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K 8637  
1,500 workers

38 pp.

# COLORADO STATEWIDE LABORERS' INDEPENDENT BUILDING AGREEMENT

May 1, 2001 - April 30, 2004

## CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble_____	2
1	Purpose_____	2
2	Craft Jurisdiction_____	2
3	Territory Area_____	9
4	Work and Employees Covered_____	9
5	Recognition_____	10
6	Union Membership_____	10
7	Hiring Procedure_____	11
8	Apprenticeship_____	14
9	Equal Employment Opportunity_____	15
10	Safety_____	16
11	Disputes_____	17
12	No-Strike - No Lockout_____	20
13	Management Rights_____	20
14	Union Representatives_____	21
15	Temporary Work Assignment_____	22
16	Hours of Work and Overtime Rates_____	22
17	Working Conditions_____	25
18	Subcontractors_____	27
19	Wages_____	27
20	Fringe Benefits_____	27
21	Work Recovery Program_____	30
22	Fringe Benefit Bond_____	31
23	Administrative Dues Check-Off_____	33
24	Government Work_____	33
25	Heavy & Highway Engineering Agreement_____	33
26	Equal Treatment_____	34
27	Saving Clause_____	34
28	Entire Agreement_____	35
29	Effective Date_____	35
	Signature Page_____	36
	Schedule "A"_____	37
	Addendum "A" Special Conditions_____	38

## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between \_\_\_\_\_ (hereinafter "Employer") and the COLORADO LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, who represents that it has the constitutional authority to negotiate and sign for and on behalf of the Local Union members within the State of Colorado, under Section 9A of the National Labor Relations Act.

## ARTICLE 1 PURPOSE

The purposes of this Agreement are to promote a settlement of labor disputes and work stoppages, to stabilize conditions in building construction in the area affected by this Agreement, to prevent avoidable delays and expenses and generally to encourage a spirit of helpful cooperation between the Employer and the employee groups to their mutual advantage.

It is understood the following terms and conditions relating to the employment of workmen covered by this Agreement have been decided upon and that the following provisions will be are binding upon the parties to this Agreement during the term of this Agreement.

## ARTICLE 2 CRAFT JURISDICTION

(A) The Union reserves the right to claim any and all types of work which it deems appropriate. The Employer shall make all work assignments.

(B) The Union's claim of such craft jurisdiction, by itself, does not necessarily, as to all such claimed craft jurisdiction, constitute work covered by this Agreement. As to such items as may be included in such claim of craft jurisdiction, if any, which are not work covered by this Agreement, nothing in this Article shall be deemed to constitute an Agreement by the Employer that the Employer is making or will make an assignment thereof to employees covered under this Agreement.

(C) When advanced technology provides a new method of accomplishing work that displaces classifications of work covered by this Agreement, and thereby creates a potential new classification of work, the Employer shall discuss with the Union the Union's claim to the assignment of such work.

(D) The Employer shall make the work assignment in writing on the Employer's official letterhead where more than one craft claims the work. A copy of such written assignment shall simultaneously be furnished to the craft or crafts concerned with the assignment of such work.

(E) The craft jurisdiction claimed by each of the Local Unions who are parties to this Agreement as an affiliate of the Laborers' International Union of North America, AFL-CIO, includes:

