

SOUTHWEST WASHINGTON LABORERS

(Heavy-Highway-Utility-Building)

LABOR AGREEMENT

June 1, 2005 to and including May 31, 2009

BETWEEN

OREGON-COLUMBIA CHAPTER

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

AND

**THE WASHINGTON & NORTHERN IDAHO
DISTRICT COUNCIL OF LABORERS**

PREAMBLE

ARTICLES OF AGREEMENT

THIS AGREEMENT, made and entered into as of the first day of **June, 2005** for the period **June 1, 2005 to May 31, 2009** by and between certain members of the OREGON COLUMBIA CHAPTER of the ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC. (AGC), whose names are set forth in Schedule "B", and referred to as the Employer or Contractor,

and

THE WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS, for themselves and on behalf of the local unions whose names are set forth in Schedule "C" or any supplement thereto, and hereinafter referred to as the "Union."

For purposes of this Agreement, the Associated General Contractors is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is acting for and on behalf of the Employers who have individually requested the Associated General Contractors to act as their individual and separate bargaining agent in individual Employer units.

The Agreement constitutes a continuation and extension of the contractual relationship heretofore existing between the Contractor, the AGC, and the Union as evidenced by prior labor agreements between the AGC and the Union.

ARTICLE 1

DEFINITIONS

- A. ASSOCIATION.** The term "Association" as used herein shall mean the Oregon-Columbia Chapter, The Associated General Contractors of America, Inc.
- B. EMPLOYER.** The term "Employer" as used herein shall mean the members of the Association whose names are set forth in Schedule "B" or any supplements thereto and employers who are not members of the Association but who have subscribed to terms and conditions of this Agreement.
- C. EMPLOYEE.** The term "Employee" as used herein shall mean any person, without regard to age, race, creed, color, sex or national origin who is employed under the terms of this Agreement by an Employer.
- D. WORKER.** The term "Worker" as used herein shall mean any person without regard to age, race, creed, color, sex or national origin who is in the labor market.
- E. UNION.** The term "Union" as used herein shall mean the Washington & Northern Idaho District Council of Laborers of the Laborers' International Union of North America, representing and acting for all their local unions whose names are set forth in Schedule "C" or any supplements thereto.

ARTICLE 2

PURPOSES OF THIS AGREEMENT

- 2.1** The purposes of this Agreement are to promote the settlement of labor disagreements by conference, in accordance with Articles 34 and 35, Settlement of Disputes Procedures, to prevent strikes and lockouts, to prevent avoidable delays and expense. Both parties pledge their efforts to these purposes.

ARTICLE 3

TERRITORY

3.1 This Agreement shall cover the following area in the State of Washington: The counties of 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, and the Pacific Ocean bordering this Agreement within the territorial limits of the United States.

ARTICLE 4

WORK AFFECTED DEFINED

4.1 This Agreement shall cover and apply to all on site activities of the Employer in the area and territory named in Article 3. This Agreement shall also cover and apply to all subcontractors of the Employer at whatever tier in the area and territory named in Article 3, subject to and in accordance with the provisions of Article 7, titled "Subcontractors and Other Employers."

To clarify the scope of this Labor Agreement and to thereby avoid future misunderstandings, highway and heavy construction work is defined as including, but not limited to, the following: Construction of roads, streets, highways, alleys, sidewalks, guard rails, fences, parkways, parking areas, athletic fields, airports, railroads, railways, bridges, overpasses, underpasses, grade separations, grade crossings, track elevations, elevated highways, sewers, water mains, foundations, piledriving, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, aqueducts, channel-cutoffs, jetties, breakwaters, harbor developments, docks, piers, abutments, retaining walls, transmission lines, pipelines, duct lines, subways, shafts, tunnels, excavation of earth and rock, clearing and grubbing, land leveling, quarrying, grading and paving, airport grading, electric telephone and TV cable transmission lines, (both above and below ground), (opened ditch and/or plowed), all common ditches, locks, drilling, demolition and site clearing, industrial plant construction other than building construction as defined below, including operation, maintenance and/or repair of land and floating plant equipment, vehicles and other facilities used in connection with the described work and services, including but not limited to by inference or otherwise is work relating to off shore drilling and pipelines, handling of ammunitions, loading and unloading of trucks, railcars, planes, barges and ships, and all other work of similar nature.

4.2 Building construction is defined as construction of any building structure, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort and convenience.

The building conditions of the Agreement shall apply to the construction of all buildings starting with footings and/or foundation walls.

The building conditions of this Agreement shall not apply to the construction, repair, alterations or razing of any buildings incidental to heavy, highway, or utility construction projects as described in Section 4.1 above, except the construction of permanent residential housing constructed at the site of these projects.

4.3 In the event of any disagreement between the parties hereto as to the proper classification of any project, said dispute shall be resolved under the Settlement of Disputes procedure of this Agreement.

4.4.a. It is expressly understood and agreed by all parties hereto that the Association does not purport to represent through this Agreement any individual, firm or corporation engaged in a commercial operation of material processing and supplying, therefore, such commercial operations of material processing and supplying to and including the first drop at the job site, are specifically excluded from coverage of this Agreement. If the first drop at the job site includes the distribution of material to numerous locations in the close proximity of the point of installation and the distribution work described is assigned to the building trades, it is understood the Laborers lay claim to this work.

4.4.b. It is further agreed, however, that where and when operations of material processing are established at the direction of the Employer as a part of the construction contract for the purpose of supplying materials to the Employer for his construction work, such operations shall be covered by this Agreement in accordance with this Article. It is also expressly understood and agreed that this Agreement shall apply in accordance with this Article to the operation of quarries, sand and gravel plants, pre-cast and pre-stress plants, asphalt plants, ready-mix concrete or batch plants established by an Employer or subcontractor to process or supply material for the Employer or when any such operation is established primarily to supply materials to the Employer.

4.5 This Agreement covers all work described in this Article performed by the Employer, its successors, and/or assigns.

4.6 Craft jurisdiction is neither determined nor awarded by classification or scope of work coverage in any AGC Labor Agreement.

ARTICLE 5

EFFECTIVE DATE-DURATION-MODIFICATION

5.1 When executed by parties hereto, the terms and conditions of this Agreement shall become effective **June 1, 2005**, and shall remain in full force and effect through **May 31, 2009**. The "no-strike, no-lockout" provisions of the Agreement shall remain in full force and effect during the entire **four (4) year** duration of this Agreement. The monetary considerations, i.e. wages, fringe benefits, etc., shall be as set forth in Schedule "A" for rates to be effective **June 1, 2005**.

5.2 Any party hereto desiring termination or modification of the Agreement to take effect **June 1, 2009**, must serve, by Certified Mail/Express Mail written notice to the other of a desire to change, amend, modify or terminate this Agreement on or before **March 1, 2009**. If no such written notice is given, this Agreement shall continue in full force and effect from year to year. It is agreed that in the event that either party should exercise its rights under this paragraph to amend or modify, the parties will, for a period of ninety (90) days prior to the expiration of the Agreement, bargain exclusively with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

5.3 If no Agreement has been entered into at the expiration of said ninety (90) day period, this Agreement shall continue in full force and effect until a new Agreement is reached or either party notifies the other by Certified Mail/Express Mail of termination. If such termination notice is given, its effective date must be more than twenty-four (24) hours after the other party receives such notification.

ARTICLE 6

CRAFT JURISDICTION

6.1 The work covered by this Agreement shall be that which is recognized as properly coming under the jurisdiction of the Laborers' International Union of North America. (See Article 34 - Jurisdictional Disputes)

ARTICLE 7

SUBCONTRACTORS AND OTHER EMPLOYERS

7.1.a. A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Employer or joint venture covered by the terms and conditions of this Agreement shall subcontract any job site work to a subcontractor or employer who is not signatory to this Labor Agreement except as provided below. The Employer or joint venture shall be held responsible for the payment of Wages, Travel Pay, Pension, Health and Welfare, Credit Union, Dues Deduction, Training, PWLE, CAF and FCF incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions, except as provided below.

7.1.b. Section 7.1.a. shall not be operative when potential union subcontractors are not available. When a subcontractor is not signatory to a labor agreement, there shall be a pre-job conference between the Local Union, a representative of the District Council, the Contractor, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

7.1.c. In order to comply with this article, the Union may make available an agreement for the duration of the project or subcontract to cover only the subcontracted work.

7.2. In the event an Employer is unable to find qualified competitive union MBE-WBE subcontractors when the Employer is obligated to satisfy MBE-WBE recruiting requirements, the Union and the Employer shall waive this article provided that the applicable portions of Section 7.1.b, 7.1.c or Section 7.3 are complied with by the Employer and the Union

7.3. Where the general contractor receives bids that show the non-union subcontractor five percent (5%) or more lower than the union subcontractor, the Employer and the Union shall waive this Article, provided however the pre-job conference referred to in Section 7.1. b above is utilized, the Union and the Employer shall review the prices submitted before signing the non-signatory subcontractor.

7.4. A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as part of the furnishing or delivery of material, supplies, or equipment, does any work at the job site, shall be a party to a collective bargaining agreement with the Union, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, he/she shall not perform any job site work except that deliveries may be made by such vendor to job site.

