

EASTERN WASHINGTON/NORTHERN IDAHO MASTER LABOR AGREEMENT
2022 -2025 AGREEMENT
between the
INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
and the
WASHINGTON AND NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS

INDEX	PAGE 1
PREAMBLE	2
<u>ARTICLE</u>	
1. PURPOSE OF AGREEMENT	2
2. WORK AFFECTED	3
3. MANAGEMENT'S RIGHTS	3
4. TERRITORY COVERED	3
5. WORK COVERED	4
6. UNION SECURITY	5
7. UNION RECOGNITION & HIRING PROCEDURES	5
8. STRIKES AND PICKET LINES	9
9. SCOPE OF AGREEMENT	9
10. SUBCONTRACTING	9
11. HOURS OF WORK-SHIFTS-OVERTIME	10
12. LUNCH AND REST PERIODS	12
13. HOLIDAYS	13
14. PAY DAY	13
15. UNION REPRESENTATIVES AND JOB STEWARDS	14
16. SETTLEMENT OF DISPUTES AND GRIEVANCES	15
17. JURISDICTIONAL DISPUTES	16
18. HEALTH, SAFETY AND ACCIDENT PREVENTION	17
19. SHOW UP – STAND BY & CALL BACK	18
20. EQUAL EMPLOYMENT OPPORTUNITY	19
21. SAVINGS CLAUSE	19
22. WARRANTY OF AUTHORITY	19
23. PUBLIC WORKS PROJECTS	20
24. OVERLAPPING JURISDICTIONS AND EMERGENCY WORK ASSIGNMENT	21
25. CRAFT SCHEDULES	21
26. SPECIAL CONDITIONS	22
27. EFFECTIVE DATE AND DURATION	22
28. HEALTH CARE LEGISLATION	22
29. TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)	23
30. LABOR MANAGEMENT MEETINGS	23
SCHEDULE A – WAGE RATES	25
SCHEDULE B – LABORERS' TRUST FUNDS	33
SCHEDULE C – WORK RULES	36
SCHEDULE D - HIRING OF APPRENTICES	39

INLAND NORTHWEST
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
and the
WASHINGTON & NORTHERN IDAHO
DISTRICT COUNCIL OF LABORERS
INTERNATIONAL UNION OF NORTH AMERICA
LOCAL NOS. 238, 348

6-1-22 TO 5-31-25

PREAMBLE

P.1 This Agreement is a successive principle agreement to the Eastern WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS' INTERNATIONAL UNION **2019-2021** industry agreement, and all other prior agreements thereto by and between the WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NOS. 238, 348 and the INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

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

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

**ARTICLE I
PURPOSE OF AGREEMENT**

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

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

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

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

ARTICLE 2 WORK AFFECTED

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

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

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

ARTICLE 3 MANAGEMENT'S RIGHTS

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

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

ARTICLE 4 TERRITORY COVERED

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

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

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

ARTICLE 5 WORK COVERED

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

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

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

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

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

ARTICLE 6 UNION SECURITY

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

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

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

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

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

ARTICLE 7 UNION RECOGNITION AND HIRING PROCEDURES

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

- A. All qualified applicants referred for work to an Employer shall provide to the Employer when reporting for work two pieces of identification, one of which has a picture of the applicant.**
- B. All qualified applicants shall complete and sign W-4 and I-9 forms as requested by the Employer.**

- C. An applicant who fails or refuses to submit this information or who provides false information when referred to an Employer shall be registered on the bottom of the appropriate out-of-work list for which the applicant qualifies.
- D. An applicant who, upon a subsequent referral to an Employer, fails or refuses to submit this information or provides false information shall be denied use of all hiring facilities within the area of this District Council, unless the applicant enters into a written agreement that the applicant will submit the information to Employers.

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

7.3 The Employer shall have the right to reject any job applicant, but the applicant and the Local Union shall be entitled to the reason for such rejection in writing.

