DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

2024 -2027 AGREEMENT
between
ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON
And
WASHINGTON AND NORTHERN IDAHO
DISTRICT COUNCIL OF LABORERS

INDEX	**PAGE 1**
PREAMBLE	**2**
ARTICLE	
1. PURPOSE OF AGREEMENT	**2**
2. WORK AFFECTED	**3**
3. TERRITORY OF AGREEMENT	**3**
4. EFFECTIVE DATE AND DURATION	**3**
5. UNION SECURITY	**4**
6. UNION RECOGNITION AND HIRING PROCEDURES	**4**
7. SUBCONTRACTORS	**7**
8. HOLIDAYS	**7**
9. LUNCH PROVISIONS, REST PERIODS AND SICK LEAVE	**7**
10. PAY DAY	**9**
11. UNION REPRESENTATIVE	**10**
12. SETTLEMENT OF DISPUTES	**10**
13. SETTLEMENT OF JURISDICTIONAL DISPUTES	**11**
14. STRIKES AND PICKET LINES	**12**
15. SAFETY MEASURES	**12**
16. SAVINGS CLAUSE	**12**
17. HOURS OF WORK	**12**
18. OVERTIME	**14**
19. REPORTING AND MINIMUM HOURS PAY	**14**
20. MANAGEMENT RIGHTS CLAUSE	**15**
21. SPECIAL CONDITIONS	**16**
22. PRE-DETERMINED WAGE RATE PROJECTS	**16**
23. UNION DUES DEDUCTIONS	**16**
24. EQUAL EMPLOYMENT OPPORTUNITY	**17**
25. SUBSTANCE ABUSE POLICY	**17**
26. NORTHWEST LABORERS-EMPLOYERS COOPERATION AND EDUCATION TEAM	**17**
27. LIGHT DUTY RETURN TO WORK	**18**
APPENDIX 1	
SCHEDULE A CLASSIFICATIONS AND WAGE SCALES	**18**
SCHEDULE B – FRINGE BENEFITS	**23**
SCHEDULE C – ZONE PAY DIFFERENTIAL	**25**
APPENDIX 2	
CRAFT WORKING RULES	**26**
APPENDIX 3	
COMPRESSED AIR WORK	**27**
APPENDIX 4	
CENTRAL WASHINGTON AREA	**28**
APPENDIX 5	
HIRING OF APPRENTICES	**31**
APPENDIX 6	
OPERATION OF LOCAL UNION HIRING HALLS	**32**
WESTERN/CENTRAL WASHINGTON LOCALS	**36**
MEMORANDUM OF UNDERSTANDING FOR PRIVATE SECTOR WORK	**37**

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

2024 – 2027 AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON

and

WASHINGTON AND NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS

PREAMBLE

This Agreement is a successive principal Agreement of the 2021 - 2024 Agreement, and all other prior Agreements thereto by and between the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc., and the Washington and Northern Idaho District Council of Laborers.

For the purposes of this Agreement, the AGC of Washington is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is acting for and on behalf of Employers who have individually requested the AGC of Washington to act as their individual and separate bargaining agent in individual Employer units. Further, each individual principal member reserves the right to review and accept or reject any proposed Agreement negotiated between the Union and the AGC of Washington acting as an agent for the individual contractor members.

This is a collective bargaining Agreement between certain individual members of the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc. (hereinafter referred to as the "Employer"), and the Washington and Northern Idaho District Council of Laborers (hereinafter referred to as the "Union"), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory of Western and Central Washington.

ARTICLE 1
PURPOSE OF AGREEMENT

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

SECTION 2. Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has authority to make any promise, inducement or agreement contrary to the provisions herein.

SECTION 3. The Employer hereby voluntarily recognizes the Union as the exclusive bargaining agent of all employees performing bargaining unit work covered by this Agreement, and agrees that a majority of those employees have designated the Union as their collective bargaining representative.

SECTION 4. The Union recognizes the AGC of Washington as the exclusive individual bargaining agent for each Employer who has authorized the AGC of Washington to negotiate individually with the Union on its behalf.

SECTION 5. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction pursuant to Section 9 of the Labor Management Relations Act as amended.

SECTION 6. Any reference to "mutual agreement" is defined to mean an agreement between the Union and the Employer.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

ARTICLE 2
WORK AFFECTED

SECTION 1. This Agreement shall cover all Highway, Building, Heavy, Renewable, Construction and Engineering projects including the loading and unloading of barges or other carriers of the Employer's materials and equipment at loading facilities for the contractor's work performed by Employer parties to this Agreement in the counties outlined in Article 3, Section 1.

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

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

SECTION 4. Asbestos, Lead, Mold and Toxic Waste: This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, lead, mold and/or toxic waste.

ARTICLE 3
TERRITORY OF AGREEMENT

SECTION 1. This Agreement shall cover all construction work in the following counties: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, that portion of Pacific County north of a straight line made by extending the north boundary of Wahkiakum County west to the Pacific Ocean, Grays Harbor, Clallam, Jefferson, Mason, Kitsap, Island, San Juan, Chelan, Kittitas, Yakima and that portion of Douglas County lying west of the 120º meridian.

SECTION 2. Attached hereto and made a part of this Agreement is Appendix 4 which contains any differences in wages, travel or working conditions for the Central Washington area.

ARTICLE 4
EFFECTIVE DATE AND DURATION

SECTION 1. This Agreement shall be effective commencing June 1, 2024 and shall continue in force and effect through May 31, 2027. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, or superseded by a successor principal agreement, or terminated. For the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of, nor shall it in any way be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SECTION 3. Any "Notice of Opening" or "Notice of Termination" by the Employer shall be sent via certified mail to the Washington & Northern Idaho District Council of Laborers.

SECTION 4. Any "Notice of Opening" or "Notice of Termination" not submitted per the provisions of this article shall be absolutely null and void and completely ineffective for all purposes.

ARTICLE 5
UNION SECURITY

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

SECTION 2. No employee covered by this agreement shall be required to sign or be bound by a non-competition agreement of any kind or nature that restricts future employment opportunities.

SECTION 3. It is further agreed that all Union members employed by the Employer shall maintain their membership in good standing in 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, Article 23.

SECTION 4. Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall, upon the request of the Union in writing, result in the termination of such employee within two (2) working days, provided a replacement is available. Termination in this Article shall be within seven (7) working days under any circumstance.

ARTICLE 6
UNION RECOGNITION AND HIRING PROCEDURES

SECTION 1. The Employer will call upon the Local Union in whose territory the work is to be accomplished to refer qualified applicants for work in the classifications herein contained. In requesting applicants for work, the Employer shall notify the Local Union office either in writing, email 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, before commencement of work.

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.

SECTION 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,

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

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.

SECTION 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.

SECTION 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.

SECTION 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 or email termination notice (on Employer letterhead), within fifteen (15) working days to the Union, stating the reasons for termination. If no notice of cause is provided, the individual shall be eligible for rehire without exception.

SECTION 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, they 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 they have has been denied further use of the hiring halls covered by the District Council. A member may petition no more than twice for the restoration of their 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. Upon reinstatement the member will agree and sign a "Last Chance" agreement with Washington and N. Idaho District Council of Laborers' and all affiliated Locals. Regardless of DC Executive Board determination the member will not be allowed for dispatch back to the employers providing termination notice.

SECTION 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.

SECTION 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 Blvd., Ste. 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 they qualify. 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 they have 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.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SECTION 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.

SECTION 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.

SECTION 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 Student 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 they have 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.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

ARTICLE 7
SUBCONTRACTORS

SECTION 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 member of the Union will be employed by the Employer or any contractor or subcontractor at the jobsite if there is work to be done coming under the jurisdiction of the Union Agreement. The Union agrees that it will not take strike action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.