ARTICLE 8

MUTUAL RECOGNITION AND UNION MEMBERSHIP

8.1. The Association recognizes the Union as the sole collective bargaining agent for all workers and employees falling within the jurisdiction of this Agreement and the Union recognizes the Association as the sole bargaining agent for its members as listed on Schedule "B" hereof and supplements thereto. The jurisdiction of this Agreement shall not include employees of the Employer as defined and excluded by the Labor Management Relations Act of 1947, as amended, or their transportation (it is further understood that the employees so listed as excluded from this Agreement shall not be employed to use the tools of the craft or to perform the work covered by this Agreement).

8.2. All employees employed by the Employer to perform work within the properly determined craft jurisdiction of the Union involved shall become members of such Union not later than the eighth day following the beginning of such employment or since the inception of this Agreement, and thereafter shall maintain membership in good standing in said Union as a condition of employment subject, however, to the provisions of Sections 8.3 and 8.4 of this Article.

8.3. The Union accepts all obligations for the continued membership of its members as provided in Section 8.2 of this Article, and for the collection of their initiation fees and dues. There shall be no stoppage or slow-up of work because of disciplinary action on the part of the Union, except that the Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this Agreement.

8.4. All requests by the Union for removal of an employee for nonpayment of or failure to tender initiation fees and dues shall be made to the contractor in writing, in which event, the Employer agrees to remove the employee involved at the end of the shift providing a replacement is available.

ARTICLE 9

HIRING

9.1.a. There shall be no unlawful discrimination by the Employer or the Union with respect to the hiring, tenure, or discharge of any worker or employee, and any requirements as to membership or non-membership in any union shall be in accordance with the National Labor Relations Act of 1947 as amended, and the appropriate Executive Orders.

9.1.b. The Employer and the Union recognize that they are required by law not to discriminate against any person with regard to employment or Union membership because of age, race, religion, color, sex, national origin, or ancestry and hereby declare their acceptance and support of such laws. This shall apply to hiring, registration for employment, placement for employment, rates of pay or other forms of compensation, lay-off or termination, and application for admission to Union membership.

9.1.c. The Employer and the Union recognize that an Employer should not lose jobs because of Government requirements, which are in conflict with the hiring hall. Therefore, when a government contract or Government Agency requires a different hiring hall arrangement to meet Federal or State requirements, the hiring hall arrangement will be modified to meet the demands of those requirements. It is understood that the hiring hall will be followed as closely as possible without being in conflict with the Government requirements.

9.1.d. The Employer will notify the Union in advance of the commencement of the job of the Government requirements, and upon request will provide the Union with a copy of pertinent provisions.

9.1.e. AMERICAN DISABILITIES ACT (ADA) The parties to this Agreement recognize the mandate to accommodate the disabled and agree that, other provisions of the Agreement notwithstanding, the Contractor may take reasonable actions as necessary to accommodate an individual who is or may be disabled. The Union agrees that it will conduct the affairs of its operations consistent with the requirements of the Americans With Disabilities Act. It is also further understood and agreed that this section is not intended to create jobs where none exist.

9.2. Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents and Health and Welfare and Pension Plans which accrue to them by virtue of length of employment with Employers party to this Agreement, and such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

9.3.a. It is recognized within the construction industry that the Union affords the prime source of qualified workers (Laborers). The Employer must hire qualified Laborers by calling the Union. Whenever the Employer requires Laborers on any job, he/she must notify the Local Union office by telephone stating the location, starting time, approximate duration of the job, the type of equipment to be operated and the work to be performed and the number of workers required.

9.3.b. Pre Job Conference: Upon request by the Union or Employer a pre-job conference shall be held regarding any project on which the Employer anticipates five (5) or more employees will be employed. However, if an Employer conducts a pre-job conference with any other craft on work that will employ one (1) or more employees the Union will be notified. Such pre-job conference shall be held at AGC or at a location on or near the project.

9.3.c. Composite Crew: Employers may establish for project or job a crew or crews known as a "composite" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practical and possible, but not inconsistent with the provision of this Agreement.

The aforementioned provision shall first be arranged at pre-job conference or subsequent meetings of the Employer and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective five crafts and AGC. If a pre-job conference is not held between the Employer and the involved crafts, the "composite crew" provisions will not exist.

9.4.a. Any Joint Venture shall have the rights of any of its component individual Employers, and any reorganized company shall retain the privileges of its former position under this 9.4.a. section.

The individual Employer (owner or project superintendent) shall have the right to request key workers on specialty crews (such as tunnel, fencing, guard rail, paving) and other workers represented by this Agreement by name who have been previously employed by said Employer as a Laborer under the jurisdictional territory of the District Council of Laborers provided said worker is registered at the Union hall and not on the payroll of another Employer. Workers hired under this subsection 9.4.a, except specialty crews as noted above, shall not constitute more than fifty percent (50%) of the Laborers employed on each project.

9.4.b. An Employer shall be allowed to transfer an unlimited number of specialty workers from one local's jurisdiction to another local's jurisdiction within the State of Oregon and five and one half (5½) counties of S.W. Washington. The Employer shall also have the right to transfer no more than fifty percent (50%) of its other laborers from one local's jurisdiction to another local's jurisdiction within the State of Oregon and five and one half (5½) counties of S.W. Washington. Layoff procedures shall maintain the fifty percent (50%) ratio.

NOTE: Apprentices may not be transferred outside the area of the subcommittee's jurisdiction except when done in accordance with subsection 9.7a (4).

9.4.c. The Employer and the Union shall mutually agree on a reasonable number of persons to be brought into the territorial jurisdiction of the Local Union for each job and such persons may be employed without reference to the hiring provisions of Article 9 and such persons shall register with the Local Union.

9.4.d. Notwithstanding section 9.4.a. above, the individual Employer (owner or project superintendent) shall have the right to request any Laborer who was employed by said Employer as a Laborer on work within the jurisdiction of a Local Union for work within the jurisdiction of the same Local Union.

9.5. All Laborers, except as noted in Section 9.4 of this Article, shall be hired and/or rehired in accordance with the length of service with Employers in the collective bargaining unit from the following four (4) groups:

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.

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 towards 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 area back into compliance.

GROUP C

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

All Laborers who have previously qualified for Group C list 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.

9.6. Registration or re-registration of applicants for referral shall be accepted by the Union at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. To remain on the registration list, an applicant for referral must renew his registration not later than thirty (30) days from the date of his last registration or re-registration.

9.7.a. Upon the request of an Employer for Laborers, the Union shall refer qualified Laborers to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement from the list in the following order of referral:

Applicants shall be referred from Group A, as qualified, in successive order as their names appear on the out-of-work list. Additionally, each Employer may request by name, regardless of their respective position in Group A, one (1) individual for each one (1) Laborers hired. 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:

- (1) Apprentices may be hired in the ratio of one (1) for the first five (5) Laborers. After five (5) Laborers have been employed, one (1) apprentice shall be hired for each additional five (5) Journeyman Laborers employed on each project. The proper ratio of Journeymen to Apprentices will be maintained when reducing the work force and when transferring employees from project to project.
- (2) When performing overtime or emergency work, Journeymen Laborers will be given preference.

The above ratio will be followed as closely as possible.

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

- (3) The above ratio is subject to the availability of Apprentices.
- (4) 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 JATC subcommittees.
- (5) 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.
- (6) If at any time a contractor requests that a named individual be indentured into the Apprenticeship program, that individual must first have been ranked by the new entrant assessment program and passed the Pre-Construction Training (PCT) course.

9.7.b. Any Employer who violates the hiring provisions of this Agreement may be denied further use of new entrant Apprentices or preferential dispatching of Group A registrants.

9.7.c. Any applicant who is dispatched from the hiring hall in which work is provided for must re-register at the bottom of the appropriate list for his group, unless Employer submits request for short-term job only. If Employer submits request for one (1) day work, the applicant, after the one (1) day, will retain his position on the appropriate list for his group. Each local may establish a definition of "short term job" which would be uniformly applied to all applicants registering within their local union hiring hall.

Any applicant, who turns down two (2) consecutive job referrals, may be re-registered at the bottom of the appropriate list for his group. If applicant accepts a job referral from the Union and does not accept the job, he/she may be re-registered at the bottom of the appropriate list for his group.

9.7.d. Should the Union be unable to refer qualified workers for employment to the Employer within twenty-four (24) hours from the time of receiving the Employer's request (Saturdays, Sundays and holidays excepted) or at the time mutually agreed upon at time of request, or if a worker fails to report to the job site in the agreed time, the Employer shall be free to secure the workers from any source. The Employer shall notify the Local Union promptly of the names, social security numbers and the date of hire of such employees.

9.7.e. Any employee employed by the Employer in violation of this Article shall forfeit all priority rights, including Section 9.4 of this Article, shall be removed from the job and re-registered at the bottom of the appropriate list for his/her group. Should the Employer fail to terminate such employee after receipt of written notice, the Union may take any economic action against the Employer and shall not be in violation of this Agreement.

9.8. The parties to this Agreement shall create a Joint Hiring Committee, composed of an equal number (not to exceed three (3) each) of Employer and Union representatives, to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered to hear and determine any and all disputes or grievances arising out of this Article and is also empowered to impose remedies. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and related to the operation or functioning of the job referral plan to the Joint Hiring Committee.

All decisions of the Joint Hiring Committee shall be final and binding on all parties including applicants.

