

K 8437
2,500 workers

19 pp.

Wage Agreement

*Laborers' District Council of
Washington, D. C. and Vicinity*

Affiliated with the

Laborers' International Union
of North America, AFL-CIO

Contract for:

**Building Laborers', Heavy & Highway Construction, Subway
and Rapid Transit Laborers', Environmental Laborers',
and Mason Tender Laborers'**

June 1, 2002 through May 31, 2005

PREAMBLE

This Agreement is entered into by and between _____, herein referred to as employer(s), and the Laborers' District Council for Washington, D.C. and Vicinity, herein referred to as the Union, for the purpose of establishing harmonious relations and facilitating peaceful adjustment of wage schedules and working conditions and for preventing strikes and lockouts and establishing a peaceful method for adjustment of grievances and disputes which may from time to time arise between the contracting parties.

ARTICLE I **Scope**

This Agreement shall cover construction work in the territorial jurisdictional of the Laborers District Council Washington, D.C. and Vicinity to include: Washington DC, the counties of Prince Georges, Montgomery, Charles, Calvert, and St. Mary's in the State of Maryland. The counties in the State of Virginia to include: Fauquier, Loudon, Warren, Culpepper, Stafford, Spotsylvania, Caroline, Essex, Green, Orange, Frederick, Clark, Fairfax, Arlington, Alexandria, Shanandoah, Page, Rappahannock, Rockingham, Madison, King George, Westmoreland, and Prince William County.

The Agreement may be extended to other geographical areas within the Mid-Atlantic Region of LIUNA upon Mutual consent of the Employer and the Union.

ARTICLE II **Parties to the Agreement**

The Laborers' District Council of Washington DC and Vicinity makes this agreement for and on behalf of its affiliated Local Unions.

ARTICLE III **Union Security**

In states where applicable, all employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union. All employees who are not members of the Union, and all employees who are hired thereafter, shall become and remain members of the Union as a condition of employment not later than the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this section shall, upon the written request of the Union, result in the termination of such employee. The Employer shall not be required to terminate any employee for non-membership in the Union, (a) if it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Neither the Union nor the employee shall hold the Employer liable for complying with the Unions request in this matter.

ARTICLE IV
Check-Off

The Employer shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its employees, along with other lawful authorizations from employees providing for deductions from wages.

For new members, the employer agrees to deduct \$250 from its employees' gross wages, unless notified otherwise by the Union. The employer shall deduct the initiation fee according to the following schedule:

Paycheck No. 1	\$75
Paycheck No. 2	\$65
Paycheck No. 3	\$55
Paycheck No. 4	\$55

ARTICLE V
Referral Procedures

Section 1. The greatest advantage in working with the Unions is the ability of the Employer to acquire an immediate and continuous source of skilled applicants. Within the Unions there exists the capability to activate a recruiting network to ensure a steady flow of skilled applicants to meet project schedules.

Section 2. The Employer shall request and the Unions shall refer applicants for the various journeymen and apprentice classifications covered by this Agreement as required by the Employer on its projects.

Section 3. The Unions represent that their local unions administer and control their referrals in a non-discriminatory manner and in full compliance with the L. I. U. N. A. amended job referral rules as well as Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination.

Section 4. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled applicants to fulfill the workforce requirements of the Employers. In the event the referral facilities maintained by the Unions do not refer the required number of qualified applicants requested by the Employer within a forty-eight (48) hour period after such request is made (Saturdays, Sundays, and holidays excepted), the Employer may withdraw the request and employ applicants from other sources.

Section 5. The Unions agree to engage in active recruitment of minority and female applicants and to make every effort to refer to the Employer sufficient numbers of minority and female applicants to assist in meeting required employment goals.