1. **Tenders.** Masons, plasterers, carpenters, and other building and construction crafts and mixing, handling and conveying of all materials used by plasterers, carpenters and other building and construction crafts, whether done by hand or by any other process, drying of plastering when done by salamander heat and cleaning and clearing of all debris. The loading, unloading, handling and distribution of all materials, fixtures, furnishings, and appliances from point of delivery to point of installation. Tenders are not informal apprentices and do not use the tools of the craftsman being tended. The Employer reserves the right to assign the work as the Employer sees fit.
2. **Scaffolding.** Building of scaffolding and staging for masons and plasterers.
3. **Excavations and Foundations.** Excavation for building; digging of trenches, piers, foundations and holes, digging lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cutting, lagging, shoring. Operation of all hand tools, pneumatic, electric, motor, combustion or air driven tools or equipment necessary for the performance of work described herein, including but not limited to; gas and electric powered chain saws, vibratory tampers, hand powered rollers, jack hammers, etc.
4. **Concrete.** Concrete for walls, foundations, floors or for any other construction; mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying concrete whether done by hand or any other process, and wrecking, stripping, dismantling, cleaning, and handling concrete forms and falsework; building of centers for fireproofing purposes.
5. **Streets, Ways and Bridges.** When required as part of a Building Construction Project. Work in the excavation, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses and bridges and grading and landscaping thereof and all other semi and unskilled labor connected therewith.
6. **Underpinning and Shoring.** Shoring, underpinning, raising and moving of all structures.
7. **Drilling and Blasting.** All work of drill running, jack-hammering and blasting.
8. **Compressed Air.** All work in compressed air construction. When required as part of a Building Construction Project.
9. **Signal Men.** Signalmen in all construction work defined herein.

10. General Excavation and Grading. The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all skilled and unskilled labor connected therewith.

11. Factories. Laborers in factories and mills.

12. General Laborers. All laborers in, material yards, junk yards, asphalt plants, concrete plants, cemeteries and the cleaning of streets, ways and sewers and all laborers' work of an unskilled and semi-skilled nature, when required as part of a Building Construction Project.

13. Wrecking. The wrecking of buildings and all structures.

14. Watchmen. Flagmen, guards, garbage and debris handlers, dumpmen, fire-watch, watchmen, tending heaters and pumps.

(F) The craft jurisdiction claimed by each of the Local Unions who are parties to this Agreement as an affiliate of the Laborers' International Union of North America, AFL-CIO, is more particularly defined and described to include the following:

1. Tenders. Masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of material and the handling and conveying of materials to be used by mechanics of other crafts whether such preparation is by hand or by any other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy or other motorized unit used for such purpose, including fork lifts. Tenders are not informal apprentices and do not use the tools of the craftsman being tended.

The following work may be performed by Tenders:

- (a) Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.
- (b) Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area. The general cleanup including sweeping, cleaning, washroom and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris, including crates, boxes, packaging waste material. Washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.
- (c) The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and structures.

2. Scaffolds. Erection, planking and removal of all scaffolds for lathers, plasterers, bricklayers, masons and other construction trades, crafts, building, planking or installation and removal of all staging, swinging and hanging scaffolds, including maintenance thereof. The dismantling of said scaffolds, as well as preparation for foundation or mudsills for said scaffolds and maintenance of same shall be done by laborers.

3. Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmission Line. Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging; sheeting, cribbing, bracing and propping of foundations, holes, caissons, when required as part of a Building Construction Project.

4. Underpinning, Lagging, Bracing, Propping and Shoring. Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structures by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Re-setting of structure in new location to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new site.

5. Signal Men. Signal men on all construction work defined herein, including traffic control signal men (traffic control director) at construction sites.

6. General Excavation and Grading. The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, and dumpmen.

7. Wrecking. The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfilling and landscaping of the site of wrecked structure.

8. Use of Tools. Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein, including but not limited to; gas and electric powered chain saws, vibratory tampers, hand powered rollers, jack hammers, etc. Laborers may also operate welders, forklifts, skidsteer loaders, etc.

9. Miscellaneous. All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international Unions and as may be hereafter acquired; including all such work and jurisdiction as declared

by actions of the Executive Council or conventions of the American Federation of Labor.

10. Concrete, Bituminous Concrete and Aggregates. Concrete, bituminous concrete or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Building of centers for fireproofing purposes. Operation of concrete conveyers, motorized wheelbarrow or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, and hooking on, signaling, dumping and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading flowing, puddling, leveling and strikeoff of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where prestressed or precast concrete slabs, walls or sections are used, all loading, unloading, stockpiling, of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregates in any form, by hand, mechanical means, gridstones or air or water.