9.9. When an employee is discharged and the Local Union has been notified by the Employer, in writing, that the employee is "not eligible for rehire" said employee shall not be dispatched to that Employer for ninety (90) days from the date of termination. The employee may return earlier only by consent of the Employer. Any employee may appeal the denial of consent by the Employer to the Joint Hiring Committee. After two (2) such notifications in writing from two (2) different Employers within a one (1) year period, the affected employee will no longer be eligible to register on the out-of-work list. Notwithstanding the above, upon receipt by the Union of a letter signed by an officer of an Employer firm (or one of its off-site managers) stating that an employee is not eligible for rehire, the employee will not again be referred to the Employer. (For appeals, see Section 9.8 above.)

9.10. 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 to the Union stating the reasons for termination. If no notice of cause is provided, the individual shall be eligible for rehire without exception.

9.11. 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 termination or discharge. Members may appeal to the Joint Hiring Committee

9.12. When a registrant has been terminated for lack of possessing the necessary skills to perform the 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.

9.13. 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, terminations notices for failure of the drug test must be sent "Personal & Confidential" to:

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

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.

ARTICLE 10

SHIFTS-HOURS OF WORK-OVERTIME

(THE OFFICIAL TIME FOR THE PURPOSES OF THIS AGREEMENT SHALL BE APPLICABLE LEGAL TIME)

10.1. The hours of work per week or month shall be as regulated by particular contract which the Employer has to perform and shall be arranged to meet the requirements of the Employer as best suits the calendar time allowed by the contract for completion.

10.2.a. The workweek shall be forty (40) hours, Monday through Friday, and the work day shall not exceed eight (8) hours per day. All time worked in excess of the foregoing shall be paid for at the rate of time and one-half (1½X). Work performed on Saturdays shall be paid for at the rate of time and one half (1½X). Sunday, holiday and work in excess of twelve (12) hours in any workday shall be paid for at the rate of double time (2X).

Notwithstanding the above, Heavy Highway work will only be paid double time (2X) for work after twelve (12) hours if other crewmembers are receiving double time (2X).

10.2.b. Four-ten (4-10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions, equipment breakdown or holiday, then Friday may be worked as a make-up day.

On work that is entirely federally funded, the workweek shall be forty (40) hours, Monday through Friday. All work in excess of forty (40) hours in one (1) week, or ten (10) hours in one (1) day shall be paid for at the rate of time and one-half (1½X). The Contractor shall not employ a second crew to circumvent overtime pay after forty (40) hours. This shall not prohibit the Employer and the Union from negotiating "rolling" four-ten (4-10) hour shifts on a project-by-project basis.

In the event the job is down due to equipment breakdown or weather conditions, Monday through Friday, then Saturday may be worked as a voluntary make-up day at the straight time rate. Four-ten (4-10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions, equipment breakdown or holiday, then Friday may be worked as a VOLUNTARY make-up day.

10.3.a. SINGLE SHIFT:

HEAVY HIGHWAY

Eight (8) hours work per day between the hours of 5:00 a.m. to 7:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent.

BUILDING

Eight (8) hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent.

10.3.b. TWO SHIFT OPERATION: On a two (2) daylight and consecutive shift operation, no shift penalty is involved for work performed in either of these two (2) shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in the Reporting Pay/Minimum Pay requirements of this Agreement.

10.3.c. As an exception to the provisions of paragraphs (a) and (b) above, a starting time earlier than 5:00 a.m. may be established by mutual Agreement between the Employer and the Union, which shall be confirmed in writing and copies filed with representatives of both parties.

10.3.d. THREE-SHIFT OPERATIONS: On a three (3) shift operation, the first shift of eight (8) hours (exclusive of meal period) shall start between the hours of 6:00 a.m. and 8:00 a.m., and eight (8) hours work shall constitute the first shift for which eight (8) hours will be paid. The second shift shall consist of seven and one-half (7½) hours for heavy-highway-utility work and seven (7) hours for building work (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. The third shift shall be seven (7) hours (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. Thirty-five (35) hours shall constitute a week's work on the third shift.

10.3.e. SPECIAL SHIFT: A special shift may be established at any time, at the option of the Employer, on any job or project. Said shift shall not be started until the union has been notified. There shall be no premium or penalty for working a special shift.

10.3.f. On new building construction there shall be three (3) or more consecutive days work (exclusive of Saturdays, Sundays and holidays) for each shift, provided, however, that in the event of any emergency where an extra single shift is necessary to prevent delay in the scheduled progress of work, such as the completion of forms for pouring concrete or the completion of a concrete pour, such single shifts will be permitted upon prior notice to the Union, and providing such shift must be worked the full shift time of seven and one-half (7½) hours for eight (8) hours pay.

10.3.g. For the purposes of this Article, a full shift shall be considered the regularly scheduled hours of work established for each shift, and the second and third shifts shall be considered as a part of the working day on which the first shift started. The total allowable time for a two or three-shift operation shall not be in excess of twenty-four (24) hours from the regular starting time of the first shift. The regularly scheduled shift hours shall not be changed during the workweek without two (2) days prior notice and not more than once during the workweek.

10.3.h. Should an Employer elect to start a shift before the regular starting time, the applicable overtime rate shall be paid until the regular starting time, and the eight (8) hours of continuous employment (exclusive of meal period) following the regular starting time shall be at the regular straight time rate and/or in accordance with Section 10.2 of this Article. Should an Employer elect to start an employee prior to his/her regularly scheduled hours of work, such employee shall receive the applicable overtime rate up to his/her regularly scheduled hours.

10.3.i. LUNCH PERIOD: A regular lunch period of not less than one half (1/2) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, he/she shall be paid a half (1/2) hour at the applicable overtime rate and in addition given adequate time to eat his lunch. If the employee is not given adequate time to eat, he/she shall then receive an additional half (1/2) hour at the applicable overtime rate.

Employees who have been given sufficient time to eat during the regular shift may be allowed to work twelve (12) hours without a second lunch period penalty. If the employee works over twelve (12) hours, he/she shall be paid one half (1/2) hour penalty at the applicable overtime rate. If the employee is not given sufficient time to eat his lunch during his regular shift, an additional one half (1/2) hour penalty shall be paid if required to work longer than ten (10) hours.

10.3.j. The Employer shall furnish, when necessary, heated change rooms of ample size equipped for drying clothes and with benches. They will be situated as close as practical to the work area and will not be used for storage of material or equipment. The determination as to necessity shall be made by Agreement of the Employer and the business representative of the Local Union concerned.

10.4. (Applies to heavy-highway-utility work only.) Moving of all equipment from job to job, set-up and tear-down work, and servicing and repair work done by operating crews on Sundays and holidays shall be paid for at one and one-half (1½X) times the straight time rate provided for the classification concerned.

10.5. (Applies to heavy-highway-utility work only.) When it is necessary to keep flaggers or other non-production or non-operating employees on duty on Saturdays and Sundays when no other activities (other than such maintenance work which is being done by other crafts) are in progress, such employees shall be paid at the overtime rate of one and one-half (1½X) times the basic rate of wages.

10.6. Emergency Starting Time. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fires, starting time for 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 when mutual Agreement with the Union shall be received in writing.

10.7. Foremen or employees from other crews cannot be used to complete a job or work assignment which continues or requires over-time work. Nothing in this section shall prevent the expansion or reduction of a work crew by the Employer.

10.8. On operations such as green sawing, de-watering, curing and protection of concrete, all overtime pay shall be time and one-half (1½X), including Sundays and holidays.

ARTICLE 11

REPORTING PAY, MINIMUM PAY AND STANDBY PAY

11.1. IMMIGRATION REFORM AND CONTROL ACT (IRCA). Any referral unable to qualify for employment under the provisions of the IRCA shall not be eligible for employment and the attendant benefits therein.

11.2. REPORTING EXPENSE. When qualified workers report for work as directed and for whom no work is provided, they shall be paid forty dollars (\$40.00) reporting expense unless prevented from working by causes not under the control of the Employer. Any applicant who travels more than fifty (50) miles from the above named dispatch points to the job site and is not put to work shall be paid eight (8) hours at the dispatch rate of pay plus fringe benefit contributions. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

11.3. MINIMUM PAY. Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours shall receive pay for the actual time worked unless they are working directly with the Cement Masons and then they will receive eight (8) hours pay if worked in excess of four (4) hours.

If an employee leaves or quits of his own volition, he/she shall be paid for actual time worked at applicable straight and overtime rates. If a new hire is put to work and judged by the Employer to be unsatisfactory, that person shall be paid only for the actual time worked.

11.4. STANDBY. On rain sensitive work such as Dirt Work, Slab Work, Asphalt Work or in such cases as equipment breakdown, the Employer may request the employees to remain on the job for up to two (2) hours on a stand by basis. If not put to work during this two (2) hour period, the employee shall receive two (2) hours wages plus fringes but shall not receive the forty dollars (\$40.00) reporting expense. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this article.

11.5. CALL BACK. When employees have completed their scheduled shift; and have left the job site; and are "called back" to perform work of a casual, incidental or irregular nature, they shall receive a minimum of two (2) hours pay at the applicable daily overtime rate.

ARTICLE 12

NON-RECURRING WORK

12.1. When an Employer does not have regular employees available at the job site, he/she may employ without regard to craft jurisdiction when the following conditions exist:

- a. Unexpected vacancies caused by sickness or other unavoidable absences beyond the control of the Employer, and/or
- b. Where less than one (1) day's work must be performed and members of this Union are not immediately available.

