.

WESTERN WASHINGTON

(Covers all work in the following counties: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, that portion of Pacific County north of a straight line made by extending the north boundary of Wahkiakum County west to the Pacific Ocean, Grays Harbor, Clallam, Jefferson, Mason, Kitsap, Island and San Juan.)

	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Level 1: Certified Journeyman Asbestos Worker	\$29.66	\$30.96	open***	open	open
Level 2: Apprenticeship Rates:					
0 - 1000 hours 60%	\$17.80	\$18.58	To		
2001 - 2000 hours 70%	\$20.76	\$21.67		Be Recomputed	
2001 - 3000 hours 80%	\$23.73	\$24.77		After	
3001 - 4000 hours 90%	\$26.69	\$27.86			Allocation
Level 3: Certified asbestos workers (Probationary up to 1000 hours)	\$10.00 - \$14.00				

A Level 3 individual can only be utilized for up to 1000 hours before going through the new entrant assessment process which will place him/her in the apprenticeship program or rate him/her as a journeyperson. Any Level 3 individual the employer wishes to retain that cannot qualify for the apprenticeship program or journeyperson status will receive graduated pay increases consistent with Level 2 and will receive Level 1 wages after 4000 hours. Level 3 individuals can be utilized at a ratio of one (1) level 3 asbestos worker for every two (2) level 1 journeyman asbestos workers employed on a job site. The Employer by mutual agreement with the Local Business Representative may waive the above ratio, on a job by job basis.

Fringe Benefit Rates:	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Health & Security	\$5.00	\$5.00	To		
Pension	\$3.00*	\$3.60*		Be Recomputed	
Apprenticeship/Training	\$.40	\$.40		After	
WALECET	\$.06	\$.07			Allocation

Wage Deductions: (These deductions are included in wage.)	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Credit Union ¹	\$1.00**	\$1.00**	Subject		
Union Dues	\$.75	\$.75		To	
LPL ²	\$.03 **	\$.03**			
Washington Fair Contracting	\$.04 **	\$.04**			Allocation

*Pension contributions are not required on Probationary employees **for the first 1000 hours.**

** Deductions are not required on Probationary employees **for the first 1000 hours.**

*** The **2010** wage/fringe packages require contract opening in **2010** in accordance with Article 4 for wages and fringe benefits only.

¹No deduction on Group 3 only.

²Voluntary deduction from net wages.

CENTRAL WASHINGTON

(Covers all work in the following counties: Chelan, Kittitas, Yakima and that portion of Douglas County lying west of the 120th Meridian.)

	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Level 1: Certified Journeyman Asbestos Workers	\$21.85	\$22.54	open***	open	open
Level 2: Apprenticeship Rates:					
0 - 1000 hours 60%	\$13.11	\$13.52	To Be Recomputed After Allocation		
1001 - 2000 hours 70%	\$15.30	\$15.78			
2001 - 3000 hours 80%	\$17.48	\$18.03			
3001 - 4000 hours 90%	\$19.67	\$20.29			
Level 3: Certified asbestos workers (Probationary up to 1000 hours)	\$10.00 - \$14.00				

A Level 3 individual can only be utilized for up to 1000 hours before going through the new entrant assessment process which will place him/her in the apprenticeship program or rate him/her as a journeyman. Any Level 3 individual the employer wishes to retain that cannot qualify for the apprenticeship program or journeyman status will receive graduated pay increases consistent with Level 2 and will receive Level 1 wages after 4000 hours. Level 3 individuals can be utilized at a ratio of one (1) level 3 asbestos worker for every two (2) level 1 journeyman asbestos workers employed on a job site. The Employer by mutual agreement with the Local Business Representative may waive the above ratio, on a job by job basis.