SECTION 2. Whenever the Employer is obligated to satisfy MBE/WBE/DBE recruiting or similar governmental subcontracting 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.

SECTION 3. When potential union subcontractors are not available in the locality of the jobsite to perform the work or where the general contractor receives no competitive union bids, by mutual agreement, the Employer and the Union may waive this provision. Provided, however, the Union and the Employer shall review the prices submitted before assigning the non-union subcontractor.

SECTION 4. When the total landscaping portion of a project is under two hundred and seventy-five thousand dollars ($275,000) in value and there is no portion of the landscaping excluded from the project or bid separately, the Employer may waive this provision. For the purpose of this Section, landscaping shall be as currently defined in WAC 296-127-01346.

ARTICLE 8
HOLIDAYS

SECTION 1. Holidays shall be:

New Year's Day	Martin Luther King Jr. (MLK)
Memorial Day	Fourth of July
Labor Day	Thanksgiving Day
Friday and Saturday after Thanksgiving Day	Christmas Day

Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. A holiday shall be a twenty-four (24) hour period, beginning with the regular starting time of the first shift on the date of the holiday unless otherwise mutually agreed to by the Employer and the Union. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day. No work shall be performed on Labor Day except to protect life and property or by mutual agreement of the Union and the Employer.

ARTICLE 9
LUNCH PROVISIONS, REST PERIODS AND PAID SICK LEAVE

SECTION 1. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (½) hour break for lunch. This lunch period shall not begin earlier than three and one-half (3 ½) hours after the start of the shift. If they are required to work past five (5) hours, one-half (½) hour at the applicable overtime rate shall be added to the hours worked and they must then be allowed time to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half (½) hour of overtime.

SECTION 2. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half (½) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer. If not given one-half (½) hour meal period, one-half (½) hour at the applicable overtime rate shall be added to the hours worked.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SECTION 3. Employees required to work more than five (5) hours after the end of the regular shift shall be allowed at least one-half (½) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer. If not given the one-half (½) hour meal period, one-half (½) hour at the applicable overtime rate shall be added to the hours worked.

SECTION 4. In the event that the Employer establishes a ten (10) hour day, the first lunch period shall be at mid-shift. Employees' lunch period may be staggered during the period of three and one-half (3½) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

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

A. In the event the rate of the day is straight time, the applicable overtime rate will be time and one-half (1½) times the straight time rate of pay.

B. In the event the rate of the day is time and one-half (1½), the applicable overtime rate will be two (2) times the straight time rate of pay.

C. In the event the rate of the day is double time, the applicable overtime rate will be two and one-half (2½) times the straight time rate of pay.

SECTION 6. REST PERIODS

A. The nature of the construction work covered by this Agreement allows intermittent rest periods. Employers shall provide such intermittent rest periods as work flow permits, not to exceed 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, at the employee's place of work. A rest period means to stop work duties, exertion or activities for personal rest and rejuvenation.

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

SECTION 7. PAID/SICK LEAVE

A. The parties to this Agreement acknowledge that given the nature of the construction industry, paid sick leave is not appropriate and hereby expressly waive the provisions of any city, state or county ordinance, rule or regulation granting paid sick leave to the employees under the jurisdiction of this Agreement, assuming that said ordinance, rule or regulation allows for such a waiver.

B. The Parties to this agreement will implement, as soon as practicable, a Paid Time Off fund (hereinafter "PTO fund") that is fully compliant with the Washington Paid Sick Leave provisions in RCW 49.46.180 – 49.46.830, and the federal requirements of the EO-13706 Fully Federally Funded jobs and their implementing regulations. The PTO fund must also constitute an express waiver of those sick leave provisions in accordance with RCW 49.46.180(1)(c). The PTO fund must be defined as 'usual benefits' to be included in the prevailing wage and include protections should the sick leave law be changed to disallow pre-payment of sick leave benefits.

C. The purpose of the PTO fund is to provide employees with paid time off including, but not limited to vacation and sick leave. Employees are authorized to use paid sick leave for the reasons provided in RCW 49.46.210, as amended.

D. The Employer agrees to contribute an amount equal to 2.5% of the employee's normal hourly wage rate for each hour worked when covered by this Agreement to the PTO fund. In the event that additional funds are needed to maintain compliance with the laws stated above, new funds shall be reallocated from the current package. PTO

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

amounts are a fringe benefit and not to be compounded in overtime. Should this program be found to not meet the construction exemption of RCW 49.46 by rule, amendment, direction, decree, or order from an arbitrator, or a court of competent jurisdiction, Washington's Department of Labor and Industry, the State, or any Local government or agency, the obligation to contribute under this program will immediately cease and the Parties will bargain for an alternative solution.

E. All applicable rules, accrual, and pay, per any paid sick leave law shall be subject to the grievance set forth in Article 12.

ARTICLE 10
PAY DAY

SECTION 1. Employees shall be paid in full once each week (on the same day), but in no event shall more than five (5) days' (Saturday, Sunday and holidays excluded) wages be withheld.

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

B. The Employer will have the following options of making payment: 1.) negotiable check made on a local bank, paid prior to quitting time at the job site; 2.) direct deposit, into employee's bank account; or by mail, at the election of employee, in writing at the time of hire or with ten (10) days advance notice of a change. If paid by mail, the check shall be postmarked not later than two (2) business days prior to the established payday.

C. 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 or mail option.

D. The Employer shall furnish to each employee, at the time of payment of wages, an itemized statement showing the pay basis (i.e., hours or days worked), rate or rates of pay, gross wages and all deductions from that pay period. In addition, the name, address and phone number of the Employer shall be indicated.

An itemized pay statement means a separate written statement from the paycheck issued to employees on each payday. Pay periods shall be identified on the pay statement by month, day, year, and payment date.

The pay statement may be furnished or made available electronically provided each employee has access to receive and copy it on the payday. If an employee cannot receive an electronic pay statement at work or at home on the established payday, the employer must provide a written pay statement to the employee on the payday.

E. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative within fifteen (15) days from the pay period in question.

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

SECTION 3. Employees who are laid off or discharged shall be paid not later than the end of the next regular business day. If the employee is on direct deposit payment, payment shall be deposited into employees' bank account within two (2) business days.

SECTION 4. If the payment is not made expressly as provided in this Article, then the employee shall be paid two (2) hours pay at the appropriate hourly wage rate for each twenty-four (24) hour period (Saturday and Sunday excepted; holidays shall be excepted unless the regular payday falls on a holiday and the check is not dated for the last regular work day before the holiday), thereafter until payment is made. In the case of payment by mail, the postmark on the envelope will serve as the cutoff date for any penalty. Employees must notify the Union within three (3) working days after the payday, layoff, or discharge to be eligible for penalty pay.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SECTION 5. Non-Sufficient Funds: In the event an employee receives a non-sufficient funds (NSF) check, the payment shall then be made by money order or certified check. In addition any documented bank fees or charges incurred by the employee as a result of receiving a NSF check payment will be reimbursed to the affected employee. If requested, a letter of explanation will be sent to the employee's bank and any creditors that may have been affected. If an employee receives a NSF check for the second time in any four (4) week period, the make-up check and all subsequent payments shall be by money order or certified check.

ARTICLE 11
UNION REPRESENTATIVE

SECTION 1. Authorized representatives of the Union shall have access to the projects provided they do not unduly interfere with the work of employees and that they fully comply with the safety and security procedures established for the project. On projects with restricted access, the Employer will cooperate with the Union officials in this regard as far as regulations permit.

SECTION 2. Union representatives will attempt to report to job site supervision prior to entering the job site.

SECTION 3. Shop Steward: There will be no discrimination against any worker because of past or present union activities or because of race, creed, sex, age or color. However, no workman, unless they have been designated as the working steward on the job, is to use the Employer's time for union activities. The Employer shall be informed of the names of the appointed stewards.