12.2. In such cases the employee shall be paid the rate for the classification of the work which he/she is required to do, or the rate for the classification under which he/she was working immediately prior to the temporary assignment, whichever rate is higher.

12.3. In no event, will the above conditions be permitted beyond one (1) day nor will the temporary assignment be considered as a permanent assignment of work. Employers found violating this Article shall be considered in breach of contract and subject to Settlement of Non-Jurisdictional Disputes, Article 35.

ARTICLE 13

HOLIDAYS

13.1 HOLIDAYS shall be:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day following Thanksgiving Day
Christmas Day	

Should any of these holidays fall on Sunday, the following Monday shall be considered a legal holiday. If a holiday falls on Saturday, the previous Friday shall be considered a legal holiday.

Should an employee be required to work on Presidential Election Day, arrangements shall be made to allow him ample time to vote. However, the Employer will not be required to pay for any time not worked.

ARTICLE 14

PAYDAY

14.1. Payday shall be once a week. Employees shall be paid on the job at a mutually convenient location. Employees discharged or terminated shall be paid by check or cash with a written check stub or statement to include hours, deductions and hourly rates of pay immediately on such discharge or termination, and if required by the Employer to go to some other point or to the office of the Employer to pick up termination check the employees shall be paid for the time required to go to such places, at the regular straight time rate of wages, provided that payment by check to the employee, or mailed and postmarked to his residence address, within twenty-four (24) hours after such layoff or discharge, shall be deemed in compliance with this section. If the Employer does not comply with the above procedure as to payment for discharge, the employee shall be paid for eight (8) hours additional pay at his straight time rate for each day (Saturdays, Sundays and holidays excepted) until paid. When employees quit of their own accord they shall receive the pay due them no later than the next regular payday. Payments will be assumed to be correct and there shall be no adjustments made unless the employees file a protest within fifteen (15) days after receiving check.

14.2. All employees employed under this Agreement must first establish all claims in writing against the Employer, contractor or Association through their Bargaining Agent and under the provisions of this Agreement or hereby waive all legal rights to claims processed otherwise.

14.3. When proposed wage increases have been delayed for reasons beyond the control of the parties, such retroactive wages will be due and payable at the earliest payroll period but not to exceed thirty (30) days from the date of notice from the Association and/or Union to the Employers.

ARTICLE 15

WAGE SCALES

15.1. OLD WORK PROTECTION. All private sector work in progress or bid, which was covered by the scope of the previous agreement, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect in the previous agreement. Except that the contribution for Health and Welfare shall be the same as established in the Master Labor Agreement.

Private Work bid after **June 1, 2005** shall be at the new wage and benefit rates as provided in Schedule "A."

Private work bid under this agreement, which extends beyond **May 31, 2009**, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect under this agreement for 24 months from the award of the bid, except that the contractor will pay all Health and Welfare increases.

Public Work performed under the provisions of a prevailing wage statute shall be administered in accordance with Article 30, Public Works Wages.

15.2.a. The classifications of employment, wage scales, Health and Welfare, Pension, Training and Credit Union as set forth in this Agreement and Schedule "A" attached shall be applicable for the period covered as set forth in Article 5.

15.2.b. Monetary increases in the total wage and fringe packages for the life of this **four (4) year** agreement are effective as indicated in **Schedule "A"**

15.3 Additions of classifications and applicable wage scales for the purpose of clarification or supplying omissions may be made from time to time when signed by the parties hereto, and shall be confirmed by written supplements to the attached Schedule "A".

ARTICLE 16

TRANSPORTATION-CAMP REQUIREMENTS

16.1. No travel time, transportation reimbursement, or subsistence is payable under this Agreement except as provided in this Article 16. The Employer agrees to pay only those toll fees on bridges and ferries which the employee must use in traveling the shortest route to and from the job from the nearest dispatch point of zone pay reference point provided the employee furnishes said daily receipts to the Employer.

However, if employees of other basic crafts, who have agreements with the Employer, receive reimbursement for toll fees those employees with like circumstances (i.e. live in the same area and travel the same route) shall also be reimbursed for their toll fees and ferry charges.

16.2. Any employee engaged in the transportation of material or machinery on long hauls and held away from his 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.

16.3. Where and when standard camp facilities or trailer court facilities are provided by the Employer at or near the job site the Employer and the Union will mutually agree on cost to the employee and the hourly wage rate will prevail. The Employer will be the sole judge as to where and when job circumstances justify the establishment or discontinuance of camp facilities.

16.4. JOB SITE TRANSPORTATION: Whenever, because of remoteness of parking areas, hazardous road conditions, or security restrictions, and it is necessary for the Employer to furnish transportation for employees within the job site to the place of their work, the project management and representative of the Union shall meet to discuss any special conditions surrounding such man-haul operations. When the Employer furnishes such transportation to the employee without cost to him, the equipment shall include seats and protection from the elements, and definite pick-up and discharge points shall be determined. If there are more than thirty (30) minutes in time consumed from pick-up points to work site, the employee shall be paid for any time over thirty (30) minutes. If there are more than thirty (30) minutes time consumed from work site to pick-up points, the employee shall be paid for the full amount of time spent in travel from work site to pick-up point at his regular rate.

ARTICLE 17

HEALTH & SAFETY DRUG AND ALCOHOL TESTING.

17.1. Labor and Management agree that it is in the best interests of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

17.2. The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with state and federal laws. Drug and Alcohol Testing is permitted under the conditions as outlined in paragraph 17.3 and 17.4 of this Article.

17.3. Testing will be conducted in accordance with the Construction Industry Drug-Free Workplace Program (CIDFWP). All testing will be paid by Employer contributions to the CIDFWP. If test results are negative, the employee will be paid fifty dollars (\$50) by the program and will be issued a Drug Card.

17.4. Notwithstanding section 17.3 above, a signatory contractor may choose to not participate or pay the contribution for the CIDFWP, provided employees are covered by a Department of Transportation approved program. The Employer shall submit a copy of his/her DOT approved program to the union for review.

17.5. PROSPECTIVE EMPLOYEES/MEMBERS - Prospective employees/members who test negative for a Drug and Alcohol Test conducted in compliance with the aforementioned policy, will be reimbursed fifty dollars (\$50) for taking such test. This expenditure is not for time worked, but for the undetermined amount of expense by the prospective employee/member prior to being put on the employer's payroll.

17.6. The parties **agree** that all contractors and subcontractors, regardless of tier, shall **participate** in a Drug & Alcohol testing program equal to or better than the CIDFWP.

ARTICLE 18

TRUSTEE QUALIFICATION CRITERIA

18.1. The Trust funds shall continue to be controlled and administered by Joint Boards of Trustees composed of equal representation from the Union and the Employers who are signatories to the Trust Agreements.

- A. Each Trustee appointed by the Union shall be an active member of the Union.
- B. Each Trustee appointed for the Employer shall be either
 - An active Employer
 - A full time non-bargaining unit employee of an active Employer
 - A regular officer of an active Employer
 - A full-time employee of the Association

“Active” Employer shall mean an Employer who is making regular contributions on compensable hours to the Washington Laborers Trust Funds.

ARTICLE 19

HEALTH AND WELFARE

19.1. In addition to the wage scales listed in Schedule "A" herein, all persons, firms and corporations as listed on Schedule "B"; who are signatory parties to this Agreement, shall pay into the existing trust fund, Northwest Laborers-Employers Health and Security Trust Fund, or its successor, for the purpose of providing health and welfare benefits to all eligible employees covered by this Agreement, such payment to be made in accordance with the requirements of the trust agreement. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for the contributions referred to herein above. The Employers accept, as their representatives, the Employer Trustees presently serving on said fund's Board of Trustees and their duly appointed or elected successors.

19.2. It is further agreed that the trust fund established for the purpose of providing health and welfare benefits shall be one that is jointly established and equally administered by trustees from the Association and the Union.

19.3. After due notice to the individual Employer involved (and if a member of the Association also to the Association) by the Union it shall not be deemed a violation of this Agreement for employees covered by this Agreement to refuse to work for and to take economic action against the individual Employer who has failed to make proper contributions to the Health and Welfare Fund in accordance with this Agreement.

ARTICLE 20

PENSION

20.1. In addition to the wage scales listed in Schedule "A" herein, all persons, firms or corporations as listed in Schedule "B" who are signatory parties to this Agreement, shall pay into the existing trust fund, Western Washington Laborers-Employers Pension Trust Fund, or its successor, for the purpose of providing pension benefits for all eligible employees covered by this Agreement, such payment to be made in accordance with the requirements of the Trust Agreement. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for contributions as referred to herein above. The Employers accept, as their representatives, the Employer Trustees presently serving on said fund's Board of Trustees and their duly appointed or elected successors.

20.2. It is further agreed that the trust fund established for the purpose of providing pension benefits shall be one that is jointly established and equally administered by Trustees from the Association and the Union.

20.3. After due notice to the individual Employer involved (and if a member of the Association also to the Association) by the Union it shall not be deemed a violation of this Agreement for employees covered by this Agreement to refuse to work for and to take economic action against the individual Employer who has failed to make proper contributions to the Pension Fund in accordance with this Agreement.

ARTICLE 21

CREDIT UNION

21.1 It is agreed that all Employers employing employees 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 will be made to a Credit Union. Contributions will be made on the same form as Health and Security payments 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.