Fringe Benefit Rates:	<u>6/01/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Health & Security	\$5.00	\$5.00	To Be Recomputed After Allocation		
Pension	\$3.00*	\$3.60*			
Apprenticeship/Training	\$.40	\$.40			
WALECET	\$.06	\$.07			

Wage Deductions: (These deductions are included in wage.)					
Credit Union ³	\$1.00**	\$1.00**	Subject		
Union Dues	\$.75	\$.75			
LPL ⁴	\$.03**	\$.03**	To		
Washington Fair Contracting	\$.04**	\$.04**			Allocation

* Pension contributions are not required on Probationary employees **for the first 1000 hours.**

** Deductions are not required on Probationary employees **for the first 1000 hours.**

*** The **2010** wage/fringe packages require contract opening in **2010** in accordance with Article 4 for wages and fringe benefits only.

³No deduction from Group 3 only.

⁴Voluntary deduction from net wages.

SOUTHWEST WASHINGTON

(Covers all work in the following counties: Klickitat, Skamania, Clark, Cowlitz, Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean.)

	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Level 1: Certified Journeyman Asbestos Worker	open (W/F)	Subject ***			
Level 2: Apprenticeship Rates:				to	
0 - 1000 hours 60%	open				
1001 - 2000 hours 70%	open				
2001 - 3000 hours 80%	open				
3001 - 4000 hours 90%	open				Negotiations
Level 3: Certified asbestos workers (Probationary up to 1000 hours)					\$10.00 - \$14.00

A Level 3 individual can only be utilized for up to 1000 hours before going through the new entrant assessment process which will place him/her in the apprenticeship program or rate him/her as a journeyperson. Any Level 3 individual the employer wishes to retain that cannot qualify for the apprenticeship program or journeyperson status will receive graduated pay increases consistent with Level 2 and will receive Level 1 wages after 4000 hours. Level 3 individuals can be utilized at a ratio of one (1) level 3 asbestos worker for every two (2) level 1 journeyman asbestos workers employed on a job site. The Employer by mutual agreement with the Local Business Representative may waive the above ratio, on a job by job basis.

Fringe Benefit Rates:	<u>6/01/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Health & Security	\$5.00	Subject			
CIDFWP	\$.10				
Pension	\$3.00*				
Apprenticeship/Training	\$.40			To	
Credit Union*	\$1.00**				
PWLE	\$.02				
CAF	\$.03				
LECET	\$.05				Allocation

Wage Deductions:					
(These deductions are included in wage.)					
Union Dues	\$.75	Subject			
LPL ⁵	\$.03 **			to	
Fair Contracting Foundation	\$.03 **				Allocation

- * Contribution not required on Probationary employees **for the first 1000 hours.**
- ** Deduction not required on Probationary employees **for the first 1000 hours.**
- *** **The parties agree to accept the wage/fringe benefit increases as negotiated in the Southwest Washington Master Laborer Agreement for 2008 and 2009.**

⁵Voluntary deduction from net wages

EASTERN WASHINGTON/NORTHERN IDAHO

(Covers all work in the following counties: Adams, Asotin, Benton, Chelan, 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.

	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Level 1: Certified Journeyman Asbestos Worker	\$22.66	Subject ***			
Level 2: Apprenticeship Rates:				to	
0 - 1000 hours 60%	\$13.60				
1001 - 2000 hours 70%	\$15.86				
2001 - 3000 hours 80%	\$18.13				
3001 - 4000 hours 90%	\$20.39				Negotiations
Level 3: Certified asbestos workers (Probationary up to 1000 hours)	\$10.00 - \$14.00				

A Level 3 individual can only be utilized for up to 1000 hours before going through the new entrant assessment process which will place him/her in the apprenticeship program or rate him/her as a journeyperson. Any Level 3 individual the employer wishes to retain that cannot qualify for the apprenticeship program or journeyperson status will receive graduated pay increases consistent with Level 2 and will receive Level 1 wages after 4000 hours. Level 3 individuals can be utilized at a ratio of one (1) level 3 asbestos worker for every two (2) level 1 journeyman asbestos workers employed on a job site. The Employer by mutual agreement with the Local Business Representative may waive the above ratio, on a job by job basis.