Section 6. Applicants, currently on the "A" List, whom a contractor requests by name who have been laid off or terminated from employment of the type covered by this agreement in the geographical areas covered by the Washington D.C. and Vicinity Laborers District Council, within (270) calendar days before such request from the same contractors who laid off or terminated them:

Or who have performed work of the type covered by this agreement for any employer signatory to this agreement for at least six (6) months within two hundred seventy (270) calendar days before such request. The applicants must have also maintained their residence in said geographical area since such last period of employment by such contractors. They must be registered for work on the "A" List of one of the Local Unions covered by this agreement; provided, however, that at no time shall any job contain more than twenty-five (25) percent of persons, requested off the "A" List. The Local Union may at its option, permit a percentage of individual requests greater than twenty-five (25) percent by mutual consent of the parties of this agreement. Such permission shall not be deemed a violation of this agreement.

Or applicants who within the two (2) years immediately preceding registering at the dispatching office have performed work in the classification of the Union covered by the this agreement in the geographical area covered by the Washington D.C. and Vicinity Laborers' District Council. Any applicant in this category registered as foreman will be referred to any contractor requesting such applicant for employment as foreman;

Or applicants whose names are entered on the "A" List of the dispatching office of the Union and who are available for employment.

The parties also recognize that in some instances involving work to be performed, preference must be given to applicants residing in the area in which the work is located. In order to reconcile this contractual obligation with the hiring procedures herein agreed to, the parties shall meet in a pre-job conference in order to resolve such questions as to the number of workmen to be brought in by the contractor, the approximate number of workmen to be hired locally, etc.

Both parties also agree that in some instances, because of schedules or unavailability, work maybe ongoing prior to the pre-job meeting.

When the Local Union is accepting new applications for employment, the following shall apply:

"A" List - Applicants for employment who have 3200 hours of experience in the construction industry within the geographical jurisdiction covered by this collective bargaining agreement.

"B" List - Applicants for employment who have at least 1,000 hours, or more, experience in the construction industry and all transfers from other locals, cannot be requested by name, unless they have special skills or it is agreed upon in a pre-job meeting.

"C" List - Applicants for employment who have little or no experience in the construction industry. These applicants will be classified as General Laborer (entry level). The combined employment of apprentices and/or General Laborers (entry level) shall not exceed thirty-three and one-third percent (33 1/3%) of the individual union work force except by mutual agreement at a pre-bid meeting.

Apprenticeship List - Applicants for employment that have been indentured into the Training Program of the Training Trust Fund of Washington, D.C. and Vicinity. The combined

employment of apprentices and/or General Laborers (entry level) shall not exceed thirty-three and one-third percent (33 1/3%) of the individual union work force except by mutual agreement at a pre-bid meeting.

ARTICLE VI

Grievance Board of Adjustment Arbitration

Section 1. No Grievance, dispute or complaint shall be recognized or have any validity unless called to the attention of the Employer, in writing, by an authorized representative of the Union within fifteen (15) days of the time the circumstances giving rise to the grievance first occurred or within the time the Union reasonably should have know the occurrence. The Steward is to receive grievances or disputes from covered employees and shall immediately report them to the business agent or special representative who shall immediately attempt to adjust said grievance or dispute with the Employer or its representative.

Section 2. If a settlement is not reached within five (5) days, the matter shall be submitted to a Board of Adjustment, appointed as follows: The Employer involved shall appoint two (2) members, or his designated representative, and the Union shall appoint (2) members. A simple majority vote of the Board of Adjustments shall be final and binding on all parties and the grievant. In the event the Board of Adjustment does not reach a majority decision within three (3) days after a referral of the issue to the Board, either or both parties may refer the dispute or grievance to arbitration, and within fifteen (15) days, the grievance shall be referred to an impartial arbitrator for a final and binding decision. In the event the parties cannot agree upon the selection of an arbitrator, one shall be selected from a list of seven (7) names provided by the Federal Mediation and Conciliation Service. The arbitrator's fee and all incidental expenses shall be paid equally by the parties. The arbitrator shall have no authority to modify, vary, change, add to, or remove any of the terms or conditions of this Agreement.