21.2 After due notice to the individual Employer involved (and if a member of the Association also to the Association) by the Union, it shall not be deemed a violation of this Agreement for employees covered by this Agreement to refuse to work for and to take economic action against the individual Employer who has failed to make proper contributions to the in accordance with this Agreement.

ARTICLE 22

TRAINING

22.1. In addition to the wage scales listed in Schedule "A" herein, all persons, firms or corporations as listed in Schedule "B", who are signatory parties to this Agreement, shall pay into the Northwest Laborers-Employers Training Trust Fund, or its successor, for the purpose of training Laborers for work in the classifications covered by this Agreement. The applicable provisions of the existing trust document are hereby adopted for the period covered by this Agreement, and the fund established by prior contributions under former agreements between the parties shall be recognized as a fund held in trust and therefore an appropriate depository for contributions as referred to herein above. The Employers accept, as their representatives, the Employer Trustees presently serving on said fund's Board of Trustees and their duly appointed or elected successors.

22.2. It is further agreed that the trust fund established for the purpose of providing training shall be one that is jointly established and equally administered by trustees from the Associations and the Union. 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 AGC that has a history of hiring Laborers within the area of the Trust.

22.3. After due notice to the individual Employer involved (and if a member of the Association also to the Association) by the Union it shall not be deemed a violation of this Agreement for employees covered by this Agreement to refuse to work for and to take economic action against the individual Employer who has failed to make proper contributions to the Laborers Training Trust Fund in accordance with this Agreement.

22.4.a. The parties will design procedures to identify and set three (3) year goals to continually improve all journeyman upgrade and apprenticeship training programs; and work on the development of safety training program(s), etc.

22.4.b. Training for Journeymen. The Association and Union jointly agree that increased available training for the Laborer work force is a goal during the life of this Agreement. This joint endeavor is conditional upon available training resources and is intended to be attained without unreasonable cost burdens to the Training Trust. These Training goals are categorized as follows:

22.4.c. Special Needs Training. When the Employer has a need for Special Needs Journeyman training, consistent with the semi-annually published Laborers' Program schedule of classes, training will be provided at no cost to the Employer when a sufficient number of employees are available for classes and a program curriculum exists. In those circumstances where a program curriculum does not exist, the Employer may request through the Training Board of Trustees (Laborers-Employers Training Trust), that consideration be given to the development of an industry program.

22.5. Foreman Training.

a. Foreman Supervisory Skills. The Association, the Union and the respective training affiliates agree to commence efforts on Journeyman upgrade training programs, which focus on Foremen's supervisory skills and responsibilities.

b. Premium for Foreman. An increased Foreman's premium of thirty-five cents (\$.35) will be provided for:

1. Individuals who successfully complete a jointly agreed upon annual Foreman's Training Curriculum and;
2. When the individual is assigned as a Foreman by his/her employer.

ARTICLE 23

RECIPROCITY

23.1. A signatory employer shall make fringe benefit contributions to the trust fund(s) and at the state's applicable rates, in the state where the work is performed.

23.2. Notwithstanding the provisions of paragraph 23.1, such contributions shall be transferred by the receiving trust fund(s) to the home trust fund(s) of the applicable employee provided that the employee: (1) is properly cleared by the local union who has jurisdiction over the work and (2) has executed an *Authorization to Transfer Contribution Form*.

ARTICLE 24

PREVAILING WAGE DETERMINATION ENFORCEMENT (PWLE)

24.1. In addition to wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement, who are, or may become signatory to this Agreement agree effective June 1, 1991 to pay monthly in accordance with the applicable Management Trust Agreement, an amount of two cents (\$.02) per compensable hour for the purpose of enforcing the Federal and State Prevailing Wage Laws. Contributions will be made on the same form as other Trust payments.

24.2. **The Association reserves the right during the life of this Agreement to disaffiliate from the foundation and reallocate their monies dedicated for this endeavor.**

The enforcement process will be administered through a Joint Labor/Management Board.

ARTICLE 25

CONTRACT ADMINISTRATION FUND (CAF)

25.1. Effective June 1, 2000, a Contract Administration Fund (CAF) shall be established within AGC by virtue of this agreement and shall continue in full force and effect during the term of this Agreement. All employers signatory to this Collective Bargaining Agreement, or who become signatory, or otherwise come under the scope of this agreement, shall contribute the sum of three (\$.03) cents per hour worked by employees covered under this agreement into said fund. An employer shall not be required to contribute more than a total of one thousand dollars (\$1,000.00) in any contract year (i.e. June 1st to May 31st) to the Fund, but amount erroneously paid in excess of said one thousand dollars (\$1,000.00) yearly maximum shall be deemed to be voluntarily paid without right of refund. Contributions will be made on the same form as other Trust payments.

ARTICLE 26

OREGON-SOUTHWEST WASHINGTON FAIR CONTRACTING FOUNDATION (FCF)

26.1. Effective June 1, 1990, herein, all persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement who are, or may become signatory to this Agreement, agree to deduct from the net pay after taxes of each employee performing work covered by the terms of this Agreement a sum of three (\$0.03) cents for each hour worked and remit same to Oregon-Southwest Washington Fair Contracting Foundation. Contributions will be made on the same form as the Health and Security payments.

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

26.3. The District Council reserves the right during the life of this Agreement to disaffiliate from the Foundation and reallocate the monies dedicated for this endeavor.

ARTICLE 27

LABORERS-EMPLOYERS' COOPERATION AND EDUCATION TRUST (LECET)

27.1. 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 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 Section 302(C)(9) of the Taft-Hartley Act.

27.2. The Employer shall contribute to the Seattle Region Labor-Management Cooperation Committee 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 (\$.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.

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

27.4 The Association **and the District Council** reserve the right during the life of this agreement to disaffiliate from the making of the contribution to LECET and reallocate the monies dedicated for this endeavor **by mutual agreement**.

ARTICLE 28

SAFETY-SANITATION

28.1. Employees shall not be required to work on portions of any construction job that is declared unsafe by a State Safety Inspector. The Employer will exert every reasonable effort to provide and maintain safe and sanitary working conditions in accordance with National and State Laws. The Unions will cooperate to that end and encourage their members to perform their work in a safe manner. Employers shall be required to provide sanitary facilities consisting of a reasonable number of toilets and urinals regardless of availability of sewers. When employees are assigned to perform work that requires foul work gear such foul work gear shall be furnished by the Employer and the employee will be held responsible for the reasonable care and return of such gear. This clause is not to be construed to require Employers to furnish employees protection from natural elements.

ARTICLE 29

GOVERNMENT REQUIREMENTS

29.1. The Union and the Employer recognize that an Employer should not lose jobs because of Government requirements, which are in conflict with the provisions of this Agreement. The Union and the Employer pledge their mutual cooperation in complying with provisions in any contract, which the Employer may bid for or enter into with any public or quasi-public or governmental body for the performance of work covered by this Agreement. If the Employer believes that a government requirement is in conflict with the Agreement, they shall request a pre-job meeting with the Union to seek alternatives. The Union will not withhold agreement unnecessarily.

ARTICLE 30

PUBLIC WORKS WAGES

PUBLIC WORKS PROJECT DAVIS -BACON ACT AND RELATED STATUTES RCW 39.12.010 to 39.12.900

30.1. In the event an individual Contractor 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 predetermined and/or prevailing wage rate established or established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1,3,5 and 7, and which determinations are published in The Federal Register), or by the Director of the Washington Department of Labor and Industries (pursuant to RCW 39.12.010 to RCW 39.12.900), The total published predetermined wage and fringe package shall apply, except as provided in section 30.2 below, for the first twenty-four (24) months of the project from the date of the initial notice to proceed.

30.2. The total published predetermined wage and fringe package at the time of the bid may be allocated to reflect the current fringe benefit rates in the Master Labor Agreement, with the remainder being allocated to wages. If the health and welfare contribution increases during the 24 month period, the contractor shall pay the additional contribution without deduction elsewhere in the total package.

30.3. At the end of the 24 months, the contractor shall pay the predetermined total package in effect at that time. The fringe benefit contribution rates for Health and Welfare only shall be those established and maintained by the Master Labor Agreement.

30.4. In the event a Contractor utilizes this Article on a job or project, whose duration is longer than the duration of this agreement, the Contractor shall enter into a project agreement for the duration of the job or project. The project agreement shall incorporate the terms and conditions of this Agreement.

30.5. The predetermined wage rates for apprentices shall be those maintained in the current Master Labor Agreement.

ARTICLE 31

PRESERVATION OF WORK

31.1. The parties signatory hereto understand and agree that a primary purpose of this Agreement is to preserve to the bargaining unit employees covered by this Agreement work which has traditionally been performed by them.

ARTICLE 32

AUTHORIZATION

32.1. In accordance with the provisions of Article 5, this Agreement shall become effective when signed by the Oregon-Columbia Chapter, the Associated General Contractors of America, Inc.; by the authorized representatives of the Washington & Northern Idaho District Council of Laborers, affiliated with the Laborers' International Union of North America, as set forth in Schedule "C" attached hereto.

32.2. The Association has attached hereto Schedule "B" setting forth the names of its members subscribing to this Agreement at the date of signing this Agreement. The name of any new Employer subscribing to the Agreement shall be promptly filed by the Association with the Union, as a supplement to Schedule "B", and with such filing, such new Employer automatically becomes bound by the terms and conditions of this Agreement.