Fringe Benefit Rates:	<u>6/01/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>	<u>6/1/12</u>
Health & Security	\$5.00	Subject			
Pension	\$2.30*		to		
Apprenticeship/Training	\$.40				
LECET	\$.05				Allocation

Wage Deductions: (These deductions are included in wage.)					
Credit Union ⁶	\$1.00 **	Subject			
Union Dues	\$.75				
LPL ⁷	\$.03 **		to		
Washington Fair Contracting	\$.04 **				Allocation

- * Pension contributions are not required on Probationary employees **for the first 1000 hours.**
- ** Deductions are not required on Probationary employees **for the first 1000 hours.**
- *** **The parties agree to accept the wage/fringe benefit increases as negotiated in the Eastern Washington Master Laborer Agreement for 2009.**

Section 2. Foreman: When one of the Laborers is designated to act as Foreman, he/she shall receive **\$2.00** per hour above the highest Laborers' classification supervised. It is the intent of the parties when Laborers are employed in groups, where in the opinion of the Employer a foreman is required, they shall be supervised by a Laborer Foreman covered by this Agreement and he shall be a working foreman.

When one of the Laborers is designated to act as General Asbestos Foreman over two (2) or more crews, he/she shall receive a minimum of **\$2.00** per hour above the highest paid Laborer Foreman.

⁶No deduction from Group 3 only.

⁷Voluntary deduction from net wages.

Section 3. Fringe Option: Union option to allocate up to 50% of any negotiated increase or \$.40, whichever is greater, from wages to apply to fringe benefits with thirty (30) days' notice prior to any anniversary date of this Agreement.

APPENDIX 1
SCHEDULE "B"
FRINGE BENEFITS

Section 1. Health and Security: 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 and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and 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 signatories 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 firm of the Chapters or a regular paid employee of the Chapters of the Associated General Contractors of America, Inc. The Trust Agreement, as amended, shall become a part of this Agreement.

Section 2. Pension: 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. Contributions for work in Western/Central and Southwest Washington shall be made to the Western Washington Laborers-Employers Retirement Fund in the manner as set forth in the Trust Agreement of the said Trust Fund. Contributions for work in Eastern Washington shall be made to the Washington-Idaho Laborers-Employers Retirement Fund in the manner as set forth in the Trust Agreement of the said Trust Fund. The details of the Retirement Plans established by these Trusts shall continue to be controlled and administered by Joint Boards of Trustees composed of equal representation from the Union and the Chapters of the Associated General Contractors of America, Inc., who are signatories to the Trust Agreements of the aforesaid Trust Funds. 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 firm of the Chapters, or a regular paid employee of the Chapters of the Associated General Contractors of America, Inc. 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 3. Training: 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. Contributions shall be made to the Northwest Laborers-Employers Training Fund in a manner as set forth in the Trust Agreement of the said Trust Fund. The details of these Training Programs established by these Trust Funds shall continue to be controlled and administered by Joint Boards of Trustees composed of equal representation from the Union and the Chapters of the Associated General Contractors of America, Inc., who are signatories 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 firm of the Chapters or a regular paid employee of the Chapters of the Associated General Contractors of America, Inc. 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 4. CREDIT UNION PROVISION. As a deduction from the wage rates listed in the Schedule "A" attached hereto, the Employer shall pay into the appropriate credit union, effective June 1, 2002, a sum equal to one dollar (\$1.00) per compensable hour paid for each Laborer covered by this Agreement. Such payments shall be made monthly on or before the 15th of the month following that for which the contribution is being made and shall be deposited in a Bank or Banks delegated to accept the other funds listed in this Article.

The purpose of these contributions is to create individual share accounts in the Credit Unions for each Laborer covered by this Agreement.