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

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

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

ARTICLE 12
SETTLEMENT OF DISPUTES

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

SECTION 2. Procedure for Settlement of Disputes:

A. Step One: In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the dispute shall promptly (not later than fifteen (15) working days), be referred to the Business Manager of the Local Union involved and the Employer's authorized representative who is vested with decision making authority. Should they fail to effect a settlement, the matter shall proceed to Step Two.

B. Step Two: Board of Conciliation: The dispute shall be referred to the District Council and the Employer's authorized representative who is vested with decision making authority for a Board of Conciliation within fifteen (15) working days. This Board shall consist of two (2) persons who have no direct involvement in the dispute, appointed by each party. If these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them, the matter shall proceed to Step Three. Either party may waive their right to a Board of Conciliation in Step Two. However, if this step is waived, mediation, in Step Three shall become

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

mandatory. At no time will more than twenty (20) working days pass between the conclusion of Step One and the decision to waive the right to Step Two.

C. Step Three: Mediation: Except as provided in Step Two, by mutual agreement, the issue may be referred to mediation. The parties shall request a mediator from the Federal Mediation & Conciliation Service or other mutually acceptable service. This person shall serve as the mediator to resolve the dispute. The expense of employing the mediator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs. Should mediation be waived or the parties fail to reach agreement, the matter shall proceed to Step Four.

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

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

ARTICLE 13
SETTLEMENT OF JURISDICTIONAL DISPUTES

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

SECTION 2. The Employer shall be responsible for all jurisdictional assignments. In issuing such assignments, the Employer shall be guided by area practice, decisions of record and jurisdictional agreements of record. Craft jurisdiction is neither determined nor awarded by classifications appearing in any labor agreement.

SECTION 3. If a jurisdictional dispute arises, it shall first be submitted to the Local Unions involved and the affected AGC Chapter for settlement. If no understanding or agreement is reached within forty-eight (48) hours, the parties may refer the dispute to the International Unions with which the disputing Unions are affiliated for resolution and the Employer shall abide by the resolution. The disputed work shall continue as assigned by the Employer until the dispute has been resolved.

SECTION 4. MUTUALLY AGREED TO WORK ASSIGNMENTS: The Employer explicitly assigns the following classifications to be performed exclusively by members of the Laborers Union at all times:
Pipe Layer/Tailor Caulker, Remote Equipment Operator (i.e. Compaction and Demolition), Nozzleman Shotcrete/Gunite, Asphalt Raker, Lead Pipe Layer, Mortarman and Hodcarrier.

Upon 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 work assignments made on a jobsite. The Union may make such requests during the 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 descriptions of assignments. The Letter of Assignment shall contain a complete description of the work and 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 (30) days shall be subject to the Grievance Procedure.

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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

ARTICLE 14
STRIKES AND PICKET LINES

SECTION 1. It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 12.

SECTION 2. Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.

SECTION 3. As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

ARTICLE 15
SAFETY MEASURES

SECTION 1. The Employer and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement and shall have adequate shelters available where necessary, with heat, where the employees can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals, on tunnel projects separate showers for men and women. Fresh drinking water will be available to the employees. Employer will furnish all welding, safety and protective equipment required; including, but not limited to, leathers, hard hats, eye protection, ear protection, respirators, safety belts and lanyards, reflective vests, flagging signs and paddles.

SECTION 2. This Agreement is not intended to and shall not be construed as creating, imposing, or adopting on the Union or representatives any state common-law duties in areas of safety.

ARTICLE 16
SAVINGS CLAUSE

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

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

ARTICLE 17
HOURS OF WORK

SECTION 1. SINGLE SHIFT OPERATION

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

B. A single shift operation shall be restricted to the hours between 5:00 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. However, Saturday shall not be utilized as make-up day when a holiday falls on Friday.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

C. Four ten (10) hour shifts at the straight time rate may be established on a project either Monday through Thursday or Tuesday through Friday. There will be no overlapping of four ten (10) hour shifts between crews or other crafts on the same project of the Employer. In the event the job is down due to weather conditions, then Friday (when working Monday through Thursday) may at the option of the Employer, be worked as a make-up day, In the event the job is down due to weather conditions, then Saturday (when working Tuesday through Friday), may, at the option of the Employer, be worked as a voluntary make-up day. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday.

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

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

F. Special Shifts: 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 or ten (10) hours work for ten (10) hours pay for four ten hour shifts worked in accordance with paragraph (c) of this Section.

   The Employer shall provide three (3) days written notice to the Union prior to starting a special shift.

G. Holiday Week: In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four days of the week may be worked as four ten hour shifts, as defined in paragraph (c) of this Section.

SECTION 2. MULTIPLE SHIFT OPERATION: Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

A. Two Shift Operation: On a two (2) consecutive shift operation, no shift penalty is involved for work performed on either of these two (2) 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 (2) shift operation, the second shift shall be established for a minimum of three (3) days. The Employer shall notify the Local Union prior to the start of a two (2) shift operation. Once the starting times are established for the two (2) 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 (3) shift operation, the following shall apply:

   1. First Shift – The regular hours of work on the first shift of three (3) shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid-shift, between the hours of 5:00 A.M. and 6:00 P.M.

   2. Second Shift – The second shift shall be seven and one-half (7½) hours of continuous employment, except for lunch period at mid-shift, and shall be paid eight (8) hours at the straight time hourly wage rate.

   3. 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 eight (8) hours at the straight time hourly wage rate.

C. Multiple shift (a two (2) or three (3) 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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

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" do not necessarily mean "employee for employee" relief.

D. It is understood and agreed when the first shift of a multiple shift (a two (2) or three (3) shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

E. The Employer shall notify the Local Union prior to the start of a multiple shift (a two (2) or three (3) shift).

SECTION 3. GENERAL PROVISIONS:

A. Call Out. When employees have completed their scheduled shift and are "called out" to perform special work of a casual, incidental or irregular nature they shall receive premium pay in accordance with the proper overtime rates with a minimum guarantee of two (2) hours pay at the employee's overtime wage rate. When an employee is called out to work without at least eight (8) hours off since his/her previous shift, all such call out time shall be paid at the applicable overtime rate until the employee has had a break of eight (8) hours or more.

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

C. Tide Work. When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work broken time on tide work, all time worked shall be at time and one-half (1½) the basic hourly rate of pay, and a minimum of four (4) hours will be paid at the employee's straight time rate. Except for the above, all tide work shall be worked in accordance with provisions of the general Agreement.

D. Maintenance, Watchperson and Flagger. When no other work is in progress and it is necessary to keep a maintenance person, watchperson, or flagger on duty on Saturdays and Sundays, they will be paid straight time rates but allowed two (2) regular consecutive days off each week. If these employees work more than five (5) consecutive days in any one week, the sixth (6^{th}) day shall be paid for at time and one-half (1½) the basic rate and the seventh (7^{th}) day shall be paid for at double (2x) the basic rate.

ARTICLE 18
OVERTIME

SECTION 1. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, Monday through Friday, or outside the normal shift, and all work on Saturdays, except for make-up days, shall be paid at time and one-half (1½) the straight time rate. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

SECTION 2. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

ARTICLE 19
REPORTING AND MINIMUM HOURS PAY

SECTION 1. Reporting Pay: Employees reporting for work and not put to work shall receive two (2) hours pay at the regular straight time rate, unless inclement weather conditions prohibits work, or notified not to report at the end of the

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

previous shift or two (2) hours prior to the start of a shift. The Employer may require employees to remain at the jobsite for the two (2) hours to receive such reporting pay.

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

When employees, including new hires, reporting for work arrive on the job unprepared to perform the work required (for example, including but not limited to: under the influence of alcohol or drugs, not possessing the right requested certifications, or inadequately clothed), the Employer shall not have to pay show up time. If the employee is put to work and lacks requested qualifications employer shall pay actual time worked only.