7.4 The Employers acknowledge and support the LIUNA Code of Performance, dated 5/14/2010, as an effort to increase competitiveness by improving the quality and performance of the workforce. To assist the Union with implementation of this Code of Performance, the Employers agree to designate discharges "for cause" in writing, when appropriate. This clause is intended only to assist the Union in implementing its Code of Performance with future referrals under the Union's hiring hall procedures. Otherwise, this clause does not create any new or additional rights for the workers or additional responsibility for Employers under this Agreement.

7.5 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 written termination notice, within fifteen (15) working days to the Union, stating the reasons for termination. If no notice of cause is provided, the individual shall be eligible for rehire without exception.

7.6 General Termination: When a registrant has been terminated as unsatisfactory or has been discharged for cause by at least three (3) Employers within a twenty-four (24) month period, he/she shall be denied further use of all hiring halls covered by the District Council provided the Employers have furnished the Local Unions in writing the reasons for such terminations or discharges. Members wishing to demonstrate that corrective action has been taken by them, and therefore they should be allowed access to the hiring hall facilities, may petition the District Council's Executive Board for an opportunity to appear and give their position. The member's petition to the District Council's Executive Board shall be filled within one year from the date he/she has been denied further use of the hiring halls covered by the District Council. A member may petition twice for the restoration of his/her use of the hiring hall facilities covered by the District Council. The burden is on the petitioning member to demonstrate that corrective action has been taken to remedy the issue(s) outlined in the termination letters. The District Council's

Executive Board shall be the sole judge as to whether such corrective action is sufficient for reinstatement.

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

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

**Business Manager
Washington & Northern Idaho District Council of Laborers
12101 Tukwila International Boulevard, Suite 300
Seattle, WA 98168**

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

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

7.8 The referral procedure as contained herein shall be followed except:

- A.** Requests by the Employer for key personnel to act as supervisors or foremen shall be honored without regard to the requested employee's place on the out-of-work list. To qualify for a request under this Section, the employee must actually perform the duties of the position requested.
- B.** Bona fide requests will be honored for individuals previously employed by the Employer when requested by name and whose name appears on the out-of-work list and who have been legally employed by the Employer in the area of the jurisdiction of the Local Union.

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

- C. The Employer may bring three (3) present employees at his discretion into the geographic jurisdiction of the Local Union for each job. In such cases, the Employer transferring such employees from one Local jurisdiction into another Local Union jurisdiction shall be required to check in and receive clearance from the Local Union having jurisdiction over the project. Failure to comply with this provision may be grounds for the Union to request termination of said employees.
- D. Additionally, the Employer may request by name, regardless of their respective position in Group A, one (1) individual for each three (3) Laborers hired. (Exception for Central Washington only: one (1) individual for each one (1) Laborer hired.) The provision will apply to Group A registrants only.
- E. When the Employer has placed an order for employees requiring special skills or of special classification, applicants possessing the qualifications of the job will be referred in the order in which their names appear on Group A, C or D of the out-of-work list.

7.9 College Students: College students seeking employment during the period of May 1st through October 1st shall register on the Local Union's out-of-work list by personal call or in writing. An Employer (owner) desiring to hire such students shall notify the Local Union of such desire and the student shall not be employed until such registration has been complied with. Employers agree to terminate college students by October 1st. Hours worked by college students shall not count towards any Hiring Hall list qualifications.

By mutual agreement between the Employer and the Local Business Manager, a college student may be called for by name, and be referred to the Employer without regard to his/her place on the out-of-work list. Such request for college students and Interns combined may be allowed on a ratio of one (1) for the first five (5) Laborers employed up to a total of three (3) students or Interns on any one job. However, this ratio may be waived by mutual agreement of the Union and the Employer.

A college student must demonstrate that he/she has been accepted as a full-time student and is currently registered in school with no less than twelve (12) credited hours of instruction.

In the case of a formal construction related college internship, mutual agreement is implied herein, and the student shall be called for by name and will be referred to the Employer without regard to their place on the out-of-work list, provided such request shall not displace any current employees. All conditions related to ratios indicated above shall apply to this provision. Formal construction-related college interns shall be allowed to work at any time during the year when mutually agreed to by the Employer and the Local having jurisdiction over the job. Hours worked by interns shall not count towards any Hiring Hall list qualifications.