The details concerning the administration of the Credit Union shall be as stated in their charter and bylaws, and any amendment thereto which may be approved by the National Credit Union Administration or

Washington State Credit Union Administration. Neither the Employer Associations, nor an individual Employer, nor the Union shall participate in the administration of said Credit Union.

It is understood that the Employers will make these contributions on the same transmittal forms as are used for the other fringes and that the pro-rate cost of such forms, and of the collection and accounting thereof will be deducted from the contributions and be paid to the fringe benefit administrator; and the balance remaining will be credited to the individual share accounts.

It is further understood that the Credit Union deduction from the employee's wages shall be from the net wages after payroll taxes have been deducted from the gross wages.

It is further understood that the charter and bylaws of the Laborers' appropriate credit union will be amended to extend membership to all Laborers covered by this Agreement.

Section 5. Economic Action: In the event an Employer fails to make the monetary contributions in conformity with this section of the Agreement, the Union is free to take any economic action against such Employer it deems necessary, including, but not limited to, the removal of all employees covered by this Agreement, and such action shall not be considered a violation of this Agreement. The Union shall give the Employer at least forty-eight (48) hours notice before such action is taken on any project.

Section 6. Rights of Parties: It is understood that the Union and Employer Associations are principal parties to all Trust Agreements and are, therefore, entitled to full information on the action of the trustees and the operation of the Trust.

Section 7. Trust Agreements: The individual Trust documents are part of this Agreement as if included herein, but may be amended during the term of this Agreement and such amendments when adopted by the parties shall also become part of this Agreement.

Section 8. Consolidation Study: The trustees may have a study made to see if it would be beneficial to the funds and their recipients if any or all of the trusts were consolidated or merged with the Trust Funds of any other Trusts. If the study shows that a consolidation or merger would be beneficial, then the Bargaining Committee will consider such merger. The trustees have the authority to investigate, evaluate and present their recommendations to the negotiating committee regarding merger, consolidation, amalgamation, joinder or other similar situations. The trustees' authority, in this respect, shall be limited to the power to prepare and recommend agreements to consummate the same and to recommend the transfer of the monies and properties of the said Trust Fund or Funds to any successor trust.

Section 9. 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 10. Notwithstanding the terms of any local union negotiated agreement, an Employer signatory to this Agreement shall make the fringe benefit contributions for the Employer's key men to the trust funds designated by the key men as their home trust funds, and shall not be obligated to contribute for the key men to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the key men for those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. The key employees for whom contributions are made in accordance with this Section to their designated home trust funds shall look only to those trust funds for benefits.

APPENDIX 1
SCHEDULE "C"
TRAVEL REMUNERATION

Section 1. Projects located in sparsely populated or geographically remote areas where the Employer and the Union agree that travel payments are in the best interest of the project shall be subject to negotiation to determine if such payments would be mutually beneficial and, if so, the amount and method of application of such payments. When possible, negotiations should take place prior to bidding of jobs. Negotiations can be initiated by either party.

APPENDIX 2
CRAFT WORKING RULES

Section 1. Shop Steward: There will be no discrimination against any workmen because of past or present union activities or because of race, creed, sex, age or color. However, no workman, unless he has been designated as the working steward on the job, is to use the Employer's time for union activities. The Employer shall be informed of the names of the appointed stewards.

The authority of the job steward shall be limited to the investigation of complaints which may be in violation of this collective bargaining agreement. He shall present such findings to the Union Agent for processing.

No steward shall be allowed to solicit membership in this organization or to collect any monies from any employees, nor shall they have any authority to take strike action or any action interrupting the Employer's business, and shall perform work of the Employer to the same extent as other employees.

When an Employer or superintendent deems it necessary to discharge an appointed working steward during the course of a job, he/she will, to maintain harmony, inform the Union beforehand of the necessity of such action.