Reporting pay on overtime days shall be a minimum of two (2) hours at the applicable overtime wage rate.

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

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

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

ARTICLE 20
MANAGEMENT RIGHTS CLAUSE

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

SECTION 2. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal rights not specifically covered by this Agreement.

SECTION 3. It shall not be a violation of this Agreement when an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation beyond the Employer's control that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests the employees to stand by, the employees will be compensated for the "stand by" time.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

If such a condition continues, the Employer agrees to give at least two (2) hours notice to members of the next shift scheduled to report for duty. In the event that at least two (2) hours notice is not given, employees who report for work at their regular reporting time and are not put to work shall be paid "reporting pay".

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

ARTICLE 21
SPECIAL CONDITIONS

SECTION 1. Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

SECTION 2. In order to maximize the effect of this 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 22
PRE-DETERMINED WAGE RATE PROJECTS

SECTION 1. In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established or established by 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 Washington State 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, the published hourly wage rate 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 the Contractor is permitted to proceed. After twenty-four (24) months the current contract wage and fringe rate will apply. The fringe benefit contribution rates shall be those as established and maintained by the Master Agreement and any fringe increases are the responsibility of the Employer. Notwithstanding the above, the project agreements may be mutually agreed upon to allow use of the pre-determined wage rate for the duration of a project to exceed twenty-four (24) months.

SECTION 2. In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

SECTION 3. Except as provided in Article 17, Section 1 B and C (makeup days) on affected Washington State public works projects, all work performed on Saturdays shall be paid at time and one-half (1½) the straight time rate and all work performed on Sundays and holidays shall be paid at double (2x) the straight time rate, as established by the prevailing wage determinations for the project (overtime code and holiday code).

SECTION 4. The Employer shall, 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 governmental requests for prevailing wage data.

ARTICLE 23
UNION DUES DEDUCTIONS

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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex or national origin.

SECTION 2. The parties hereto recognize that the Employer's compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement, that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting, training and hiring.

ARTICLE 25
SUBSTANCE ABUSE POLICY

SECTION 1. Labor and Management are committed to providing employees with a drug-free and alcohol-free work place. It is the goal to protect the health and safety of employees and to promote a productive work place, and to protect the reputation of Labor and Management and the employees.

SECTION 2. Consistent with these goals, the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A testing program pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of labor and management, which consent shall not unreasonably be withheld, to monitor compliance with this policy.

SECTION 3. 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.

SECTION 4. Any grievance related to any Employer's substance abuse program shall be resolved through Article 12, Settlement of Disputes, of this Agreement.

ARTICLE 26
NORTHWEST LABORERS-EMPLOYERS COOPERATION AND EDUCATION TEAM

SECTION 1. The Employer and the Union recognize that they must confront many issues of mutual concern which are more susceptible to resolution through Labor-Management Cooperation than through collective bargaining. To seek resolution of these mutual concerns and to advance mutual interest through Labor-Management Cooperative efforts, the Employer and the Union agree to participate in the Northwest Laborers'-Employers' Cooperation and Education Team (NWLECET) which is established in accordance with Section 302 (C)(9) of the Taft-Hartley Act.

SECTION 2. The parties agree that the Employers shall contribute to NWLECET an amount provided in Schedule A for each employee covered by this Agreement. Said contribution shall become effective for hours worked starting June 1, 2024 and for each month thereafter for the term of this Agreement.

SECTION 3. Contributions will be made on the same form as the Health and Security payments in the amount of $0.15. The pro-rata costs of such forms, collection and accounting will be paid by the NWLECET to the fringe benefit administrator.

SECTION 4. This Article will sunset May 31, 2027 unless the parties to this contract mutually agree to continue the contributions to NWLECET or to reallocate for another purpose.

SECTION 5. Use of the Fringe option (Schedule A. Section 9) does not apply to this Article.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

ARTICLE 27
LIGHT DUTY RETURN TO WORK

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

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

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

APPENDIX 1
CLASSIFICATIONS AND WAGES

SCHEDULE A. WESTERN WASHINGTON: To include the following counties: Whatcom, Skagit, Snohomish, King, Pierce, Thurston, Lewis, that portion of Pacific County north of a straight line made by extending the north boundary of Wahkiakum County west to the Pacific Ocean, Grays Harbor, Clallam, Jefferson, Mason, Kitsap, Island and San Juan.

SCHEDULE B. FRINGE BENEFITS

SCHEDULE C. ZONE PAY DIFFERENTIAL

APPENDIX 2
CRAFT WORKING RULES

APPENDIX 3
COMPRESSED AIR WORK

APPENDIX 4
CENTRAL WASHINGTON PROVISIONS

APPENDIX 5
HIRING OF APPRENTICES

APPENDIX 6
OPERATION OF LOCAL UNION HIRING HALLS

APPENDIX 7
SUBSTANCE ABUSE POLICY

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SCHEDULE "A"
CLASSIFICATIONS AND WAGE SCALES

SECTION 1. Wage scales shall be recognized as applying to classifications and employees shall be paid at the rate of the classification which their work calls for.

The wage rates in the schedules below shall become effective June 10, 2024 and shall remain in effect until May 31, 2027. **NOTE:** ONLY ZONE "A" RATES ARE SHOWN FOR ALL CLASSIFICATIONS. REFER TO SCHEDULE "C" FOR ZONE "B" & "C" RATE ADJUSTMENTS.

SECTION 2.

Wages			
	Effective Date		
Group	June 1, 2024	June 1, 2025	June 1, 2026
I	$33.97	TBD	TBD
IIA	$38.53	TBD	TBD
IIB	$42.00	TBD	TBD
IIC	$45.19	TBD	TBD
III	$47.53	TBD	TBD
IV	$48.61	TBD	TBD
V	$49.36	TBD	TBD
V(A)	$50.95	TBD	TBD
VI (Tunnel Work)	$50.95	TBD	TBD

* Total package increase. The 2025 and 2026 allocation of the wage/fringe will be determined sixty (60) days prior to the anniversary date.

DEDUCTION FROM WAGES (These deductions are included in wages)			
	June 1, 2024	June 1, 2025	June 1, 2026
Credit Union	$1.05	TBD	TBD
Union Dues	$2.04	TBD	TBD
PTO**	SEE NOTE BELOW		

FRINGE BENEFITS			
	Effective Date		
	June 1, 2024	June 1, 2025	June 1, 2026
Health & Security	$8.20	TBD	TBD
Pension	$5.80	TBD	TBD
Apprenticeship Training/Retraining	$1.00	TBD	TBD
Tunnel*	$0.10	TBD	TBD
NWLECET	$0.15	TBD	TBD
WCISAP	$0.06	TBD	TBD
PTO**	SEE NOTE BELOW		

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

*Apprenticeship/Training-Tunnel contributions shall only apply to Group 6 Tunnel Work classifications and is an addition to the Apprenticeship/Training contribution.

**PTO- The Employer shall contribute an amount equal to 2.5% of the employee's normal hourly wage rate for each hour worked when covered by this agreement to the PTO fund. Amounts are not to be compounded as overtime. PTO is in addition to the hourly wage and is to be separate line item on the check.

Apprenticeship Rates: Percentage Computed on Group III Rate.

Apprenticeship Rates				
Effective Date				
		June 1, 2024	**June 1, 2025**	**June 1, 2026**
0 – 1000 hours	**60%**	**$28.52**	**TBD**	**TBD**
1001 – 2000 hours	**70%**	**$33.27**	**TBD**	**TBD**
2001 – 3000 hours	**80%**	**$38.02**	**TBD**	**TBD**
3001 – 4000 hours	**85%**	**$40.40**	**TBD**	**TBD**
4001 – 5000 hours	**90%**	**$42.78**	**TBD**	**TBD**
5001 – 6000 hours	**95%**	**$45.15**	**TBD**	**TBD**

The fringe benefit contribution rates for the apprentices shall be the same as for journeymen. However, at no time will apprentices' wages rates exceed those of journeymen for the same classification of work.