**ARTICLE 8
STRIKES & PICKET LINES**

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

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

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

**ARTICLE 9
SCOPE OF AGREEMENT**

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

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

**ARTICLE 10
SUBCONTRACTING**

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

10.2 Whenever the Employer is obligated to satisfy DBE-MBE-WBE or similar governmental subcontracting recruiting requirements the Employer shall provide proof of the requirement and the Union shall provide a list of qualified subcontractors to the Employer prior to the bid date. The Union and the Employer by mutual agreement may waive this provision prior to commencement of the work provided the Employer can document attempts have been made to obtain qualified competitive Union MBE/WBE/DBE subcontractors to meet these requirements.

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

ARTICLE 11
HOURS OF WORK - SHIFTS – OVERTIME

11.1 Single Shift Operation:

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

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

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

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

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

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

(G) Special Shift Premium for Prevailed work in the Washington is basic hourly rate plus \$2.00 per hour. When conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that more than four (4) hours of the special shift can only be performed outside the normal 6am-6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an Employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. Shift premium will only apply on a second shift of a 2-shift operation when the language above is met.

11.2 Multiple Shift Operation:

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

(A) Two Shift Operation: On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two-shift operation, the second shift shall be established for a minimum of three (3) days.

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

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

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

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

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

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

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

11.3 General Provisions:

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

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

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

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

ARTICLE 12 LUNCH AND REST PERIODS

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

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

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

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

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

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

ARTICLE 13 HOLIDAYS

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

ARTICLE 14 PAY DAY

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

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

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

14.4 If an employee is not paid in accordance with **14.1**, **14.2** or **14.3** he shall receive two (2) hours pay for each 24-hour period, or portion thereof, thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institution account will serve as the cutoff for any penalty. Saturdays, Sundays and recognized holidays are excluded from the 24-hour period for determining penalty. Employees must notify the Union within seventy-two (72) hours after the payday, layoff or discharge to be eligible for penalty pay.

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

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

14.7 Payroll checks and stubs shall indicate company name, straight time hours, overtime hours, rate of pay, itemized legal deductions, to include dues check-off and credit union, plus allowances if applicable. In the event an employee receives an N. S. F. check, thereafter all payments shall be made by cash or certified check, and he shall be considered not paid timely and shall receive eight (8) hours pay for every 24-hour period thereafter until he receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty. Payroll stubs for those employees choosing direct payroll deposit shall be delivered in accordance with the procedures in Section **14.1**.

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

ARTICLE 15 UNION REPRESENTATIVES & JOB STEWARDS

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

15.2 Shop and Job Steward Rules:

1) Shop and Job Stewards shall be appointed by their respective Unions. Upon appointment, the Union shall identify the Steward to the Employer or his representative in writing.

2) Stewards shall be allowed access to all places where employees covered by this Agreement are employed.

3) Job and Shop Stewards shall be allowed reasonable time for performance of their duties and shall be allowed to take care of union problems immediately.

4) All accidents on the job that cause the employee's removal from the job shall be reported immediately by the Employer to the Union and the Job Stewards.

5) In the event an employee is injured or becomes ill on the job, the Employer's representative in conjunction with the Steward shall take care of his personal belongings and their disposition.

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

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

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

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

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

ARTICLE 16 SETTLEMENT OF DISPUTES & GRIEVANCES

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

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

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

16.4 All applicable rules, accrual and pay per any paid sick leave laws shall be subject to the grievance procedures set forth in Article 15.