ARTICLE VII

Jurisdiction

Section 1. The employers hereby recognize and acknowledge that the Union is the exclusive representative of all employees in the classification and categories of work covered by this agreement for the purpose of collective bargaining as provided by the Labor-Management Relations Act of 1947 as amended.

Section 2. The Union, on behalf of and as the collective bargaining representatives of employees in an appropriate unit, has jurisdiction over all work hereinafter described, and including but not limited to all work done by bargaining unit employees prior to the effective date of this agreement and/or work described as laborers work jurisdiction in the Constitution, Manual of Jurisdiction and Laws of the Laborers International Union and/or any work traditionally and historically done by employees covered by this agreement.

The employer agrees to make work assignments consistent with the aforementioned and following jurisdiction that will preserve the traditional unit work a historical unit practices to employees covered by this agreement.

Section 3. All questions, complaints, or disputes dealing with craft jurisdiction shall be referred to the Business Representative(s) of the Union(s) involved in the jurisdictional dispute, and to the Employers authorized representative. Jurisdictional disputes which cannot be resolved at the local level shall be referred to the International Presidents of the Unions involved for review and appropriate disposition.

ARTICLE VIII

Certified Stewards & Labor Foreman

Certified Stewards

Section 1. The Union may, at its option, appoint a working steward for each shift who will be paid at the journeyman wage rate for the job classification in which employed and will be allowed reasonable time to fulfill his responsibilities for the benefit of the parties to this Agreement. Stewards shall be the last employee of each crafts workforce to be laid off provided they can perform the work required by the Employer. Prior notification of any layoff or termination shall be given to the Union.

Labor Foreman

Section 2. Whenever in the discretion of the Business Representative a labor foreman is needed, the employer agrees to conscientiously discuss the question and give the matter full and earnest consideration.

Labor foreman shall be covered by the terms of this agreement. When fifteen (15) or more laborers are employed on one job by one contractor or sub-contractor, a labor foreman shall be hired as designated. He may work manually unless fifteen (15) or more workers are under his or her supervision.

A labor foreman must have been working as a foreman and/or laborer in the construction industry for a period of not less than two (2) years, and in the area covered by this agreement for a period of not less than one (1) year.

ARTICLE IX

General Conditions

Section 1. The employer shall furnish all necessary tools, working and safety equipment, and raincoats and boots, which shall be checked in and out on the employer's time. A proper shanty shall be provided where practical, exclusively for laborers to change clothes and heat provided for same in cold weather, with the shanty also equipped with electric lights when possible. The employer shall furnish drinking water at all times, the said water to be cooled with ice during warm weather. The laborers shanty shall not be used for any purpose other than housing laborers and their belongings. Tools and other matter shall not be stored in the laborers shanty.

The employer shall be responsible for any loss by fire, theft or flood for any clothing when in a locked change house. The loss shall not exceed one-hundred dollars (\$100.00) for any individual.

Section 2. The employer shall maintain sanitary conditions at all times, and the union shall cooperate fully to attain this objective. The employer shall allow the laborers shop stewards sufficient time to do the cleaning.

Section 3. The employers agree that they will not require their employees to perform any work on any construction, excavating or repair projects where any employer is involved in a labor dispute wherein the Washington Laborers' District Council is engaged or wherein the Washington Building Trades Council is engaged.

Section 4. The employer agrees to carry Workers Compensation Insurance in the amount required by law for the geographical location in which his employees are working.

The employers agree that if a laborer is hurt or injured on their job, he may go to a doctor of his own choosing for treatment. A reasonable time to receive such treatment will be accorded the injured laborer during any workday on which he reports for work without any loss of earnings resulting from his absence for such treatment. Once the laborer has sufficiently recovered from his injury so as to enable him to return to work he shall be returned to the employ of the contractor on whose job he was injured, if work is available, for a period of no less than ten (10) working days. He shall notify the employer when he will be available for work. If no laborers work is available with his employer, he shall be the first to be employed when work is available.