GROUPS

Group 1 Landscaping & Planting & Irrigation Sprinkler Systems (1)
Watchman
Window Washer/Cleaner (2)

1. Landscape construction does not include:
   - Any activity or task when performed preparatory to any non-landscaping construction work.
   - Constructing roads, footpaths, trails or rock walls more than four feet high.
   - Custom fabrication of trellis work, play equipment, benches or picnic tables.
   - Constructing restrooms, shelters or similar structures.
   - Installing sewer systems, storm sewer systems, catch basins, vaults or drainage systems for impervious surfaces (such as parking lots).
   - Installing drainage systems or underground sprinkler systems more than three feet below final grade.
   - Land clearing, dozing, grading, excavating or hauling except as permitted above.
   - Tree falling or bucking.
   - Sub-grade preparation.
   - The use of power equipment with more than ninety horsepower.
   - The use of trucks with more than one rear axle except hydroseeders.
   - Demolition of structures.
   - Asphalt or concrete work except incidental anchorage for play equipment, benches or picnic tables.
   - Welding.
   - Installing agricultural irrigation systems.
   - Encapsulation of landfills.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.270 and 43.22.050. 00-15-077, § 296-127-01346, filed 7/19/00, effective 7/19/00.]

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

Group IIA	Batch Weighman	Firewatch
	Crusher Feeder	Flagger
	Fence Laborer	Pilot Car
	Swinging Stage/ Boatswain Chair	

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

Group IIB	Traffic Control Laborer/ Truck Mounted Attenuator

Group IIC	Traffic Control Supervisor – including those with supervisory responsibility

Group III General Laborer	Air, Gas or Electric Vibrating Screed Asbestos Abatement Worker Ballast Regular Machine Brick/ Pedestal Pavers Brush Cutter Brush Hog Feeder Burner Carpenter Tender Cement Finisher Tender Change House or Dry Shack Chipping Gun (Under 30 lbs.) Choker Setter Chuck Tender Clean-up Laborer Concrete Form Stripper Curing Laborer Demolition: Wrecking & Moving (Including charred material) Ditch Digger Dry Stack Walls Dump Person Epoxy Technician Erosion Control Worker	Fine Graders Gabian Basket Builders Grout Machine Tender Grinders Guardrail Erectors Hazardous Waste Worker (Level C) Lead Abatement Worker Maintenance Person Material Yard Person Mold Abatement Worker Pot Tender Powderman's Helper Power Washer Rip Rap Person Scale Person Scaffold Erector Sloper Sprayer Stake Hopper Stock Piler Toolroom Person (At job site) Topper Track Laborer Truck Spotter Vinyl Seamer
Note: All other Laborer work classifications not specifically listed shall be classified as General Laborer Group III.		

Group IV	Chipping Gun (30 lbs. and over) Clary Power Spreader Concrete Saw Operator/Core Driller Drill Operator (Hydraulic, Diamond) Faller & Bucker Chain Saw Groutmen (Pressure) including Post Tension Beams Hazardous Waste Worker (Level B) Jackhammer Laserbeam Operator Manhole Builder-Mudman Pavement Breaker	Pipe Layer (1) Tailer Caulker Pipe Pot Tender Pipe Reliner Pipe Wrapper Power Jacks Railroad Spike Puller-Power Rigger/Signal Person Rivet Buster Sloper (Over 20") Tamper (multiple & self-propelled) Tamper & similar electric, air & gas operated tools Timber Person-Sewer (Lagger, Shorer & Cribber) Track Liner – Power Tugger Operator Welder Well Point Laborer Remote Equipment Operator (2)
(1) Including pressure and non-pressure ductile pipe, gravity pipe and HDPE (fused and non-fused) (2) i.e Compaction and Demolition		

Group V	Airtrack Drill Operator Caisson Worker Cement Dumper-Paving	Hazardous Waste Worker (Level A) High Scaler Powderman

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

	Concrete Dumper/Chute Operator Concrete Placement Crew Diver Form Setter	Re-Timberman Rodder Spreader (Concrete) Vibrator

Group V(a)	Grade Checker & Transit Person Pipe Layer (Lead)	Nozzleman (Concrete Pump, Green Cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, Water Blaster, Vacuum Blaster) Mortarman & Hodcarrier Raker-Asphalt

Group VI Tunnel Work	Miner Gauge and Lock Tender Motorman-Dinky Locomotive		
Compressed Air Worker	**June 1, 2024**	**June 1, 2025**	**June 1, 2026**
0 – 30 psi	**$185.15**	**TBD**	**TBD**
30.01 – 44.00 psi	**$190.18**	**TBD**	**TBD**
44.01 – 54.00 psi	**$193.86**	**TBD**	**TBD**
54.01 – 60.00 psi	**$199.56**	**TBD**	**TBD**
60.01 – 64.00 psi	**$201.68**	**TBD**	**TBD**
64.01 – 68.00 psi	**$206.78**	**TBD**	**TBD**
68.01 – 70.00 psi	**$208.68**	**TBD**	**TBD**
70.01 – 72.00 psi	**$210.68**	**TBD**	**TBD**
72.01 – 74.00 psi	**$212.68**	**TBD**	**TBD**

Rates over 74.00 psi shall be negotiated.

SECTION 3. Swinging Stage/Boatswain Chair: Employees working on a swinging stage or boatswain chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate. This provision also applies to high scalers when using pneumatic tools.

SECTION 4. Cofferdam Work: Miners shall be employed on work within or behind cofferdams if hazard is equivalent to shaft excavation.

SECTION 5. Compressed Air Work: The conditions for compressed air work are contained in Appendix 3 to this Agreement and hereby become a part of this Agreement as though contained in the body thereof. The wage schedule is now listed under Appendix I, Schedule A, Group VI Tunnel Work.

SECTION 6. Riggers, Burners and Welders shall be paid according to the classification in which they are working.

SECTION 7. Foreman, Asbestos, Lead, Mold or Toxic Waste Supervisor: When one of the Laborers is designated to act as a Foreman, Asbestos, Lead, Mold or Toxic Waste Supervisor, that individual shall receive four dollars ($4.00) per hour above the highest Laborers' classification supervised.

Foreman – When Laborers have the responsibility of supervising other Laborers on a project, they shall be paid four dollars ($4.00) per hour above the highest paid Journeyman Laborer classification supervised. This does not apply to TCS as they are in Group IIC.

General Foreman - Whenever a Laborer has the responsibility of supervising Laborer Foremen on the project they shall be paid General Foremen's scale. General Foreman shall be paid three dollars and fifty cents ($3.50) per hour above the highest paid Journeyman Laborer Foreman supervised.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

The Employer has the right to assign a non-bargaining unit employee as a Traffic Control Supervisor. The Employer may utilize no more than one (1) non-bargaining unit employee per shift. However, if the employee performs any work of a "Traffic Control Laborer", he/she shall be required to make membership in the Union in accordance with the requirements of Article 5.

SECTION 8. Live Sewer: When Laborers are required to work in or with live sanitary sewage, they will receive a premium pay of forty dollars ($40.00) per day above their regular daily classification pay. Further, the Employer will pay for all necessary inoculations to prevent disease if requested by the employee and as recommended by the Department of Labor and Industries (Industrial Safety & Health Division).