16.5 STEP I:

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

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

16.6 STEP II:

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

16.7 STEP III:

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

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

ARTICLE 17 JURISDICTIONAL DISPUTES

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

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

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

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

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

Such statements shall be written on the individual Employer's letterhead. Upon written request from the Union, the Employer shall provide to the Union, with a copy to the AGC, a Letter of Assignment that sets out any Laborer work assignments made on a jobsite. The Union may make such a request during a pre-job or while a project is under construction in order to verify work that is performed by its members. If the request is made after the project has been completed, the Employer and the Union shall ensure the accuracy of the description of the assignments. The letter of assignment shall contain a complete description of the work and the work processes, the make-up of the crew and the name and location of the project. **Employers who fail to comply with the request within ten (10) days shall be subject to the Grievance Procedure.**

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

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

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

ARTICLE 18 HEALTH, SAFETY AND ACCIDENT PREVENTION

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

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

18.3 DRY SHACK:

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

18.4 SUBSTANCE ABUSE POLICY:

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

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

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

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

ARTICLE 19 SHOW UP - STANDBY & CALL BACK

19.1 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive two (2) hours reporting pay and applicable fringes for jobs within Zone 1 and four (4) hours reporting pay and applicable fringes for jobs within Zone 2. Employees who work in excess of these amounts shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation except as provided in **19.2**.

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

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

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

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

**ARTICLE 20
EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**ARTICLE 21
SAVINGS CLAUSE**

21.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 16 shall not apply to this Article.

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

**ARTICLE 22
WARRANTY OF AUTHORITY**

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

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

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

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

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

ARTICLE 23 PUBLIC WORKS PROJECTS

Public Works Projects - Davis Bacon Act & Related Statutes

23.1 In the event the Employer bids a public job or project being awarded by a Federal, State, County, City or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established or established by the Secretary of the U.S. Department of Labor (*[pursuant to the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., whose regulations are contained in 29 CFR Parts 1, 3, 5, 6 and 7, and which determinations are published in the Federal Register]*) or by the Director of the Department of Labor and Industries (*pursuant to RCW 39.12.010 to RCW 39.12.900*) prevailing wages on public works Washington State, Prevailing Wage on Public Works and other applicable prevailing wage laws and regulations, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rates for Health and Welfare only shall be those as established and maintained by the Master Agreements. In the event a Health and Welfare contribution rate increase exceeds forty (40) cents per hour, any additional amount will be deducted from the employees' wage rate. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

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

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

23.4 *Except as provided in Article 11, Section 11.1 (B) on affected Washington State public works projects all work performed on Saturdays shall be paid at time and one-half the straight time rate and all work performed on Sundays and holidays shall be paid at double the straight time rate.*

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

**ARTICLE 24
OVERLAPPING JURISDICTION &
EMERGENCY WORK ASSIGNMENT**

24.1 OVERLAPPING JURISDICTION:

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

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

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

24.2 EMERGENCY WORK ASSIGNMENT:

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

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

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

**ARTICLE 25
CRAFT SCHEDULES**

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

**ARTICLE 26
SPECIAL CONDITIONS**

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

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

**ARTICLE 27
EFFECTIVE DATE AND DURATION**

27.1 It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effect as of **June 1, 2022** and shall remain in full force and effect without change until **May 31, 2025**, and from year to year thereafter unless either party hereto desires to modify, amend or terminate this Agreement after **May 31, 2025**, or any subsequent anniversary year. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, superseded by a successor principal agreement which shall apply or terminated.

27.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the other party written notice of such desire not later than sixty (60) days nor more than ninety (90) days prior to **May 31, 2025**, or later than sixty (60) days or more than ninety (90) days prior to May 31 of any subsequent anniversary year thereafter.

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

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

**ARTICLE 28
HEALTH CARE LEGISLATION**

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

ARTICLE 29
TRIBAL EMPLOYMENT RIGHTS OFFICES (TERO)

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

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

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

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

ARTICLE 30
LABOR MANAGEMENT MEETINGS

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

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

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

WASHINGTON & NORTHERN IDAHO
DISTRICT COUNCIL OF LABORERS




Stacy Martin
Business Manager &
Secretary-Treasurer

DATE: 6-1-2022

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

INLAND NORTHWEST
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.