32.3. The Union shall file with the Association promptly the name of any Employer who subscribes to the terms and conditions of this Agreement. It shall be understood that any dispute settled between the Union and any such non-member Employer shall in no way be binding on the Association signatory hereto nor to be interpreted as establishing an area practice unless the signatory Association is represented in and a party to such settlement.

32.4. The Union, signatory hereto, agrees that any new Local Union established within the territory and jurisdiction covered by this Agreement, as long as it shall be effective, will automatically become bound by the terms and conditions of this Agreement from the official date of its charter. The Association shall be notified of the establishment of such new Local Union.

The Union shall also notify the Association if any Local Union is discontinued and/or merged with another Local Union. Such action by the Union shall not adversely affect the Employer's rights under the terms and conditions of this Agreement.

ARTICLE 33

STRIKES AND LOCKOUTS

33.1. It is mutually agreed that there will be no strikes or lockouts, or cessation of work, by either party, for the duration of this Agreement, and all disputes arising under this Agreement shall be submitted to the procedures for the settlement of disputes as provided in this Agreement. The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes.

33.2 The Union will not recognize an unauthorized picket line. It shall not be a violation for the Union to refuse to cross a picket line established by a building trades craft when approved by the authorized building trades labor body and the Washington & Northern Idaho District Council of Laborers, or a non-building trades craft if approved by the Washington & Northern Idaho District Council of Laborers.

ARTICLE 34

JURISDICTIONAL DISPUTES

34.1. Employers shall make all work assignments as follows:

- a.** In accordance with the terms of an existing labor Agreement providing for such work.
- b.** In accordance with the terms of any International and/or Local Agreements and/or Memorandum of Understandings between the signatory Union and any other Union.
- c.** In accordance with area practices of local building trades.

34.2. If the Employer has complied with the provisions of Section 34.1 and receives written notification of two (2) or more Unions contesting the work assignment, the Employer shall maintain his work assignment until the dispute has been resolved in accordance with the following procedure:

- a.** Contesting Unions and the contractor shall attempt to resolve disputes. If unable to do so within forty-eight (48) hours (Saturday, Sunday and holidays excluded) then;
- b.** The parties to this Agreement shall meet for the purpose of resolving the dispute. If unable to resolve said dispute within forty-eight (48) hours (Saturday, Sunday and holidays excluded) then;
- c.** The parties to this Agreement shall have exhausted their internal remedies and may then seek resolution through the NLRB and/or the courts. No legal action may be initiated before such internal remedies are exhausted.

34.3. The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes. Failure to follow the above procedures shall be a breach of contract.

ARTICLE 35

SETTLEMENT OF NON-JURISDICTIONAL DISPUTES

35.1. Each party shall have the right at all times to enforce the specific provisions of this Agreement. The failure of either party to require enforcement of any specific term shall not be considered a modification or waiver of any of the specific terms of this Agreement.

35.2. In cases of violation, misunderstanding, or differences in interpretation of this Agreement, both parties pledge their immediate cooperation in following the Grievance Procedure set forth herein.

35.3. In the settlement of disputes arising out of violation, misunderstanding or difference in interpretation of this Agreement, the following procedure shall be followed:

STEP I

Any employee having a grievance shall present it to the Job Steward or Business Representative. The Job Steward or Business Representative shall present, in writing, such grievance or grievances occurring on the job to the Employer's local representative. Employer grievances shall be presented to the Business Representative of the Union.

STEP II

If no settlement is reached under Step I, then it shall be referred to the authorized representative of the Union and the authorized representative of the Employer within fifteen (15) days. Both of these parties shall use their best efforts to resolve the dispute immediately. This may be accomplished either by phone or a meeting. Should these authorized representatives fail to satisfactorily resolve said dispute within forty-eight (48) hours then either party may, by letter, demand a hearing before the Board of Adjustment convened at the AGC (if affected) or Union headquarters unless mutually agreed to be convened elsewhere.

The Board of Adjustment which shall be composed of two (2) persons appointed by the Union and two (2) persons appointed by the Association, none of which shall be a party to the instant case. This Board shall hear the matter within seventy-two (72) hours and render a decision within forty-eight (48) hours, which decision shall be reduced to writing, signed by the Board of Adjustment and, mailed to all affected parties. If no settlement is reached in Step II, either party may request arbitration as provided for herein.

STEP III

In addition to the days listed above or any additional time as mutually agreed upon, the grievance shall be submitted to an arbiter who shall be selected by the parties. The parties shall stipulate to the arbiter the issue or issues to be decided. If the parties do not agree upon a single arbiter within forty-eight (48) hours from the expiration of the time limits specified under Step II, either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of five (5) proposed arbiters. The Employer's authorized representative and the Union's authorized representative shall each alternately strike from this list the names of the proposed arbiters, one at a time until only one name remains on the list. The name of the arbiter remaining on the list shall be deemed accepted by both parties. The decision or decisions of the arbiter shall be announced, in writing to the parties within fifteen (15) days following the hearing of the arbitration and shall be final and binding on both parties. The expenses of arbitration shall be borne by the losing party.

It is further understood and agreed that the arbitrator's decision may provide retroactivity not to exceed thirty (30) calendar days from the date of the written filing of the complaint as set forth in Step I of this Article.

35.4. The jurisdiction of the arbiter shall be confined in all cases exclusively to questions involving the interpretation and application of existing clauses or provisions of this Agreement.

35.5. Saturday, Sunday and holidays are deemed excluded from time limits contained in this Article.

35.6. Should the parties involved fail to comply with the findings within five (5) days after such written notification by either party or fail to comply with any of the provisions and/or time limits established in this Article, unless mutually agreed to extend such limits, then all means of arbitration shall be considered exhausted.

Either party may take such action as they deem necessary to enforce the findings and time limits and they shall not be considered in violation of any part of this Agreement.

35.7. Where written notification is required in this Article it shall be by certified or registered mail.

ARTICLE 36

UNION ADMISSION TO JOB

36.1 The Business Manager of the Local Union or his/her Field Representative having jurisdiction and the Business Manager or his/her Field Representative of the District Council will be permitted to visit any project at any time to solicit membership, collect dues, investigate conditions and work with the authorized representative of the Employer to correct violations existing on any job at any time, but he/she shall in no way unnecessarily delay the work on the job site.

36.2. Should the Employer refuse the authorized representative admission to the job at any time, the Business Manager of the appropriate District Council of Laborers of the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

36.3. On projects which are under security regulations, the Employer will cooperate with the Union officials in this regard as far as regulations permit.

36.4.a. There will be no discrimination against any employee because of past or present union activities. However, no employee, unless he/she has been designated as the steward on the job, is to use the Employer's time for union activities. The Employer shall be informed in writing of the names of the appointed stewards. Working steward shall be required to have permission from his foreman to leave his work and will not interrupt others at work except in cases of emergencies involving life, limb or property.

36.4.b. 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 Field Representative twenty-four (24) hours beforehand of the necessity of such action except for terminations for just cause.

ARTICLE 37

UNION DUES DEDUCTION

37.1. 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.

37.2. The authorization forms shall be supplied by the Union and the Employer is under no obligations to solicit employees for authorization.

37.3. The Union guarantees that the Union dues to be deducted shall be the uniform amount applicable to all members of the Union covered by this Agreement as established by the membership through their duly elected delegates in accordance with the Union constitution. The Union guarantees that the Union dues collected in this manner shall not be used as a strike fund against the employers party to this Agreement. Should the Union violate either provision of this paragraph this Article shall be null and void for the remaining period of this Agreement.

37.4. This procedure shall not be applicable to initiation fees, fines or readmission fees.

ARTICLE 38

SPECIAL AGREEMENTS

38.1 Special agreements and/or job agreements may be negotiated by the parties hereto by mutual consent.

If the Union negotiates special agreements for any work covered by this Agreement with any other Employer or Employer Association, all provisions of such agreements shall be made available and apply to any Employer signatory to this Agreement for the specific work and specific area covered by such special Agreement only.

A Memorandum of Understanding dated June 1, 2000, is incorporated as a supplement to this Agreement.

ARTICLE 39

MUTUAL GUARANTEE

39.1. It is mutually agreed that both the Association's and the Union's participation in this Agreement is based on the guarantee that each will use its best efforts to enforce the terms and conditions hereof upon the parties to this Agreement on all construction work performed by the Employer within the territory covered by this Agreement.

ARTICLE 40

ADOPTION OF ADDENDA

40.1. The signatory parties adopt as a part of this Agreement any attached addenda or supplements negotiated between the District Council and The Associated General Contractors.

ARTICLE 41

SAVING CLAUSE

41.1. Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof, provided however, upon such invalidation the parties agree to meet without delay and negotiate such part or provision affected within thirty (30) days unless mutually extended. The remaining parts or provisions shall remain in full force and effect.

41.2. The aforementioned section shall apply in the event of relevant actions by FASB.

ARTICLE 42

GUARANTEE OF AUTHORITY

42.1. The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent.

IN WITNESS WHEREOF, This Agreement has been executed by the parties hereto and ratified and accepted by the signatory members of the Oregon-Columbia Chapter, the Associated General Contractors of America, Inc., subscribing to this Agreement and by the Washington & Northern Idaho District Council of Laborers on behalf of its respective Local Unions, this **1st day of June, 2005**, at Wilsonville, Oregon.