Section 5. An alcohol and Drug Abuse Policy has been agreed to as part of this Agreement, but is set forth separately.

ARTICLE X

Hours of Work, Overtime, Shifts & Make-Up Day

Section 1. Hours of Work

The standard workday shall consist of eight (8) hours of work scheduled between 6 a.m. and 6 p.m. with one-half hour designated as an unpaid period for lunch. The standard workweek shall not be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

A coffee break not to exceed ten (10) minutes shall be granted during the early part of each shift.

Section 2. Overtime

All hours worked in excess of ten (10) hours per day, forty (40) hours per week, or outside of regular shift, Monday through Friday, Saturday and Sunday shall be paid at the rate of time and one-half the regular hourly rate, except as provided elsewhere in this Agreement. All work performed on Holidays shall be paid at the rate of two (2) times the regular hourly rate, except as provided elsewhere in this Agreement. For heavy construction only, all work performed on Sunday shall be paid at the rate of two (2) times the regular hourly rate. There shall be no pyramiding of overtime pay. On operations such as dewatering, curing and protection of concrete, all overtime pay shall be time-and-one-half with no special premium for Sundays or holidays. The employer

may establish crews covering twenty-four (24) hours per day seven (7) days per week on such operations with no overtime pay until after forty (40) hours per week.

Section 3. Shifts

Shifts may be established for some or all crews when considered necessary by the Employer and the union receives prior notification. When three (3) shifts are worked, the first, or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 1/2) hour basis and the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the employees' regular hourly rate. When shift work is established, it must continue for a minimum of three (3) consecutive days. If only two shifts are to be worked, each shift will work eight (8) hours for eight (8) hours pay. There shall be not split shifts. Other shift provisions may be established on a pre-bid basis by mutual consent of the parties.

Section 4. Make-up Day

In the event the employer is unable to work to forty (40) hours in any week do to inclement weather, Saturday may be used as a make-up day, when the employer's standard shift is Monday through Friday, 8 hours per day. In the event the employer's standard shift is Monday through Thursday, 10 hours per day, the make-up day will be Friday. All make hours worked on the make-up day (up to 40 hours) shall be paid at the straight time rate of pay. When a make-up day is implemented it must be scheduled for a minimum of eight (8) hours. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days may be implemented on a pre-established crew-by-crew basis.

ARTICLE XI Holidays

The following holidays shall be recognized:

New Years Day
Martin Luther King Jr Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day,
the day after Thanksgiving Day
Christmas Day

The above holidays shall be observed on the same day as designated by the Federal Government. Should an employer declare a holiday on George Washington Birthday, the employee shall not lose wages on that day and shall be paid at the regular rate of pay, except for inclement weather.

ARTICLE XII Pay Procedure

Laborers are to be paid weekly on the job, during working hours in legal United States currency or may be paid by check provided that such checks be bonded for payment and that a copy of such bond be furnished the Laborers' District Council, and when practical, in a protected place. The employer shall not withhold more than three (3) days pay unless mutually agreed upon by both parties. If a laborer is not paid before the end of the shift, on regular payday, he shall be paid the overtime rate for waiting time, and shall continue to work until paid, the weather permitting. In cases where the delay in delivering the payroll is beyond the contractors control, the laborers will accept their regular pay at the time of delivery, sign a time receipt, and waiting time payments at straight time rates will be made the following day. If the laborers continue to work they will receive the prescribed overtime rate rather than straight time.

When an employee is laid off or discharged, he shall be paid immediately. Should the employee not receive all monies due him within one half (1/2) hour of the designated time of discharge, and the employer had told the employee to wait for his pay, he shall be entitled to additional compensation for the time he waits at the prescribed basis rate. The additional money due the employee for waiting or pay correction shall be delivered to the union hall the following day, or at the employees request it may be mailed to his place of resident.