- (a) The filing and patching of voids, crevices, etc. to correct defects in concrete caused by leakage, bulging, sagging, etc.
- (b) The loading, unloading, carrying, distribution and handling of all rods, mesh and material for use in reinforcing concrete construction. The hoisting of rods, mesh and other materials, except when a derrick or outrigger operated by other than hand power is used.
- (c) All work on interior concrete columns, foundations for engine and machinery beds.
- (d) The stripping of forms, other than panel forms which are to be reused in their original form, and the stripping of forms on all flat arch work.
- (e) The moving, cleaning, oiling and carrying of all forms to the next point of erection.
- (f) The snapping of wall ties and removal of tie rods; handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

11. Streets, Ways and Bridges. When required as part of a Building Construction Project. Work in the excavation, preparation, concreting, asphalt

bituminous concrete and mastic paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence or quarry rail installation and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work, loading, unloading, placing, handling and spreading of concrete, aggregate or paving material, including leveling of the surface. Strike-off of concrete when used as paving material by hand and floating or mechanical screeding for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all precast concrete or stone curb sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, riprap, or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

12. Trenches, Manholes, Handling and Distribution of Pipe, Etc. When required as part of a Building Construction Project. Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials, concreting, backfilling, grading and resurfacing and all other labor connected therewith. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and mixing or pouring of concrete and the handling and placing of other materials for saddle, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, resurfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

13. Sewers, Drains, Culverts and Multiplate. When required as part of a Building Construction Project. Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete, backfilling, tamping, resurfacing, and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta ironstone, vitrified concrete or other pipe and the making of joints for main and side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer to



building or structure except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's Decision) Laying, leveling and making of joints of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons, or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools and drain fields. Excavation, Grading, Grade Preparation and Landscaping of well points or any other dewatering system.

14. Drilling and Blasting. Core, diamond, wagon, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator, chuck tender, air tool repairman, jack-hammering, blasting; operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, road guarding.

15. General. Landscape nurseries and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semi-skilled nature, including tool room men, park, sports arena and all recreational center employees, utilities employees, horticultural and agricultural workers.

16. Railroad Track Work. When required as part of a Building Construction Project. Right-of-way clearance as described above, excavation, grading, subgrading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties at point of installation. All burning or otherwise cutting of track, setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Placing and tamping of ballast by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, sidings, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences.

17. Studio Utility Employees. All such work as herein described as may be pertinent to and part of the operation of motion picture and other related types of studios.

## ARTICLE 3 TERRITORY

The territory covered by this Agreement shall be the State of Colorado.

(A) The minimum straight time hourly wage rates set forth in Schedule "A" attached hereto are the rates, which apply.

## ARTICLE 4 WORK AND EMPLOYEES COVERED

(A) Work. This Agreement includes but is not limited to all industrial, institutional and commercial construction work performed in the State of Colorado. The work covered by this Agreement shall **EXCLUDE** all highway construction and all heavy engineering construction.

(B) Employees. This Agreement shall apply to and have effect on all employees employed by the Employer who perform Laborers work.

1. Excluded from the terms of this Agreement are all employees of the Employer who are classified as executives, superintendents, assistant superintendents, supervisory personnel with or without the power to hire and fire (other than working Foremen), survey parties, engineers, party chiefs, instrumentmen, architects, draftsmen, inspectors, timekeepers, messenger persons, yard workers who are normally employed at the yard site, janitorial help, shop maintenance, deliverymen, landscapers, office workers and/or clerical workers (other than those classifications covered by this Agreement). Such excluded employees shall not perform work covered by this Agreement which properly should be assigned to and performed by employees who are covered by this Agreement.

(C) In the event there arises any disagreement or dispute between the Employer and the Union as to the proper classification of a project or any part of a project as being building construction or as being highway construction or as being engineering construction, such disagreement or dispute shall be processed as a contractual dispute in the manner heretofore provided in Article 11, Disputes.

(D) The Employer and the Union do hereby agree to establish a joint apprenticeship program to be administered in accordance with the provisions of the Colorado Laborers' and Contractors' Joint Apprenticeship and Training Committee, dated November 2, 2000, together with all amendments hereto, shall be considered as a part of this contract as though set forth herein at length.