TOM STEWART
Chairman, Negotiating Committee

DATE: 6-1-22

SCHEDULE "A"
WAGE RATES
HEAVY-HIGHWAY AND BUILDING CONSTRUCTION

Schedule A-1

Counties include Spokane, Lincoln, Benton, Franklin, Walla Walla, Garfield, Whitman and Asotin in Washington and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County North of Parallel 46 in the State of Idaho.

Total Package Increase

Group #	6/1/2022		6/1/2023	6/1/2024
1	\$29.68		4%	4%
2	\$32.42		4%	4%
3	\$32.71		4%	4%
4	\$33.00		4%	4%
5	\$33.30		4%	4%
6	SANDHOGS			
7	\$33.19		4%	4%
8	SEE MASONARY AGREEMENT			
9	\$34.77		4%	4%
10	\$35.13		4%	4%
11	\$46.21		10%	10%

Schedule A-2*

Counties include Adams, Grant, Pend Oreille, Stevens, Ferry, and Columbia and that portion of Okanogan and Douglas lying east of the 120th Meridian.

Total Package Increase

Group #	6/1/2022		6/1/2023	6/1/2024
1	\$32.68		TBD	TBD
2	\$35.42		TBD	TBD
3	\$35.71		TBD	TBD
4	\$36.00		TBD	TBD
5	\$36.30		TBD	TBD
6	SANDHOGS			TBD
7	\$36.19		TBD	TBD
8	SEE MASONRY AGREEMENT			TBD
9	\$37.77		TBD	TBD
10	\$38.13		TBD	TBD

***Note: Schedule A-2 wages @ \$3/hr higher than Schedule A-1**

GROUP I A

Flagman
Landscape Laborer
Scaleman

Traffic Control Laborer ¹
Window Washer/Cleaner*
Pilot Car

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

GROUP II

Asbestos Abatement Worker
Brick Pavers²
Brush Hog Feeder
Carpenter Tender
Cement Handler
Clean-up Laborer

Grout Machine Header Tender
Guard Rail³
Hazardous Waste Worker (Level D)⁴
HDPE or similar liner installer
Lead Abatement Worker
Miner, Class "A"⁵

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

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

³ **TO INCLUDE:** Guard rails, guide and reference posts, sign posts and right-of-way markers.

⁴ This is the lowest level of protection. No respirator is used and skin protection is minimal.

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

Concrete Crewman ⁶	Mold Abatement Worker
Concrete Signalman	Nipper
Confined Space Attendant	Riprap Man
Crusher Feeder	Sandblast Tailhoseman
Demolition ⁷	Scaffold Erector, wood or steel
Dry Stack Walls ⁸	Stake Jumper
Dumpman	Structural Mover ⁹
Erosion Control Laborer	Tail Hoseman (water nozzle)
Fence Erector	Timber Bucker & Faller (by hand)
Firewatch	Track Laborer (RR)
Form Cleaning Machine Feeder, Stacker	Truck Loader
General Laborer	Well-Point Man
Traffic Control Supervisor	

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

GROUP III

Asphalt Roller, walking
 Cement Finisher Tender
 Concrete Saw, walking
 Demolition Torch
 Dope Pot Fireman, non-mechanical
 Driller Helper (when required to move & position machine)
 Form Setter, paving
 Hazardous Waste Worker (Level C)¹⁰
 Jackhammer Operator Miner, Class "B"¹¹
 Nozzleman, water (to include fire hose), air or steam
 Pavement Breaker, under 90 lbs.
 Pot Tender
 Powderman Helper
 Power Buggy Operator
 Power Tool Operator, gas, electric, pneumatic
 Railroad Equipment, power driven, except dual mobile
 power spiker or puller
 Railroad Power Spiker or Puller, dual mobile
 Rigger/Signal Person
 Rodder & Spreader

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

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

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

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

¹⁰ This level includes a chemical "splash suit" and air purifying respirator.

¹¹ TO INCLUDE: Brakeman, Finisher, Vibrator, Form Setter.