If due to circumstances beyond the employers control, the employee does not receive monies due at the designated time of discharge, the employee shall leave the job at the request of the employer and monies due shall be forwarded to the union hall or the employees place of residence.

Notwithstanding any of the above paragraphs concerning lay off and discharge, the employer may order the employee to return to work the next work day, and upon doing so the employee shall continue to work until he is laid off and paid in full in accordance with the terms of the contract.

On a rainy day when laborers do not start working it is agreed laborers shall be paid off before 2:30 p.m. If a regular payday should fall on the holiday, laborers shall be paid the day before; however, at the contractor's option he may end the payroll period one day earlier to have sufficient time for preparation of the payroll.

In the event of payroll errors an employee must notify the employer within ten (10) working days in order to be subject to the grievance procedure.

Upon voluntary termination, employees must receive pay within 5 working days.

ARTICLE XIII Reporting Pay

Any employee who reports for work and for whom no work is provided shall receive two (2) hours pay provided the employee remains available for work. If the job is shut down because of weather, employees shall be paid for actual time worked but not less than two (2) hours. Procedures

for prior notification of work cancellation shall be determined at the pre-job conference. This article shall not apply to Masonry Contractors.

ARTICLE XIV **Apprentices**

Section 1. Effective June 1, 2002 through May 31, 2003, new applicants for membership who cannot provide reasonable proof of 3,200 or more hours of employment in the Skilled Laborers Trade (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Laborers Joint Training Fund (LJTF)) shall, at the discretion of the contractor or at the request of the applicant, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Effective June 1, 2003 any new applicants for membership who cannot provide reasonable proof of 3,200 or more hours of employment in the Skilled Laborers Trade (or, alternatively, cannot demonstrate equivalent skills in a placement examination administered by the Laborers Joint Training Fund (LJTF)) shall, whenever possible, enter the Apprenticeship program. Any person entering but failing to maintain and complete his or her Apprenticeship shall not be employed by the Employer as a Journey Worker under this Agreement. The failure of any Apprentice to maintain his or her Apprenticeship status shall obligate the Employer to discharge such person upon notice from the Union.

Section 2. The Apprenticeship and Training Standards approved by the District of Columbia Apprenticeship Council and Virginia Apprenticeship Council Standards are hereby incorporated by reference as a part of this Agreement.

Section 3. The Apprentice wage rates:

Hours of Credit	Wage Rate
0 – 800	60% of Skilled Journey Worker
801-1600	70% of Skilled Journey Worker
1601-2400	80% of Skilled Journey Worker
2401-3200	90% of Skilled Journey Worker
3201- & Over	Journey Worker

Section 4. The Employer may pay a higher rate at its option. However, the Apprentice must meet his or her commitments to the LJTF regardless of the level being paid.

Section 5. The Employer shall pay an Apprentice the full fringe benefit package as described in this contract.

Section 6. Entry into the apprenticeship program shall be controlled by the LJTF, which shall employ appropriate testing and screening procedures. An Apprentice advances from one

hours-of-credit and wage-rate category to another only upon determination of satisfactory performance by the LJTF, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice.

Section 7. . Effective from June 1, 2002 through May 31, 2003, the Employer shall at its discretion participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) Apprentice for every three (3) Journey Workers commencing with the fourth laborer employed.

Effective from June 1, 2003, the Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The employer is not obligated to accept more than one (1) Apprentice for every three (3) Journey Workers commencing with the fourth laborer employed.

Section 8. The Employer may not employ an Apprentice until at least three (3) Journey Workers are employed and thereafter may not employ more than one (1) Apprentice for every additional three (3) Journey Workers.

Section 9. An Apprentice should, whenever possible, be rotated by the Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Employer is unable to provide an Apprentice with experience in the full range of craft skills; the LJTF with permission of the Employer, may request the Local Union to reassign the Apprentice to other employment in order to provide that experience.

Section 10. An Apprentice shall not work on the jobsite unless supervised by a Journey Worker.