SECTION 9. Fringe Option: Union option to take up to twenty cents ($0.20) from wages to apply to fringe benefits with sixty (60) day notice prior to any anniversary date of this Agreement. If any additional sums are necessary to maintain fringe benefit plans, by mutual agreement such sums may be deducted from wages at any anniversary date of the Agreement.

SECTION 10. The Union and the Employer shall discuss at their quarterly meetings any changes to technology that affects work under this Agreement.

APPENDIX 1
SCHEDULE "B"
FRINGE BENEFITS

SECTION 1. Health and Security: It is agreed that all Employers employing employees within the geographical area covered by this Agreement shall contribute a sum as listed in Schedule "A", for each hour worked by all employees performing work covered by this Agreement regardless of union membership. Said contributions shall be made to the Northwest Laborers-Employers Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security Plan established by this Trust Fund shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation from the Unions and the Chapters of the Associated General Contractors of America, Inc., who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each trustee appointed by the Union shall be a member of the Union, or a regular paid employee of the Union. Each trustee appointed for the Employer after June 1, 2003, shall be a member with assigned bargaining rights, of an affiliated firm of the Chapters, that is making regular contributions on compensable hours to the Trust or a regular paid employee of the Chapters of the Associated General Contractors of America, Inc. The Trust Agreement, as amended, shall become a part of this Agreement.

SECTION 2. Pension:

A. 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 Western Washington Laborers-Employers Pension Fund in the manner as set forth in the Trust Agreement of the said Trust Fund. The details of the Pension 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 signatories to the Trust Agreement of the aforesaid Trust Fund. Each trustee appointed by the Union shall be a member of the Union, or a regular paid employee of the Union. Each trustee appointed for the Employer after June 1, 2003, shall be a member with assigned bargaining rights of an affiliated firm of the Chapters, that is making regular contributions on compensable hours to the Trust or a regular paid employee of the Chapters of the Associated General Contractors of America, Inc. The Trust Agreement, as amended, shall become a part of this Agreement. Contributions will be made on the same form as Health & Security payments.

B. It is agreed that a portion of the negotiated contributions to the Pension Fund in 2A above, in an amount determined by the Board of Trustees of the Pension Fund in consultation with the Pension Fund actuary, may be remitted to a Non-Qualified Excess Benefit Trust to be utilized as necessary to establish, fund and administer the

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

Non-Qualified Excess Benefit Trust and a Non-Qualified Excess Benefit Plan under guidelines established in Internal Revenue Service Letter Rulings. The Excess Benefit Plan will be used solely to provide pension benefits to the Pension Fund participants whose benefits are otherwise limited by the Internal Revenue Code Section 415. The Excess Benefit Plan and Trust will be administered by a Board of Trustees, consisting of the same Trustees who administer the Pension Fund. The Pension Fund Trustees are granted the authority to establish and maintain the Excess Benefit Plan and Trust, provided that the language of the Excess Benefit Plan will allow for its termination if continuing benefits under the Excess Benefit Plan will impair the funding status of the Pension Plan, or if legislation is adopted modifying Internal Revenue Code Section 415 to such an extent that the Excess Benefit Plan is no longer required. 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. Credit Union: 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 shall be made to Qualstar Credit Union. Contributions will be made on the same form as Health & 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.

SECTION 4. Training: It is agreed that all Employers employing employee 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 Chapters of the Associated General Contractors of America, Inc., who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each trustee appointed by the Union shall be a member of the Union or a regular paid employee of the Union. Each Trustee appointed by the Employers after June 1, 2003 shall be a member with assigned bargaining rights of an affiliated firm of the Chapters that is making regular contributions on compensable hours to the Trust or a regular paid employee of the Associated General Contractors of America, Inc. The Trust Agreement, as amended shall become a part of this Agreement. Contributions will be made on the same form as Health & Security payments.

SECTION 5. Economic Action: In the event an Employer fails to make the monetary contributions in conformity with this section of the Agreement, the Union is free to take any economic action against such Employer it deems necessary, including, but not limited to, the removal of all employees covered by this Agreement and such action shall not be considered a violation of this Agreement.

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

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

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

SECTION 9. It is agreed by the Employers within the area covered by this Agreement that this section covering the Employers' Trust Fund contributions shall continue as a separate written agreement including the legal remedies for

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

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.

APPENDIX 1
SCHEDULE "C"
ZONE PAY DIFFERENTIAL

SECTION 1. The payment for transportation reimbursement shall be governed by the following provisions:
The parties recognize that it is sometimes inconvenient to get to the job location because of varying distances. It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment and the relationship of Employer-employee does not commence until hourly wage commences.

SECTION 2. The parties therefore adopt the following provisions for wage scales:

FOR THE FOLLOWING WESTERN WASHINGTON CITIES:

Aberdeen	Kent	Seattle
Bellingham	Mt. Vernon	Shelton
Bremerton	Olympia	Tacoma
Centralia	Port Angeles	
Everett	Port Townsend	

Zone Pay Remuneration:

A. All jobs or projects located within twenty-five (25) radius miles of the respective city halls 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 twenty-five (25) radius miles and less than forty-five (45) radius miles from the respective city halls of the above mentioned cities shall receive Zone "B" allowance. The basic rate of pay shall be increased by one dollar ($1.00) per hour.

C. All jobs or projects located more than forty-five (45) radius miles from the respective city halls of the above mentioned cities shall receive Zone "C" allowance. The basic rate of pay shall be increased by one dollar and thirty cents ($1.30) per hour.

SECTION 3.1. FOR THE FOLLOWING CENTRAL WASHINGTON CITIES:

Chelan Sunnyside Wenatchee Yakima

Zone Pay Remuneration:

A. All jobs or projects located within twenty-five (25) radius miles of the respective city halls of the above mentioned cities shall receive the basic rate of pay for all classifications (Zone A) as listed in Appendix 4.

B. All jobs or projects located more than twenty-five (25) radius miles from the respective city halls of the above mentioned cities shall receive Zone "B" allowance. The basic rate of pay shall be increased by two dollars and twenty-five cents ($2.25) per hour.

SECTION 3.2. FOR ELLENSBURG: All jobs or projects located more than twenty (20) radius miles from the Ellensburg City Hall shall receive Zone "B" allowance. The basic rate of pay shall be increased by two dollars and twenty-five cents ($2.25) per hour.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SECTION 4. Toll & Ferry Fares: All necessary ferry or other forms of water transportation made necessary by the special conditions of a specific project are to be reimbursed by the Employer in the following instances and manner:

A. Employees will be reimbursed for the passenger's fare or passenger's carfare when substantiated by receipts, submitted within thirty (30) days of expense.

B. When employees elect to temporarily live at or near the project and forego daily ferry travel, it is recognized that they are entitled to the prerogative of visiting their homes for the weekend, and in that event charges shall be paid for such weekend travel as substantiated by receipts, submitted within thirty (30) days of expense.

C. When circumstances make it necessary that a toll bridge be utilized, the employees will be reimbursed accordingly. The Employer shall pay tolls for all company owned vehicles. The Employee shall not be required to pay tolls for company owned vehicles.

SECTION 5. Board & Lodging: When an Employer provides camp or board and lodging, the basic wage scale will be observed and the rate for camp or board and lodging will not exceed fifteen dollars ($15.00) per day to be paid by the employee. Any costs over fifteen dollars ($15.00) per day will be absorbed by the Employer. On jobs in remote areas where camp or board and lodging is not provided and housing is inadequate or the cost of housing is prohibitive the Employer will make every effort to arrange for housing at reasonable rates to its employees.

On jobs where an Employer establishes a camp with board and lodging, or where the Employer prohibits private vehicles beyond a designated area, which in either case is more than reasonable walking distance from the job site, the Employer, the District Council representative and the Chapter representative concerned shall be required to enter into immediate negotiations to establish all conditions of travel and/or transportation from the camp or parking area to the place of work on the job site.