Compaction Equipment¹²
Trencher, Shawnee
Tugger Operator
Wagon Drills
Water Pipe Liner
Wheelbarrow, power driven
Remote Equipment Operator¹³

GROUP IV

Air and Hydraulic Track Drill	Miner, Class "C" ¹³
Asphalt Raker	Monitor Operator, air track or similar mounting
Brush Machine ¹⁴	Mortar Mixer
Caisson Worker, free air	
Nozzleman ¹⁵	
Chain Saw Operator & Faller Concrete Stack ¹⁶	Pavement Breaker, 90 lbs. & over Pipelayer ¹⁷
Gunitite ¹⁸	Pipewrapper
Hazardous Waste Worker (Level B) ¹⁹	Trenchless Technology Technician
High Scaler	Plasterer Tenders
Laser Beam Operator ²⁰	Vibrators, ALL

Pipelayer, Corrugated Metal Culvert and multi-plate

GROUP V

Drills with dual masts
Hazardous Waste Worker (Level A)²¹
Miner, Class "D"²²
Welder, electric, manual or automatic²³
Remote equipment operator

GROUP VI

(SAND HOGS UNDER COMPRESSED AIR CONDITIONS)

¹² TO INCLUDE: All hand operated power compaction equipment.

¹³ i.e. Compaction and Demolition

¹³ TO INCLUDE: Miner, Nozzleman for concrete, Laser Beam Operator and Rigger on tunnels.

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

¹⁵ TO INCLUDE: Jet Blasting Nozzleman, over 1200 lbs., jet blast machine power-propelled, sandblast nozzle, Squeeze and Flo-crete nozzle

¹⁶ TO INCLUDE: Laborers when working on free standing concrete stacks for smoke or fume control above 40 feet high.

¹⁷ TO INCLUDE: Working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamper. Including pressurized and non-pressurized ductile pipe, gravity pipe and HDPE (fused and non fused)

¹⁸ TO INCLUDE: Operation of machine and nozzle.

¹⁹ Uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit."

²⁰ TO INCLUDE: Elevation control.

²¹ This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

²² TO INCLUDE: Raise and Shaft Miner, Laser Beam Operator on raises and shafts.

²³ TO INCLUDE: HDPE or similar pipe and liner

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

			<u>6-1-22</u>		
Work	Hours	Over-Time	Zone 1	Zone 2	
Lbs.		Div.			
1-14	6	7 ½	\$273.76		
14-18	6	7 ½	278.69	Add	Rates to be recalculated as needed
18-25	4	7 ½	278.97		
18-22	6	10	300.83	\$16.00	
22-26	4	7 ½	283.29		
26-32	4	7 ½	285.91	per	
32-38	3	7 ½	288.87		
38-44	2	7 ½	290.28	shift	
Outside Lock & Gauge Tender			266.40		

GROUP VII

Construction Specialist²⁴

GROUP VIII

Hod Carrier²⁵

GROUP IX

Powderman

GROUP X

Grade Checker

FOREMAN: **7%** above highest **journeyman** rate supervised.

GENERAL FOREMAN: **12%** above highest **journeyman** rate supervised.

(See Work Rule #2)

GROUP XI

²⁴ **TO INCLUDE:** Work requiring special skills not addressed in the above classifications mutually agreed to between the Union and the Employer.

²⁵ Wages, Fringes and Promotional Fund as per Spokane Masonry Association Agreement.

Rad-Con Technician/Industrial Hygienist*

Rad-Con Technician 15% above step rate for Foreman

Rad-Con Technician 30% above step rate for General Foreman

Fringe Benefits:

	<u>6-1-2022</u>	<u>6-1-23</u>	<u>6-1-24</u>
Health & Welfare	\$7.55		
Pension	\$6.60		Subject
Training	\$0.95		to
LECET	\$0.10		Allocation

Deductions:

Credit Union	\$1.00
Union Dues	\$1.83
LPL	\$0.03

All Fringe Benefits and Deductions shall be the same as those established in the Master Labor Agreement.