Section 11. An Apprentice shall not be penalized for taking off from work to attend off Site training (though time off for training is unpaid).

Article XV Training

Section 1. The following training requirements shall apply to all employers who employ members of Laborers Local Union No. 74, and Construction & Master Laborers Local Union No. 11 for the purpose of Building Construction, and shall not apply to work traditionally considered Heavy, Highway, Paving, or Pipeline.

Section 2. Effective June 1, 2004, the employer will only give scheduled wage increases to Journey Workers who can document that they completed two (2) training classes relating to Building Construction at the Laborers Joint Training Fund within the previous year.

Section 3. Following are the list of classes that relate to Building Construction at the Laborers' Joint Training Fund. Any additions or modifications will be provided to the employer.

*Aboveground Drilling

*Basic Construction Plan Reading

*Concrete Practices & Procedures

*Confined Space Awareness

- *Firewatch
- *Hazard Communication
- *Metric Measurement in Construction
- *Plasma Arc Cutting
- *Scaffold Builder
- *Asbestos Abatement Worker
- *Asbestos Abatement Supervisor
- *Class III Asbestos Worker
- *Hazardous Waste Worker
- *Hazardous Waste Operations
- *Hazardous Waste Supervisor
- *Lead Abatement Worker Refresher
- *Lead Abatement Supervisor Refresher
- *Radiological Worker II
- *Flagging
- *Respiratory Protection
- *Craft Orientation
- *OSHA Construction Safety & Health
- *Trench Protection and Principles of Pipe Laying
- *General Construction
- *Hoisting and Rigging
- *Permit-Required Confined Spaces
- *Practices & Procedures of Mason Tending
- *Scaffold User
- *Asbestos Abatement Worker Refresher
- *Asbestos Abatement Supervisor Refresher
- *Environmental Laborer Preparatory
- *Hazardous Waste Workers Refresher
- *Hazardous Waste Limited Access
- *Lead Abatement Worker
- *Lead Abatement Supervisor
- *Nuclear Power Plant Worker
- *Hearing Protection
- *Forklift
- *Construction Steward Leadership
- *Foreman Preparedness

Section 4. Journey Workers who have completed all of the classes relating to Building Construction offered by the Laborers Joint Training Fund and can document their satisfactory attendance will not be subject to Section 2 of this Article.

ARTICLE XVI

Subcontracting

Section 1. Subcontractors performing work at the project shall become signatory to and be bound by the terms and conditions of this agreement.

Section 2. It is understood that qualified union, competitive subcontractors may not be available. If this is the case, the employer will notify the Union in a timely manner prior to the bid or award of the subcontract and the Union will endeavor to locate suitable, qualified, competitive union subcontractors to perform the work. If in seven (7) days the Union are unable to locate such qualified, competitive union subcontractors, the employer will be relieved of Section 1 of this Article.

ARTICLE XVII

Fringe Benefits

Section 1. The employer will be furnished the appropriate trust documents covering all funds listed in Appendix A into which contributions shall be made. The employer will contribute and be bound by all trust funds in Appendix A covering the Unions employees under this Agreement.

Section 2. If payment for contributions as defined above are not received by the fund offices by the date prescribed by the appropriate trust funds for hours the previous month, the trust fund will notify the Employer of such delinquency. If after five (5) days from such notice, all

delinquencies have not been paid in full it is agreed that the Union may take appropriate economic action which will not be in violation of this Agreement, should a work stoppage occur. Failure to make contributions shall result in liquidated damages being assessed in the amount of 15% of the contribution or \$20 per delinquency whichever is greater.

ARTICLE XVIII Work Preservation

A Joint Labor Management Committee consisting of Union Contractors and the Union shall be established, and have the authority to target projects for the purposes of preserving work for members of the Local Union under this Agreement. These special conditions shall be established on an as need basis.

This Committee shall meet for the purpose of securing competitive bids for signatory Contractors when bidding against non-signatory contractors, or bidding in a market not normally covered under this Agreement. Favored Nations will apply.