SECTION 6. Downtown Seattle Zone Pay (Effective October 12, 2021)

A. The Downtown Seattle Zone is defined as the area West of I-5, East of Elliott Bay, South of Mercer Street and North of Royal Brougham. It also includes the area North of Yesler Way, West of Broadway, South of Pike St and East Pike St, and the section of I-5 North of Yesler Way and South of Pike St. For the purpose of this section the Mercer and Royal Brougham boundaries will be straight line extensions to a point the straight line intersects Elliott Bay.

B. When parking is not reimbursed or provided a fixed rate of $1.50 per hour shall be paid for each hour worked on projects within this Zone.

SECTION 7. Bellevue Zone Pay (Effective June 1, 2023)

A. The Bellevue Zone is defined as the area West I-405, East of 100th Avenue NE, North of Main Street, South of NE 12th street which includes a straight-line extension to a point that intersects with 100th Avenue NE.

B. When parking is not reimbursed or provided a fixed rate of $1.50 per hour shall be paid for each hour worked on projects within this Zone.

APPENDIX 2
CRAFT WORKING RULES

SECTION 1. Union Notification: When an Employer moves into a territory away from its home area in the jurisdiction of the Washington and Northern Idaho District Council to begin a new project, he/she will notify the District Council prior to starting said project.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SECTION 2. Protective Clothing: On sewer, water mains, tunnels, concrete and other work which actually warrants, such protective clothing as rubber boots, pants, coats and leather or rubber gloves of proper size will be supplied by the Employer, such clothing to be charged and signed out to the employee who are to guarantee their return in like condition, normal wear and tear excepted or pay for the same. Rubber gear will not be furnished to turn foul weather.

SECTION 3. Flaggers: It is agreed by placing the classification of flaggers under Group IIA that when in the opinion of the Employer the "uniform" has the effect of better control of traffic and thereby protects the public and the workmen on major arterials or severely congested city streets or highways, the Employer may use off duty uniformed policemen without violation of this Labor Agreement. However, the Employer may not use retired policemen or security guards. Further, it is the intent to use Laborers who are certified as flaggers where possible.

Where conditions are normal, it is the intent to use Laborers to do on-the-job flagging, on new roads or street construction and on sewer and other work in residential or rural areas.

SECTION 4. Termination Notices: Upon termination, each employee will be given a termination notice. If they are not eligible for rehire the reasons will be stated.

SECTION 5. A single pre-job conference will be held if requested by either party. Additional pre-job conferences may be held if requested by either party.

APPENDIX 3
COMPRESSED AIR WORK

It is agreed that the following provisions shall apply on work under compressed air:

SECTION 1. Except as stated or modified hereafter, the condition provisions of the Master Agreement apply.

SECTION 2. All on-the-job travel, compression time and decompression time shall be exclusive of time worked as set forth in the wage schedule below, but compensation for this time is included in the pay set forth for the work shift.

SECTION 3. There shall be one rate of pay for all classifications and types of work and workmen working under compressed air.

SECTION 4. Foremen shall receive twelve dollars and eighty cents ($12.80) per shift over workmen.

SECTION 5. Health and Security shall be paid at eight (8) times the hourly rate in effect for each day worked.

SECTION 6. Retirement pay shall be paid at eight (8) times the hourly rate in effect for each day worked.

SECTION 7. On a six (6) hour shift the employees shall not be required to work more than five (5) hours from the start of the shift without a fifteen (15) minute break for lunch. This lunch period will not begin earlier than three and one-half (3½) hours after the start of the shift. The employees may be rotated so as to keep continuous work at the heading.

SECTION 8. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

SECTION 9. All necessary protective clothing shall be furnished by the Employer, but the employees shall guarantee its return, normal wear and tear excepted.

SECTION 10. Outside lock tenders and gauge tenders shall be paid at eight (8) times the miner's rate, but shall work the same shift time as worked by the gang under compressed air.

SECTION 11. All other outside classifications shall be at classifications and conditions for tunnel workers in free air except that cleaning and maintaining of the change house will be done at general laborer rate.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

SECTION 12. Employees shall be relieved at the heading or working points as designated by the Employer.

SECTION 13. To compute overtime for each hour of overtime worked at the heading, the overtime pay shall be derived by dividing the applicable shift rate by the "overtime devisor" and this figure multiplied by the applicable overtime rate from the Master Agreement. On Saturdays, Sundays and holidays, all work shall be at the applicable overtime rate.

SECTION 14. There shall be only one (1) straight time shift in any twenty-four (24) hour period.

SECTION 15. When required to return for additional decompression in the medical decompression chamber, the time spent in medical decompression shall be paid at the General Laborers' straight time rate and such time shall not be considered as time worked.

SECTION 16. Medical examinations will be provided by the Employer at no cost to the employee. Such examinations shall be conducted on the Employer's time.

APPENDIX 4
CENTRAL WASHINGTON AREA

SECTION 1. Territory: This Addendum shall cover all construction work in Chelan, Kittitas, and Yakima Counties and that portion of Douglas County lying west of the 120º Meridian.

SECTION 2. Adoption of Master Agreement: The parties agree to be bound by, to adopt and incorporate by reference, as part of this Addendum, all of the terms and conditions of the Master Labor Agreement, except as provided in this Addendum.

SECTION 3. Wage Rates:
NOTE: Only zone "A" rates are shown for all classifications. Refer to Appendix 1, Schedule C, Section 3 for zone "B" Rate adjustments.

Wage Rates			
	June 1, 2024	**June 1, 2025****	**June 1, 2026****
Group I	**$29.34**	**TBD**	**TBD**
Group IIA	**$33.28**	**TBD**	**TBD**
Group IIB	**$35.97**	**TBD**	**TBD**
Group IIC	**$39.14**	**TBD**	**TBD**
Group III	**$36.18**	**TBD**	**TBD**
Group IV	**$36.99**	**TBD**	**TBD**
Group V	**$37.59**	**TBD**	**TBD**
Group V(a)	**$39.18**	**TBD**	**TBD**
Group VI	**$39.18**	**TBD**	**TBD**

Apprenticeship Rates: Percentage Computed on Group III Rate.

Apprentices registered beginning June 1, 2012 will participate in the 6000 hour program.

		June 1, 2024	**June 1, 2025**	**June 1, 2026**
0 – 1000 hours	**60%**	**$21.71**	**TBD**	**TBD**
1001 – 2000 hours	**70%**	**$25.53**	**TBD**	**TBD**
2001 – 3000 hours	**80%**	**$28.94**	**TBD**	**TBD**
3001 – 4000 hours	**85%**	**$30.75**	**TBD**	**TBD**
4001 – 5000 hours	**90%**	**$32.56**	**TBD**	**TBD**
5001 – 6000 hours	**95%**	**$34.37**	**TBD**	**TBD**

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

**Total package increase. The 2025 and 2026 allocation of the wage/fringe package will be determined sixty (60) days prior to the anniversary date.

However, at no time will apprentices' wage rates, exceed those of journeymen for the same classification of work. The fringe benefit contribution rates for apprentices shall be the same as for journeymen.

SECTION 4. CENTRAL WASHINGTON HIRING HALL

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

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

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

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

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

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

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

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

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

Laborers who have successfully completed the Apprenticeship program, which consists of 480 hours of training and 6000 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 6000 hours under the terms of an agreement with a District Council as herein defined and have achieved a passing score at a level established by the NEA on the "Knowledge Assessment" portion of the assessment or a "Classification Specific Knowledge Assessment" that is approved by the Training Trust.

All other Laborers who have worked at least 6000 hours under the terms of an agreement with a District Council will qualify for Group A list status only in the classification(s) for which they have demonstrated proficiency through a history of employment.