*Workers that are dual certified and performing both Rad-Con Technician and Industrial Hygienist duties on the same project shall receive \$2.00 over Group XI.

APPRENTICES SCHEDULE A-1

(PERCENTAGE COMPUTED ON GROUP II RATE):

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

Apprenticeship Rates:

STEP / HOURS	%	<u>6-1-2022</u>	<u>6-1-23</u>	<u>6-1-24</u>
I 0-1000	60%	\$19.45	To be	
I 1001-2000	70%	\$22.69	computed	
II 2001-3000	80%	\$25.94	after	
IV 3001-4000	85%	\$27.56	allocation	
V 4001-5000	90%	\$29.18		
VI 5001-6000	95%	\$30.80		

APPRENTICES SCHEDULE A-2

STEP / HOURS	%	<u>6-1-2022</u>	<u>6-1-23</u>	<u>6-1-24</u>
I 0-1000	60%	\$22.45	To be	
I 1001-2000	70%	\$25.69	computed	
II 2001-3000	80%	\$28.94	after	
IV 3001-4000	85%	\$30.56	allocation	
V 4001-5000	90%	\$32.18		
VI 5001-6000	95%	\$33.80		

APPRENTICESHIP PROGRAM

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

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

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

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

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

FRINGE BENEFITS:

	<u>6-1-22</u>	<u>6-1-23</u>	<u>6-1-24</u>
HEALTH & SECURITY	\$7.55	Subject to Allocation	
PENSION	\$6.60		
TRAINING	\$0.95		
LECET (Laborers-Employers Cooperation & Education Trust)	\$0.10		
TOTAL:	\$15.20		

Deduct from net wages:

CREDIT UNION	\$1.00
DUES CHECK OFF	\$1.83

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

LPL (Laborers Political League)	\$0.03
------------------------------------	--------

The **June 1, 2023 and the June 1, 2024** allocation of the wage/fringe package will be determined sixty (60) days prior to the anniversary date.

DISPATCH POINTS:

WASHINGTON

BRIDGEPORT

(Contact Local 348)

MOSES LAKE

(Contact Local 348)

LOCAL 348

P. O. Box 1349

Richland, WA 99352

(509) 420-4581

LOCAL 238 - SPOKANE

(509) 328-6660

N. 1330 Calispel, 99201-2316

WALLA WALLA

(Contact Local 348)

IDAHO

LOCAL 238 - LEWISTON

(Contact Spokane)

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

SCHEDULE "B"
LABORERS TRUST FUNDS
HEALTH & WELFARE / PENSION / TRAINING
LECET / POLITICAL ACTION

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

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

SECTION 2.2 Commencing June 1, 2000, the Employers agree to make payments to the Washington-Idaho Laborers-Employers Excess Benefit Trust Fund, in the amount (if any) determined by the Trustees of the Excess Benefit Trust Fund. Such contributions to the Excess Benefit Trust Fund shall be an offset against the amounts otherwise due from the Employer to the Washington-Idaho Laborers-Employers Trust Fund pursuant to Section 2.1 above and the amount the Employer is obligated by this Agreement to contribute to the Washington-Idaho Laborers-Employers Pension Trust Fund shall be reduced by the amounts contributed to the Excess Benefit Trust Fund pursuant to the determination of the Trustees of the Excess Benefit Trust Fund. The parties agree that the Washington-Idaho Laborers-Employers Excess Benefit Trust Fund will be a non-qualified defined contribution plan, which shall only provide benefits for current retirees under the Washington-Idaho Laborers-Employers Pension Plan whose benefit payments were reduced in the prior

calendar year on account of Internal Revenue Code Section 415, and that such benefits will be payable only when and to the extent determined by the Trustees of the Excess Benefit Trust Fund. In the event, however, that the Internal Revenue Code Section 415 is repealed, modified or otherwise rendered moot by legislative action, this paragraph shall have neither force nor effect. In such event, the remaining articles and sections of this collective bargaining agreement shall be unaffected and shall otherwise remain in full force and effect.