## **ARTICLE 5 RECOGNITION**

(A) The Union has claimed and The Employer recognizes, for the period of this Agreement, the Union as the sole collective bargaining representative for employees covered by this Agreement, and shall not recognize any other craft or union classification covering the Laborers' jurisdiction herein.

## **ARTICLE 6 UNION MEMBERSHIP**

(A) All present employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, Article 5, shall, as a condition of employment, become members of the Union within eight (8) days following the date of this Agreement and shall remain members in good standing during the term of this Agreement. All new employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, shall, as a condition of employment, become members of the Union within eight (8) days following the date of their employment and shall remain members in good standing during the term of this Agreement. "Good Standing" for the purpose of this Agreement is interpreted to mean the payment or tender of initiation fees and periodic Union dues uniformly required as a condition of acquiring or retaining membership.

(B) When an employee fails to tender to an authorized agent for the Union such initiation fees or periodic Union dues as are required for good standing membership, the Employer will, upon written request from the Union, dismiss the employee at the close of the shift during which said written request is furnished by the Union to the Employer. Such written request from the Union shall itemize and certify the delinquent employee's account with the Union and shall be furnished by the Union in triplicate, one (1) copy to be mailed or delivered to the superintendent or Foreman of the Employer in charge of the particular project upon which said delinquent employee is employed, one (1) copy to be mailed or delivered to the Employer at its principal place of business in Colorado and one (1) copy to be mailed or delivered to the delinquent employee. All such written notices shall be signed by the Business Representative of the Union.

(C) The Union represents that it will not invoke the provisions of this Article unless and until such time as it will have available for the Employer a qualified replacement for the delinquent employee for whom the Union is making written request for dismissal, or a qualified replacement for an employee who refuses to join the Union as required above. If the Union cannot furnish an employee, an employee procured from other sources may remain in the employ of the Employer for the remainder of the job and shall not be removed by the Employer except as described above.

## **ARTICLE 7 HIRING PROCEDURE**

### Registration for Work and Referral Procedure

#### **(A) EMPLOYER REQUIREMENTS**

1. The Employer agrees that he shall give the Union first opportunity to furnish and the Union agrees to reasonably attempt to furnish all classes of employment that are provided for in this Agreement. The Employer further agrees that all requests for employees will be placed within twenty-four (24) hours prior to the contemplated beginning hour of employment. If the employees do not appear for work at the Employer's project at the hour requested, after such twenty-four (24) hours prior request for employees, the Employer may hire from any source available the same number of employees requested; and thereafter, the Union shall not demand the discharge of any employees so hired, other than as provided in Article 6, Union Membership.
2. The Employer retains the right to refuse to accept and to reject any job applicant referred by the Union.
3. Notwithstanding any contrary provisions of this Article, the Employer may request by name and hire any individual, whether he is a member of the Union or not, and who has been registered with the Union for at least forty-eight (48) hours. Such designated person shall be placed upon the out of work list as qualified by experience. Employees hired under this provision who thereafter seek placement for employment through the hiring facility shall be treated as any other applicant for employment.
4. Upon request, by the Union, the Employer shall confirm, by FAX, the employment of all dispatched employees by providing the Name and Social Security Number.
5. For all new Employees hired by the Employer in accordance with Article 7 and not dispatched by the Union, the Employer shall provide the Union with the Name and Social Security Number of all newly hired employees, covered by this agreement, within forty-eight (48) hours of the date of hire.
6. To safeguard continuity of employment and thus protect unemployment insurance of employees, neither the Union nor its representatives shall have the right to transfer employees from one Employer to another or replace one employee with another.
7. The Employer shall have the right to take his employees who are engaged in work covered by this Agreement from one locality to another locality within the jurisdiction of this Agreement.

8. The Employer and the Union agree that a drug and alcohol free work environment reduces safety hazards and job-site problems. As a result, the Employer may establish a drug and alcohol policy, however, in no case will random drug testing or searches be allowed. Any employee disciplined or discharged pursuant to the terms of a drug or alcohol policy will not be entitled to utilize the grievance procedure.