ARTICLE XIX Favored Nations

Should the Union enter into any agreement providing more favorable terms and conditions, then employers signatory to this agreement may implement those terms and conditions for the same type.

ARTICLE XX Savings Clause

It is intended that this agreement shall not violate any applicable Federal or state laws, but if any provision is held to violate any law, that provision of the Agreement shall be considered null and void with the remainder of the agreement continuing in full force and effect.

ARTICLE XXI Duration of Agreement

Section 1. This agreement shall be in full force and effect from June 1, 2002, to and including May 31, 2005, and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or modify this agreement is served by either party upon the other at least sixty (60) days prior to May 31, 2005, or any subsequent anniversary date thereafter.

Section 2. Such notice shall be deemed to have been given when properly addressed to the employer or the Union and deposited into the federal mail service.

Section 3. Negotiations shall commence on a new agreement or an agreement containing proposed modifications to this agreement at least forty-five (45) days prior to the termination date of this agreement at set forth in Section 1 of this Article.

**For the Laborers' District Council
of Washington DC & Vicinity:**

Signatory Contractor

Signed By: _____
Print Name: Herman Sykes
Title: Business Manager
Date: _____

Employers Name: _____
Address: _____
City, State & Zip: _____
Phone: _____
Signed By: _____
Print: _____
Date: _____

BUILDING RATES

	<u>Eff 6/1/02</u>	<u>Eff 6/1/03</u>	<u>Eff 6/1/04</u>
Skilled Laborer	16.66	17.30	17.94
Semi-Skilled Laborer	14.42	14.97	15.52
Construction Laborer	12.44	12.92	13.40

Skilled Laborer

Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammer, paving breakers, spaders or any machine that does the same general type work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers, and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

Semi-skilled Laborer

Material handlers, general cleanup (including concrete cleanup: watchmen, sweepers, water person and stake jumper), landscape laborers, structural demolition, maintenance cleanup, carpet layer tender, fire watchmen and, carpenter tender, cement finisher, water spraying concrete (curing), tool room clerk and all laborers not otherwise classified.

Construction Laborer

Flaggers, Dumpmen, Spotters, Janitors, Truck Checkers, and final cleaning of structures prior to the turnover to the owner.

All laborers receiving wages higher than that applicable to their classification will not have their wages reduced. The Employer may pay a higher rate at its option.

	<u>Eff 6/1/02</u>	<u>Eff 6/1/03</u>	<u>Eff 6/1/04</u>
Chimney Worker I (0-100 ft.)	17.64	18.32	19.00
Chimney Worker II (Over 100 ft)	18.79	19.51	20.23

Foremen will receive \$1.00/hour above the basic rate of pay.

General Foreman will receive \$2.50/hour above the basic rate of pay.

APPENDIX B
ENVIRONMENTAL RATES

Skilled Asbestos/Lead Abatement work/Non-Structural Demolition	14.62	15.18	15.74
Hazardous Waste Workers			
Level A	16.87	17.52	18.17
Level B	15.75	16.36	16.97
Level C	15.18	15.76	16.34
Level D	15.18	15.76	16.34

Foremen will receive \$1.00/hour above the basic rate of pay.

APPENDIX C
HEAVY & HIGHWAY RATES
(Including Water & Sewer)

	<u>Eff 6/1/02</u>	<u>Eff 6/1/03</u>	<u>Eff 6/1/04</u>
Group 1	17.35	18.02	18.69
Group 2	17.59	18.27	18.95
Group 3	17.72	18.40	19.08
Group 4	17.83	18.52	19.21
Group 5	18.18	18.88	19.58
Group 6	18.60	19.32	20.04
Group 7	18.82	19.54	20.26
Group 8	19.57	20.32	21.07

Foremen will receive \$1.00/hour above the basic rate of pay.