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

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

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

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

SECTION 5. CREDIT UNION PROVISION. It is agreed that all Employers working within the geographic area covered by this Agreement shall subtract a sum, as listed in Schedule "A" from each employee's net paycheck (after taxes), for each hour worked by its employees performing work covered by this Agreement regardless of Union membership. Said contributions shall be made to the appropriate affiliated credit union. Contributions will be made on the same form as Health & Security payments and the pro-rata cost of such forms and the collection and accounting thereof will be paid by the Union to the fringe benefit administrator.

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

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

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

SECTION 8. In order to eliminate onerous book and record keeping burdens on the Employer, parties hereto, said Employers will make contributions to each of the funds by means of one check and one report to include all Funds. Pro-rata cost of the report form will be paid by the Funds equally. The Fund Administrator and the depository bank working jointly will distribute the contributions as outlined in the report and this Article.

SECTION 9. Such payment shall be made monthly on or before the 15th of the month following the month in which the hours were worked. Payments must be made on all compensable hours whether worked by Laborers hired by the Employer or by Laborers working for persons to whom the Employer has contracted or subcontracted work. All such contributions are for the benefit of Laborers working under this Agreement.

SECTION 10. It is agreed by the Employers within the area covered by this Agreement that this section covering the Employers' Trust Fund contributions shall continue as a separate written agreement including the legal remedies for collection of contributions during the period of negotiations for a new agreement and may be enforced by the Trust Funds in either State or Federal Court, at the election of the Trust Funds.

SECTION 11. Fringe Option: Union option to take money from wages to apply to fringe benefits with thirty (30) days' notice prior to any scheduled increase or anniversary date of this Agreement.

SCHEDULE "C" **WORK RULES**

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

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

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

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

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

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

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

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

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

10. TUNNELS & SHAFTS (FREE AIR):

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

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

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

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

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

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

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

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

11. COMPRESSED AIR CONDITIONS:

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

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

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

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

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

12. A single pre-job conference will be held if requested by either party. An additional pre-job conference may be held if requested by either party.

SCHEDULE "D"
HIRING OF APPRENTICES

SECTION 1. Employers signatory to this agreement may only employ Laborer apprentices registered through the Northwest Laborers-Employers Training Trust.

SECTION 2. Apprentices: The employment of apprentices shall be in accordance with the following ratios per job:

A. An Employer employing one or more Journey-level Laborers may employ apprentices on a one-to-one ratio. This is to be interpreted as per job. Each Contractor or contract is separate with their own ratios on the job.

NOTE: Employers who are signatory to this collective bargaining agreement are recognized as being an "Approved Training Agent" per WAC 296-05-009. If required, Employers shall sign a Training Agent Agreement to be approved by the Washington State Department of Labor and Industries. Employers may lose their training agent status with the State of Washington if they are found to be in violation of the established ratios. Employers who are signatory to this collective bargaining agreement are recognized as being an "Approved Training Agent" per Washington State Department of Labor and Industries Apprenticeship guidelines.

B. The apprentice to journey-level worker shall never exceed a one to one (1:1) ratio

C. The proper ratio of journeymen to apprentices will be maintained when reducing the workforce and when transferring employees from project to project

D. When performing overtime or emergency work, journeymen Laborers will be given preference.

Work Defined: By a single crew or on a crew-by-crew basis, and not to the job as a whole.

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

Note: Apprentices may not be transferred outside the area of the subcommittee's jurisdiction except when done in accordance with this subsection 1 E.

F. At no time will apprentices' wage rates exceed those of journeyman for the same classification of work.

G. Apprentices shall be indentured in accordance to the Northwest Laborers Apprenticeship Committee Standards of Apprenticeship

H. When an apprentice is required to attend training necessary for maintaining and/or upgrading his/her status in the apprenticeship program, and such training necessitates the absence of the apprentice from a job, the Employer shall grant

the apprentice leave from the job to satisfy the training requirement and restore his/her status on the job when the training is completed provided a position is available. Apprentices returning from training shall be given preference for employment.