9. The Employer and the Union hereby adopt policies, procedures and conditions for a pre-employment substance abuse analysis to be administered by the Union and approved by the Colorado Laborers Management Cooperative Committee. Successful passage of this pre-employment substance abuse analysis shall be, and hereby is, a condition of employment for all applicants.

(a) Any applicant not successfully passing the pre-employment substance abuse analysis shall not be entitled to utilization of any rights or remedies under any grievance procedure pursuant to this Agreement.

(b) The Employer shall not hire any applicant who does not have in their possession at the time of the commencement of employment a current identification card showing successful passage of this pre-employment substance abuse analysis. If the Union cannot supply sufficient qualified applicants, the Employer shall test all applicants which the Employer intends to employ as a condition of employment according to the same policies and procedures as contained in the Colorado Laborers Management Cooperative Committee pre-employment substance abuse analysis.

## **(B) UNION REFERRAL**

1. In order to maintain employment and preserve workable labor relations as well as to insure accomplishment of private and public work, the following, subject to the employer's right to hire by name, shall prevail.

2. It is recognized, within the construction industry, that the Union has developed a pool of qualified and safety trained workers.

3. 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.

4. All applicants for referral are required by the Union to demonstrate proper authorization for employment. All applicant referrals shall be advised to provide proper work authorization to the employer upon dispatch by the union.

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

agrees to comply with all laws and regulations, state and federal, with regard to acceptance, selection, and referral of job applicants without discrimination, and hereby agrees to indemnify and hold harmless the employer from losses or damage resulting from any act or omission of the Union in breaching or failing to comply with all such laws and regulations.

6. 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:

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

(b) The Union shall qualify and 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 qualified.

### **GROUP A**

Effective May 1, 2001, Group A shall consist of:

1. All Laborers who have employed by a signatory contractor as of April 30, 2001.
2. All Laborers who have been employed, under the terms of an agreement with any Laborers District Council as herein defined or who have worked for an aggregate time of at least 4,000 hours.
3. Such "A" status may also be granted to any applicant, after May 1, 2001, providing satisfactory evidence of prior Construction Craft Laborer work experience at a minimum of 4,000 hours.
4. Laborers who have successfully completed the Colorado Laborers and Contractors Joint Apprenticeship and Training Committee, Apprenticeship Program which consists of 301 hours of classroom related training and 4,000 hours of covered employment.

### **GROUP B**

Effective May 1, 2001, Group B shall consist of:

1. Individuals who are registered with and have been qualified by the Joint Apprenticeship Training Committee (JATC) and are signatory to a training agreement with the JATC. Such individuals shall register at the training office with the JATC. The JATC shall determine the number of individuals accepted into the Apprenticeship Program.

## GROUP C

Effective May 1, 2001, Group C shall consist of:

1. All other applicants.

2. The hiring hall shall prepare and maintain the roster for preference of rehire by grouping all applicants who come within the above classifications and shall utilize the Health and Welfare, 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 Construction Craft Laborer experience and skills to the hiring hall.

**(C) 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. When Group A has been exhausted:

(1) Dispatching of Group B Apprentices shall be in successive order as registered on the out-of-work list, and subject to the Apprenticeship Standards Ratios of the JATC. When Group B has been exhausted:

(2) Applicants shall be referred from Group C, as qualified, in successive order as their names appear on the out-of-work list.

**(D)** It is the intent, of the Employer and 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.

**(E)** The Union and each Local Union shall post, in their main offices, all provisions relating to the referral and hiring provisions of this Agreement.

## ARTICLE 8 APPRENTICESHIP

**(A) APPRENTICES:** The Employer, signatory to this Agreement, agrees to employ apprentices when available, immediately after the first Journeyman Laborer is employed. The Employment of Apprentices shall be in accordance with the following ratios per job:

1. Apprentices shall be hired in the following ratio of one (1) apprentice after the first Journeyman Laborer and one (1) apprentice shall be hired after each four (4) journeyman Laborers have been employed thereafter. It shall not be a violation of the Hiring Hall Procedures to maintain the apprenticeship ratios.