NOTE: - This Agreement is being signed as a single contract for the Washington & Northern Idaho District Council of Laborers.

FOR THE UNION:

WASHINGTON & NORTHERN IDAHO
DISTRICT COUNCIL OF LABORERS

By _____
Larry Bindner, Business Manager & Secretary-Treasurer

By _____
David J. Letinich, Assistant Business Manager

FOR THE ASSOCIATION:

OREGON-COLUMBIA CHAPTER, THE ASSOCIATED GENERAL
CONTRACTORS OF AMERICA, INC.

By _____
Robert Schommer, Chairman of Collective Bargaining

By _____
Jeff Holliday, Chairman SWWA Laborers Negotiating Committee

By _____
Craig Honeyman, Executive Director

SCHEDULE "A"

WAGE SCALES

June 1, 2005 THROUGH May 31, 2009

S.W. WASHINGTON LABORERS

HEAVY, HIGHWAY, UTILITY AND BUILDING CONSTRUCTION WORK

TERRITORY - This Agreement shall cover the following area in the State of Washington: The counties of 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, and the Pacific Ocean bordering this Agreement within the territorial boundaries of the United States.

DEFINITIONS - See Article 1 and details in this Schedule.

EFFECTIVE DATES - This Agreement shall become effective June 1, 2005, and through May 31, 2009. (See Article 5 for details.)

OVERTIME RATES - (See Article 10 for details.)

- Daily and Saturday - time and one half (1½x)
- Sunday, holidays and over 12 hours - double time (2X). On Heavy Highway, double time (2X) will be paid to Laborers only if other crewmembers are receiving double time (2X).

SHIFTS-HOURS OF WORK - (See Article 10 for exceptions and details.)

HEALTH AND WELFARE - (See Article 19)

- **Effective June 1, 2005, four dollars and eighty- five cents (\$4.85) per compensable hour.**

PENSION - (See Article 20)

- **Effective June 1, 2005, two dollars and seventy cents (\$2.70) per compensable hour.**

TRAINING - (See Article 22)

- Effective June 1, 2004, Forty cents (\$.40) per compensable hour.

DRUG AND ALCOHOL - (See Article 17)

- Effective June 1, 1997, ten cents (\$.10) per compensable hour.

PREVAILING WAGE LAW ENFORCEMENT - (See Article 24)

- Effective June 1, 1993, two cents (\$.02) per compensable hour.

CONTRACT ADMINISTRATION FUND - (See Article 25)

- Effective June 1, 2000, three cents (\$.03) per compensable hour.

LABORERS-EMPLOYERS' COOPERATION AND EDUCATION TRUST - (See Article 27)

- Effective June 1, 1996, five cents (\$.05) per compensable hour.

DEDUCTIONS FROM Net Pay (After Taxes):

Credit Union (see Article 21)

Effective June 1, 1988, one dollar (\$1.00) per compensable hour

OREGON-SOUTHWEST WASHINGTON FAIR CONTRACTING FOUNDATION - (See Article 26)

- Effective June 1, 1991, three cents (\$.03) per hour will be deducted

DUES DEDUCTION - (See Article 37)

- Effective **January 1, 2005, seventy cents (\$.70)** per hour will be deducted from net pay after taxes, only after proper authorization.

TRANSPORTATION-CAMP REQUIREMENTS - (See Article 16).

JURISDICTION: Craft jurisdiction is neither determined nor awarded by classifications appearing in any AGC Labor Agreement. (See Article 6 and Article 34 for details).

TIME: Official time for the purpose of this Agreement shall be applicable legal time.

NOTE: HOD CARRIERS - With respect to building construction work as defined in Article 4 (Work Affected Defined) for the duration of this Agreement, the wage scale applicable to Hod Carriers contained or to be contained in the labor contracts covering Oregon and S.W. Washington between the Laborers organizations involved and the Mason Contractors Association and the Contracting Plasterers Association shall be recognized and abided by the parties hereto when hiring Hod Carriers.

SPECIAL CONDITIONS:

(1) Any Laborer working in LIVE SEWERS shall receive **twenty dollars (\$20.00) PER DAY** in addition to his/her regular pay.

(2) There must be at least one (1) employee of the contractor on each project that holds a first aid card.

(3) **HIGHEST RATE FOR HALF OR FULL DAY:** When a laborer is put to work at a higher classification in any day, the laborer shall be paid for that day:

- (a) the higher classification rate for four (4) hours if the laborer works at the higher classification for four (4) hours or less, and the balance of his day at the lesser rate; or
- (b) the higher classification rate for the full day if he/she works at the higher classification for more than four (4) hours.

(4) Isolated workers will be contacted periodically by a supervisor or other employee (of any craft or management representative).

(5) All special safety equipment required for the performance of the work will be furnished by the Employer and the employee will be responsible for, and take care of, such equipment until the employee is terminated. If the employee does not return the equipment to the Employer in good condition, subject to normal wear and tear, the employee will be required to pay for such items at cost.

WAGES AND FRINGE BENEFITS (Per Hour)

EFFECTIVE: JUNE 1, 2005 THROUGH MAY 31, 2006

NOTES: 1) See Schedule A for classification Groups.

2) See Schedule A for Zone Wage Scale Information.

Group	Zone A	Zone B (\$.65)	Zone C (\$1.15)	Zone D (\$1.70)	Zone E (\$2.75)
1	\$24.22	\$24.87	\$25.37	\$25.92	\$26.97
2	\$24.78	\$25.43	\$25.93	\$26.48	\$27.53
3	\$25.20	\$25.85	\$26.35	\$26.90	\$27.95
4	\$25.56	\$26.21	\$26.71	\$27.26	\$28.31
5- Flaggers	\$21.86	\$22.51	\$23.01	\$23.56	\$24.61
6-Fence Builders	\$19.58	\$20.23	\$20.73	\$21.28	\$22.33
7-Landscaping or Planting Laborers	\$16.57	\$17.22	\$17.72	\$18.27	\$19.32

Foreman Premium: One dollar and thirty (\$1.30) per hour above highest classification supervised
Accredited Foreman Premium, an additional thirty-five cents (\$0.35) (See Schedule A for details)

General Foreman: When Laborer has been assigned to supervise two or more foremen, he/she shall be designated to act as General Foreman and shall receive ten percent (10%) per hour above the highest classification supervised.

FRINGE BENEFIT PACKAGE

Health & Welfare	\$ 4.85
CIDFWP	\$.10
Pension	\$ 2.70
Training	\$.40
PWLE	\$.02
CAF	\$.03
LECET	\$.05

DEDUCTIONS: From net pay after taxes (effective June 1, 2005):

Credit Union	\$1.00
FCF	\$.03
Union Dues	\$.70

WAGES AND FRINGE BENEFITS (Per Hour)

EFFECTIVE: JUNE 1, 2006 THROUGH MAY 31, 2009

- NOTES: 1) See Schedule A for classification Groups.
2) See Schedule A for Zone Wage Scale Information.

Group	June 1, 2006 Total Increase	June 1, 2007 Total increase	June 1, 2008 Total Increase
1	\$0.97 *	\$1.00 *	Open **
2	\$0.99 *	\$1.02 *	Open **
3	\$1.00 *	\$1.03 *	Open **
4	\$1.01 *	\$1.04 *	Open **
5	\$0.90 *	\$0.93 *	Open **
6	\$0.83 *	\$0.86 *	Open **
7	\$0.74 *	\$0.76 *	Open **

* A Portion of the increase may be allocated by mutual agreement to fringe benefits. The allocation to Health and Welfare will not exceed forty (\$0.40) per year.

** **The June 1, 2008 wages are open for negotiations**

APPRENTICESHIP:

The parties signatory hereto agree to establish an apprenticeship program. This would be accomplished by enlarging the existing training program into a full indentured training program. The rates of pay shall have increments as a percentage rate of journeyman scale, as listed below.

APPRENTICESHIP PROGRAM:

Section 1. Recognizing the need for an 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 and shall:

a. Be 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 Article 9, Hiring Hall.

c. Provide wages in accordance with the following defined classifications:

Apprenticeship Rates: (PERCENTAGE COMPUTED ON CURRENT GROUP I RATES)

06/01/05 THROUGH 05/31/06

	Zone A	Zone B	Zone C	Zone D	Zone E
0 - 1000 hrs 60%	\$14.53	\$14.92	\$15.22	\$15.55	\$16.18
1001 - 2000 hrs 70%	\$16.95	\$17.41	\$17.76	\$18.14	\$18.88
2001 - 3000 hrs 80%	\$19.38	\$19.90	\$20.30	\$20.74	\$21.58
3001 - 4000 hrs 90%	\$21.80	\$22.38	\$22.83	\$23.33	\$24.27

Notes: At no time will apprentice wage rates exceed those of journeyman for the same classification of work. The fringe benefit contribution rates for apprentices shall be the same as for the journeyman.