Section 2. Union Notification: When an Employer moves into a territory away from his home area to begin a new project, he/she will notify the Local Union in whose territory he/she is to perform the work prior to starting said project.

Section 3. Termination Notices: Upon termination, each **employee** will be given a termination notice. **If they** are not eligible for rehire **the** reasons **will be** stated.

Section 4. A pre-job conference may be held if requested by either party.

Section 5. Employer shall supply all tools.

APPENDIX 3
OPERATION OF LOCAL UNION HIRING HALLS

Section 1. In order to maintain employment and preserve workable labor relations, as well as to insure accomplishment of private and public work, the following shall prevail:

A. It is recognized within the construction industry that the Union and the Employer have jointly developed a pool of qualified and safety trained workers.

B. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction.

C. The recruitment of employees shall be the responsibility of the Union and its Local Unions will maintain offices or other designated facilities for the convenience of the Employer and for job applicants.

D. Selection and referral of applicants for jobs shall be on a non-discriminatory basis and shall in no way be affected by race, color, age, sex or creed, nor by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

E. 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:

The Union shall maintain a list of applicants in the Union office or designated point, who are out of work and available for employment to include their qualifications as described in Article 6, Section 1 of this Agreement.

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 is qualified.

LEVEL 1

Effective June 1, 2005 Level 1 shall consist of:

- A. All certified applicants who qualify for Group A list status under the AGC-Laborers' Industry Agreement.
- C. All certified applicants who have been previously dispatched at journeyman asbestos worker rates prior to June 1, 2005.
- C. Certified applicants who have worked at least 4,000 hours for an employer signatory to this Agreement.

LEVEL 2

Effective June 1, 2005, Level 2 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 Joint Apprenticeship Training Committee. 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.

LEVEL 3

Effective June 1, 1995 Level 3 shall consist of:

All other individuals who are seeking employment and who possess a current asbestos abatement certification.

F. The Hiring Hall shall make up and prepare the roster for 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.

G. Definition of Employer. "Employer" under this Article means, (1) any Employer party to the Agreement, or (2) any Employer who employs Laborers under the terms of this Agreement and is a contributing employer within the meaning of the Health and Welfare and Pension Plans.

H. Referral of Applicants: Subject to the limitations referenced in Article 6, Section 7, applicants shall be referred from Level 1, as qualified, in successive order as their names appear on the out-of-work list. When Level 1 has been exhausted:

Dispatching of Level 2 apprentices shall be in successive order as registered on the out-of-work list. When Level 2 has been exhausted:

Applicants shall be referred from Level 3, as qualified, in successive order as their names appear on the out-of-work list.

I. It shall not be a violation of this Agreement for the Hiring Hall dispatching officer to refer employees to a job which is located outside of a metropolitan area whose residence is in close proximity to that job even though their priority on the out-of-work list may not be as great as some other employee living at a greater distance.

J. There shall be no discrimination by the Employer or the Local Union, with respect to recruitment, referral, hiring, tenure or discharge of any applicant or workmen and any requirement as to membership or non-membership in any Union shall be in accordance with the National Labor Relations Act of 1947 as amended.

K. There shall be no discrimination by the Employer or the Local Union, with respect to recruitment, referral, hiring, tenure or discharge of any applicant or workmen because of race, color, sex, age or creed and both the Employer and Local Union agree to abide by Presidential Orders, Federal Laws or State Laws providing for non-discrimination in employment.

L. It is the intent of the Employer and of the Union by these procedures to fully comply with the National Labor Relations Act of 1947 as amended and the regulations and criteria of the National Labor Relations Board.

M. The Union and each Local Union shall post in their main offices all provisions relating to the referral and hiring provisions of this Agreement.