Group 1

Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, driller helper, dumpmen, flagmen, fence erector and installer, including installation and erection of fence, guard rails, median rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

Group 2

Combined air and water nozzleman, cement handler, dope pot fireman, non-mechanical, form cleaning machine, mechanical railroad equipment, includes spiker, puller, tie cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment. Tamper or rammer operator, trestle scaffold builders over one tier high. Power tool operator, gas, electric or pneumatic sandblast or gunnite tailhose man, scaffold erector, steel or wood, vibrator operator up to four feet, asphalt cutter, mortarmen, shorer and lagger, creosote material handler, corrosive enamel or equal, paving breaker and jackhammer operator.

Group 3

Multi-section pipe layer, non-metallic clay and concrete pipe layer, including caulker, collarman, jointer, rigger and jacker, thermit welder and corrugated metal culvert pipe layer.

Group 4

Asphalt block pneumatic cutter, asphalt roller, walker chainsaw operator, with attachment, concrete saw, walking; high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator 6 feet and over, well point installer, air trac operator.

Group 5

Asphalt screeder, big drills, cut of the hole drills, 1-1/2 inch piston or larger, down the hole drills, 3-1/2 inch piston or larger, gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzleman and potman.

Group 6

Powderman, master form setters.

Group 7

Brick Paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type).

Group 8

Licensed powdermen.

TUNNEL RAISES & SHAFT RATES
(Including Water & Sewer)

	<u>Eff 6/1/02</u>	<u>Eff 6/1/03</u>	<u>Eff 6/1/04</u>
Group 1	17.90	18.59	19.28
Group 2	18.39	19.10	19.81
Group 3	19.67	20.43	21.19
Group 4	20.18	20.96	21.74

Foremen will receive \$1.00/hour above the basic rate of pay.

Group 1

Brakeman, bull gang, dumper, trackman, concrete man.

Group 2

Chuck tender, powderman in prime house, form setters and movers, nippers, cableman, hoseman, groutmen, bell or signalman, top or bottom vibrator operator, caulkers helpers.

Group 3

Miners, rodmen, re-bar underground, concrete or gunnite nozzleman, powderman, timberman and re-timberman wood steel including liner plate or any other support, material, motorman, caulkers, diamond drill operators, riggers, cement finishers-underground, welders and burners, shield driver, air trac operator, shotcrete nozzleman and potman. Effective December 11, 1972, the miners rate shall be paid for work performed in underpinning pits.

Group 4

Mucking machine operator (air).

Compressed Air Rates

		<u>Eff 6/1/02</u>	<u>Eff 6/1/03</u>	<u>Eff 6/1/04</u>
Gauge of Pressure	Work Period			
Pounds	Hours			
1-14	7	150.95	156.99	163.27
14-18	6	152.78	158.89	164.25

APPENDIX D
MASON TENDERS RATES

	<u>Eff 6/1/02</u>	<u>Eff 6/1/03</u>	<u>Eff 6/1/04</u>
Mason Tender	13.28	13.79	14.30
Scaffold Builder, Mortarman, and small equipment operator	13.93	14.47	15.00
Foreman	14.97	15.55	16.13

Trust Fund Contributions

Health & Welfare	\$1.65
Pension	\$.90
Training	\$.30
Industry Promotion	\$.04
Coalition for Fair Contracting	\$.03
Laborers Employers Cooperation & Education Trust	\$.10 p/hr.

Note to file K 8437

The Laborers District Council of Washington DC and Vicinity has discontinued negotiating with the Construction Contractors Council as of the end of the agreement expiring on 5/3/02. The Laborers now have prepared their Wage Agreement which they use with independent contractors.

JKS
1/14/03

NOTE to file K 8437:

K 8437 has been merged with K 8935. K 8935 has been deleted and its contents put into this folder. K 8935 formerly covered heavy construction, subway, and rapid transit work. K 8437 formerly covered only building construction. Starting in 1999, the two types of work were covered by one agreement.

JKS
7/19/99