CLASSIFICATIONS

- GROUP 1 -

Includes: General Laborers and the following:

Asphalt Plant Laborers	Loading Spotters
Asphalt Spreaders	Material Yard Man (including electrical)
Batch Weighman	Powderman Tender
Broomers	Pittsburgh Chipper Operator or similar types
Brush Burners and Cutters	Railroad Track Laborers
Car and Truck Loaders	Ribbon Setters (including steel forms)
Carpenter Tender	Rip Rap Man (hand placed)
Change-House Man or Dry Shack Man	Road Pump Tender
Choker Setters	Scaffold Tender
Clean Up Laborers	Sewer Labor
Curing, Concrete	Signalman
Demolition, Wrecking and Moving Laborers	Skipman
Dumpers, Road Oiling Crew	Slopers
Dumpmen (for grading crew)	Spraymen
Elevator Feeders	Stake Chaser
Erosion Control Specialist	Stockpiler
Guard Rail, Median Rail, Reference Post	Tie Back Shoring
Guide Post, Right-of-Way Marker	Timber Faller and Bucker (hand labor)
Fine Graders	Toolroom Man (at job site)
Form Strippers (not Swinging stages)	Traffic Control Laborer
Leverman or Aggregate Spreaders (Flaherty and similar types)	Weight-Man-Crusher (aggregate when used)

Note: All other work classifications not specifically listed shall be classified as General Laborer Group 1

- GROUP 2 -

Includes the following:

Application (including Pot Power Tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project	Handlers or Mixers of all Materials of an irritating nature (including Cement & Lime)
Brush (Power Saw)	Hand Placed Sand Blasting (Wet)
Burners	Pipe Doping & Wrapping
Choker Splicer	Post Hold Digger, air, gas or electric
Chuck Tender	Pressure Washer
Clary Power Spreader and similar types	Ribbon Setter, Head
Clean-up Nozzleman-Green-Cutter (Concrete, Rock, etc.)	Rip Rap Man (Head)
Concrete Crew, Bull Gang	Stake-Setter
Concrete Laborers	Tampers
Concrete Power Buggyman	Tool Operators, includes but is not limited to:
Crusher Feeder	Dry Pack Machine
Demolition and Wrecking Charred Materials	Jackhammer
Gunite Nozzleman Tender	Chipping Guns
Gunite or Sand Blasting Pot Tender	Paving Breakers
	Traffic Control Supervisor

- GROUP 3 -

Includes the following:

Asbestos Removal	Sand Blasting (dry)
Bit Grinder	Sewer Timbermen
Concrete Saw Operator	Track Liners
Drill Doctor	Anchor Machines
Hazardous Waste Worker	Ballast Regulators
Lead Abatement	Multiple Tampers
Manhole Building	Power Jacks
Mold Remediation or Removal	Tugger Operator
Nippers and Timbermen	Vibrating Screed
Nuclear Plant Worker – Lead Shield	Vibrators (all types)
Power Saw Operators (bucking & falling)	Water Blaster
	Welder

- GROUP 4 -

Asphalt Raker
Concrete Saw Operator (Walls)
Concrete Nozzlemen
Drill Operators, Air Tracks, Cat Drills, Wagon
 Drills, Rubber-Mounted Drills and other
 similar types, including at Crusher Plants
Grade Checker
Guniting Nozzleman
High Scalars, Strippers and Drillers
 Covers work in swinging stages, chairs or
 belts, under extreme conditions unusual to
 blasting, barring down, or slopping
 and stripping

Laser Beam (pipe laying) – applicable when
 employee assigned to move, set up, align
Laser Beam
Loop Installation
Pipelayer-all types
Powderman
Pumpcrete Nozzleman

TUNNELS:

Bullgang (above ground)
Chuck Tenders
Miner – Tunnel
Motorman – Dinky Locomotive
Muckers, Brakemen
Powderman – Tunnel
Shield Operator
Laser Beam (Tunnel) – Applicable when
employee assigned to move, set up, align

- GROUP 5 -

Traffic Flaggers

Fire Watch
Confined Space / Hole Watch

-GROUP 6-

Fence Builders

- GROUP 7-

Landscaping or Planting & Irrigation Sprinkler
System Laborers

FOREMAN PREMIUM: When one of the Laborers is designated to act as foreman he/she shall receive **one dollar and thirty cents (\$1.30)** per hour above highest classification supervised. The contractor shall have the right to determine in his sole discretion the need for and the number of Laborer Foremen or Traffic Control Supervisors.

It being further understood, that all crews that are made up of a majority of Laborers shall be supervised by a Laborer Foreman.

When a Group 4 Powder Man is designated to act as foreman he/she shall receive **one dollar and thirty cents (\$1.30)** per hour above his/her Group Rate

Foreman Training:

An increased Foreman’s premium of thirty-five cents (\$.35) will be provided for:

- Individuals who successfully complete a jointly agreed upon Foreman’s Training Curriculum and;
- When the individual is assigned as a Foreman by his/her employer.

General Foreman: When one of the Laborers has been assigned to supervise two or more foremen, he/she shall be designated to act as General Foreman and shall receive ten (10%) percent per hour above the highest classification supervised.

ZONE PAY DIFFERENTIAL

A. The parties to the Agreement recognize that because of remoteness of area and other reasons, there is a great inequity between the living expenses of an employee providing for himself/herself and his family in the major metropolitan areas and those of an employee working in the remote areas within the large geographical area of this Agreement, and therefore, adopt the following provisions for wage scales.

FOR THE FOLLOWING CITIES:

Goldendale Longview Vancouver

a. All jobs or projects located **WITHIN thirty (30) miles** of the respective city hall of the above mentioned cities shall receive the basic rate of pay for all classifications (Zone A) as listed in Schedule "A."

b. All jobs or projects located **MORE THAN thirty (30) miles** and less than forty (40) miles from the respective city hall of the above mentioned cities shall receive Zone "B" allowance. The basic rate of pay shall be increased by sixty-five cents (65¢) per hour.

c. All jobs or projects located **MORE THAN forty (40) MILES** or less than fifty (50) miles from the respective city hall of the above mentioned cities shall receive Zone "C" allowance. The basic rate of pay shall be increased by one dollar and fifteen cents (\$1.15) per hour.

d. All jobs or projects located **MORE THAN fifty (50) MILES** and less than eighty (80) miles from the respective city of the above mentioned cities shall receive Zone "D" allowance. The basic rate of pay shall be increased by one dollar and seventy cents (\$1.70) per hour.

e. All jobs or projects located **MORE THAN eighty (80) MILES** from the respective city hall of the above mentioned cities shall receive Zone "E" allowance. The basic rate of pay shall be increased by two dollars and seventy-five cents (\$2.75) per hour.

NOTE #1: When suitable arrangements for daily transportation of an employee are made by the Employer, at no cost to the employee and the employee avails himself/herself of this opportunity, no zone pay shall be paid.

B. It is agreed that for the purpose of determining the proper wage scale under this Agreement:

1. All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time -- best road) to the geographical center on highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction work is located shall be considered the center of the project (end of measurement).

2. All related jobs or projects (such as a crusher's location) shall, for the purpose of determining the proper pay zone rates, be considered as a part of the prime job, with the exception of jetties which for the purpose of this Agreement, will have separate locations and may, therefore, have a different pay zone for the quarry and jetty sites.

DEFINITIONS

A. GENERAL. In any excavation, other than Item B--Sewers, etc.-- and Item C--Tunnels -- the classifications and rates of Item C--Tunnels --shall apply wherever the depth of excavation exceeds twice the largest horizontal dimension.

B. SEWERS, WATER AND GAS LINES, TELEPHONE AND ELECTRIC UNDERGROUND. Sewer pipe laying or monolithic sewer construction in open excavation or in completed tunnels (raises or shafts) shall be defined as sewer work.

C. MANHOLE EXCAVATION AND CONSTRUCTION, up to six (6) feet in largest horizontal dimension, shall be defined as sewer work, to maximum depth of twenty (20) feet, and defined as tunnel (shaft) beyond twenty (20) feet in depth. Manhole excavation and construction, over six (6) feet in largest horizontal dimension, shall be defined as tunnel (shaft) when the depth is more than twice the largest horizontal dimension.

D. TUNNELS. A "Tunnel" shall be defined as a subterranean excavation, lined or unlined, which because of its length, necessitates an employee or employees working underground for a distance of ten (10) feet or more. On all work classified as "Tunnel," the tunnel classification and rates shall apply to the entire length of the tunnel, from portal to portal.

A tunnel whose horizontal grade is over thirty percent (30%) and less than sixty percent (60%) shall be defined as a "Raise." A tunnel whose horizontal grade is greater than sixty percent (60%), and whose depth is more than twice its largest horizontal dimension, shall be defined as a "Shaft."

The above definitions of work shall apply also to the work of timbering and lining of tunnels (raises and shafts) as described above.

E. COFFERDAM WORK. Where workers are required to work inside cofferdams, which are confined areas without easy means of escape and where extreme hazards abnormal to ordinary operating conditions exist, the workers shall receive premium pay of fifteen cents (15¢) per hour above their regular rate.

COMPRESSED AIR WORK PROJECTS WAGE RATES AND CONDITIONS

On any compressed air work that may arise during the term of this Agreement, it is agreed that a Special Job Agreement will be negotiated prior to the bid or the start of the project between the Union and the Association.

SCHEDULE "C"

Labor Unions Signatory to the **2005 - 2009** Southwest Washington Laborers Agreement

WASHINGTON LABORERS

Washington & Northern Idaho
District Council of Laborers,
Mill Creek, Washington

(425) 741-3556

Local No. 335, Vancouver, Washington

(360) 695-3318

Local No. 791, Longview, Washington

(360) 423-5690