For the Employer:

**For the Union:
WASHINGTON & NORTHERN
IDAHO DISTRICT COUNCIL
OF LABORERS**

By: _____

By: _____
**David J. Letinich, Business
Manager and Secretary
Treasurer**

Date: _____

Date: _____

WASHINGTON AND NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS

MEMORANDUM OF UNDERSTANDING

FOR

ASBESTOS ABATEMENT INDUSTRY AGREEMENT

The parties agree that the following conditions of employment shall become a part of this agreement and may be used as stated unless prohibited by Washington State Prevailing Wage Law.

When contract specifications require that the work can only be performed on weekends, employees may be worked at straight time rates provided that they be allowed two (2) consecutive days off each week. If these employees 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 for all hours worked.

The Employer will notify the employees prior to requiring them to work under the terms of this memorandum and agrees to provide documentation of the contract specifications, if available, when requested by the Union.

IN WITNESS WHEREOF this Agreement has been executed by the Washington and Northern Idaho District Council, Laborers' International Union of North America, and its local unions party hereto, and certain individual contractors.

For the Employer:

For the
Washington and Northern Idaho
District Council, Laborers'
International Union of North
America:

David J. Letinich, Business Manager
& Secretary-Treasurer

Date: _____

Date: _____

ADDENDUM

L.P.L. PAYROLL CHECK-OFF AUTHORIZATION

I hereby authorize and direct each employer signatory to an agreement with the Laborers' International Union of North America or any of its affiliates for whom I work to deduct from my paycheck .03¢ for each hour worked every pay period and to remit such amount to the Laborers' Political League ("LPL") at such times as other remittances are made to the Union.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to LPL are not conditions of membership in the Union or of employment with any employer, that I have a right to refuse to sign this authorization and to contribute to LPL without reprisal and that LPL will use the money it receives to make political expenditures and contributions in connection with federal, state and local elections. I also understand that this amount of money is merely a suggested guideline, that I am free to contribute more or less than this amount by any lawful means other than this check-off and that the Union cannot favor or disadvantage me because of the amount of my contribution or my decision not to contribute.

This authorization shall remain in effect until revoked by me in writing.

Date

Signature

WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS

MEMORANDUM OF UNDERSTANDING

FOR

ASBESTOS ABATEMENT

PRIVATE SECTOR WORK

THIS MEMORANDUM, effective the first day of June 2005 by and between the WASHINGTON AND NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS, hereinafter referred to as the "Union" and the undersigned Employer, hereinafter referred to as the "Employer."

1. Competitive Conditions. The parties listed below agree that this Memorandum of Understanding for Private Sector Work is provided for the purpose of giving the signatory contractor the opportunity to be competitive in negotiating and bidding in the private sector limited to the scope listed in paragraph 4 below.
2. Adoption of Master Labor Agreement: The parties agree to be bound by, to adopt and incorporate all of the terms and conditions of the Asbestos Labor agreement, except as provided in this Memorandum of Understanding.
3. Notification: The Employer shall notify the affected Local Union when work is to be performed under this Memorandum prior to starting work. Failure to notify the Union will result in the payment of 100% wage rates until the Union is properly notified in writing.
4. Coverage: This Memorandum shall cover all asbestos projects whose value is \$1,000,000 or less. It shall not cover any asbestos project on which all bidders are signatory to the Laborers' Asbestos Abatement Industry Agreement.
5. Fringe Benefits: Fringe Benefits shall be 100% of those listed in the Master Labor Agreement during the term of this Agreement.
6. Wage Rates: The wage rates covered by this Understanding shall be equal to eighty-five percent (85%) of those wage rates established by the Asbestos Labor Agreement.
7. Working With Other Crafts: The Employer and the Union agree that when the Laborers are working on the same payroll as any other craft who is receiving a higher percentage scale, then those Laborers will also receive the higher percentage scale.

FOR THE UNION:

FOR THE EMPLOYER:

WASHINGTON & NORTHERN IDAHO
DISTRICT COUNCIL OF LABORERS

By: _____
David J. Letinich, Business Manager &
Secretary-Treasurer

By: _____

Date: _____

Date: _____