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

1. Referral of Applicants:

Applicants shall be referred from Group A, as qualified, in successive order as their names appear on the out-of-work list. (See Schedule "C" Hiring Hall (F) (1). 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.

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

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

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

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

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

APPENDIX 5
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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

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 work force and when transferring employees from project to project.

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

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

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 with 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.

APPENDIX 6
OPERATION OF LOCAL UNION HIRING HALLS

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

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

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

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

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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

E. Realizing that employees working under this Agreement acquire certain rights through experience in the industry and acquire Health and Welfare benefits for themselves and their families, it is agreed that selection of applicants for referral will be on the following basis:

The Union shall maintain a list of applicants in the Union office or designated point, who are out of work and available for employment.

Registration and referral of applicants shall be on a non-discriminatory basis without regard to race, color, sex, age or creed or to membership or non-membership in the Union and shall be in accordance with the following plan. Each applicant shall be registered in the highest priority Groups for which they are qualified.

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 three hundred twenty (320) hours of training and four thousand (4000) hours of covered employment or Laborers who registered in the Apprenticeship program after June 1, 2012 who have successfully completed the Apprenticeship program which consists of four hundred eighty (480) hours of training and six thousand (6000) 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 four thousand (4000) hours under the terms of an agreement with a District Council as herein defined and have achieved a passing score at a level established by the NEA on the "Knowledge Assessment" portion of the assessment or a "Classification Specific Knowledge Assessment" that is approved by the Training Trust.

All other Laborers who have worked at least four thousand (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 Joint Apprenticeship Training Committee. Such individuals shall register at the Training Office with the subcommittee. The Area JATC shall determine the number of individuals accepted into the new entrant training program upon the recommendation of the subcommittee.

Individuals who 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.

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

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 two hundred (200) hours under the terms of an agreement with this District Council.

GROUP D

Group D is an optional group that a Local Union may establish or maintain or discontinue as an out-of-work D list for the registration and referral of applicants for employment. This optional GROUP D shall consist of 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.

F. The Hiring Hall shall make up and prepare the roster for preference of rehire by grouping all applicants who come within the above classifications and shall utilize the Health and Welfare and Pension records and/or check stubs in establishing these accrued rights based on length of employment. The registrant shall have the burden of proving his past experience and skills to the hiring hall.

G. Seattle/Everett Metropolitan Area: In order to have applicants available and ready for work in the densely populated Seattle/Everett Metropolitan area, the Locals in that area shall give preference to those applicants present at the hiring hall during the Local's established dispatch hours. Any dispatching done outside of the Local's established dispatching hours will be done by telephone.

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

I. Referral of Laborers: Laborers shall be referred from Group A, as qualified, in successive order as their names appear on the out-of-work list. 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:

Laborers 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 by qualification in successive order as registered on the out-of-work list.

J. When an applicant is referred for employment and is actually employed on a specified short-term job, such applicant's position shall not be changed on the out-of-work list. If a registrant, upon being referred for employment in regular order, refused to accept employment for which he/she is qualified, or voluntarily quits such employment prior to completion of the job, or is fired for cause, such registrant's name shall be placed at the bottom of the Group out-of-work list on which he/she is registered.

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

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

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

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

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

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

IN WITNESS WHEREOF this Agreement has been executed by the Washington and Northern Idaho District Council of Laborers and its Local Unions party hereto, and the AGC of Washington, a Chapter of the Associated General Contractors of America, Inc., on behalf of certain individual members who have authorized the Chapter to execute the Agreement on their behalf.

FOR THE EMPLOYERS:

DocuSigned by:
Jason Harrison
225CC84380284D7...

Jason Harrison
Co-Chair Laborers Bargaining
AGC of Washington

6/17/2024
Date

DocuSigned by:
Brandon Dully
57402AE7D7F14F7...

Brandon Dully
Co-Chair Laborers Bargaining
AGC of Washington

6/17/2024
Date

FOR THE WASHINGTON AND NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS:

DocuSigned by:
Stacy Martin
F0FF0FEBF873479...

Stacy Martin, Business Manager/Secretary
Treasurer – Negotiating Committee Chair

6/18/2024
Date

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

WESTERN/CENTRAL WASHINGTON LOCALS

Everett #292 2810 Lombard Ave. Suite #100 Everett, WA 98201	(206) 259-5077 (206) 252-3062 FAX
Bellingham Sub-Office	(360) 733-0900 (360) 733-0089 FAX
Seattle #242 22323 Pacific Hwy. S. Des Moines, WA 98198	(206) 441-0481 (206) 728-8756 FAX
Tacoma #252 4803 S. "M" St. Tacoma, WA 98408	(253) 383-1493 (253) 597-4980 FAX
Silverdale Sub-Office	(360) 613-4073 (360) 692-2759 FAX
Tumwater Sub-Office	(360) 357-6460 (360) 357-9900 FAX
Port Angeles Sub-Office	(360) 457-6929 (360) 417-1545 FAX
Richland #348 2505 Duportail St. Richland, WA 99352	(509) 452-4332 (509) 452-4337 FAX
Wenatchee Sub-Office	(509) 662-9762 (509-663-8572
Yakima Sub-Office	(509) 452-4332 (509) 452-4337 FAX

DocuSign Envelope ID: 61357B89-9FDC-4FF1-B5F3-0D7DBA3A5453

WASHINGTON & NORTHERN IDAHO DISTRICT COUNCILOF LABORERS

MEMORANDUM OF UNDERSTANDING
FOR
PRIVATE SECTOR WORK

THIS MEMORANDUM, effective the first day of June, 2024, by and between the WASHINGTON & NORTHERN IDAHO DISTRICT COUNCIL OF LABORERS, hereinafter referred to as the "Union" and the undersigned Employer, hereinafter referred to as the "Employer".

1. Competitive Conditions: The parties listed below agree that this Memorandum of Understanding for Private Sector Work is provided for the purpose of giving the signatory contractor the opportunity to be competitive in negotiating and bidding in the private sector limited to the scope listed in paragraph 4 below.

2. Adoption of Master Labor Agreement: The parties agree to be bound by, to adopt and incorporate all of the terms and conditions of the Master Labor Agreement, except as provided in the Memorandum of Understanding.

3. Notification: The Employer shall notify the affected Local Union when work is to be performed under this Memorandum prior to starting work. Failure to notify the Union will result in the payment of 100% wage rates until the Union is properly notified in writing.

4. Coverage: This Memorandum shall cover all privately funded projects whose value is $5.0 million or less (excluding electrical on civil work, i.e., signals and traffic lighting).

5. Fringe Benefits: Fringe Benefits shall be 100% of those listed in the Master Labor Agreement during the terms of this Agreement.

6. Wage Rates: The wage rates covered by this Understanding shall be equal to ninety percent (90%) of the wage rates established in the Western Washington area for those projects whose value is from $3 million up to $5 million and eighty-five percent (85%) of the wage rates established in the Western Washington area for those projects who value is $3 million or less and eighty-five percent (85%) of the wage rates established in the Central Washington area for those projects whose value is $5 million or less.

7. Working With Other Crafts. The Employer and Union agree that when the Laborers are working on the same payroll as another craft that are receiving a higher percentage scale, then those Laborers will also receive the higher percentage scale. This Memorandum will in no way affect the provisions of Article 22 of the Master Labor Agreement.

It is expressly agreed by the parties hereto that this Memorandum is not intended to circumvent the wage rates set forth in the Master Labor Agreement through artificial staging or phasing of projects for the sole purpose of applying the limits stated herein.

FOR THE UNION:
WASHINGTON & NORTHERN IDAHO
DISTRICT COUNCIL OF LABORERS

By_____
Stacy Martin, Business Manager/Secretary

Date_____

FOR THE EMPLOYER:

_____
Name of Contractor

_____
Address of Contractor

By _____
Print Name

Date_____