(a) No Employer shall have more than thirty percent (30%) of its statewide Laborer employees as Apprentices.

(B) The above ratio is subject to the availability of apprentices.

(C) Any Employer seeking to transfer an Apprentice to work outside the jurisdiction of the Colorado JATC must obtain prior approval of both JATC committees.

(D) Apprentice Wage Schedule: Apprentices shall be paid a progressively increasing schedule of wages bases on a percentage of the current Journeyman wages, as follows:

1 <sup>st</sup> Period - 80%	3 <sup>rd</sup> Period - 90%
2 <sup>nd</sup> Period - 85%	4 <sup>th</sup> Period - 95%

(1) Employers shall pay Apprentices the full Fringe Benefit Package as described in this Agreement.

(E) At no time will apprentice wage rates exceed those of Journeyman for the same classification of work.

(F) If, at any time, a contractor request that a named individual be indentured into the Apprenticeship Program, that individual must first have taken and passed the New Entrant Assessment Test. After meeting all qualifications, contractor referral shall have first opportunity at available opening for apprenticeship placement.

(G) On jobs of a technical nature, the employer, by mutual agreement with the local Business Manager, may waive the use of the above apprentice requirement on a job-by-job basis. Jobs of a technical nature shall include, but not necessarily be limited to, Projects where an apprentice may endanger himself due to lack of required certification and training; hazardous waste sites requiring certifications; plants handling hazardous or toxic materials, etc.

(H) Break-in-service. At no time is the Apprenticeship program to displace the Employer' s normal full-time workforce. A full-time employee (at least 1,000 hours continuous employment during prior 12 months) is any employee whose break in service does not exceed three (3) months, and who has not registered with the Union for dispatch.

## ARTICLE 9 EQUAL EMPLOYMENT OPPORTUNITY

(A) The Union agrees to comply with all applicable federal, state and local laws, regulations, rules, directives and orders with regard to the acceptance, selection, classification and referral of applicants for Union membership and/or applicants for employment, without discrimination because of race, color, national origin, creed, religion, age or sex. Particularly, but not exclusively, the Union shall comply with all applicable Presidential Executive Orders, all applicable regulations, rules, directives or orders of the Equal Opportunity Commission, the Office of Federal Contract Compliance, the United States Department of Labor, the United States Department of Transportation and any



other federal or state governmental agency where such regulations, rules, directives or orders apply to building construction work covered by this Agreement.

(B) The Union further agrees that it will provide the Employer with all information necessary to enable the Employer to comply with the foregoing statutes, orders and regulations, including the preparation and filing of such reports as may be necessary.

(C) The Union hereby agrees to indemnify and hold harmless the Employer from any losses or damages resulting from any act or omission of the Union in breaching or failing to comply with all of the foregoing laws, statutes, orders and regulations not, however, including court costs and attorneys' fees not authorized by the Union.

(D) Notwithstanding the foregoing, if, after twenty-four (24) hours advance request therefor, the Union is unable to refer applicants for employment to the Employer in sufficient number and type of minority groups or hard core unemployment groups as may be necessary to enable the Employer to comply fully with the requirements of the Employer's construction contract with an owner or with any governmental body or agency, then in such event the Employer directly may recruit and employ from any source such number of acceptable applicants and employees as may be necessary to satisfy such contractual requirements. Applicants and employees so selected by the Employer shall otherwise comply with the provisions of this Agreement.

(E) The use of masculine or feminine gender or titles in this agreement shall be construed to include both genders and not as sex limitations.

## **ARTICLE 10 SAFETY**

(A) The Employer and the Union agree that safety on the job is of utmost importance. Every effort shall be made toward safe and sanitary conditions. It shall not be a violation of this Agreement for any employee or employees to refuse to perform work under conditions which create an immediate, real and apparent hazard to the employee or his fellow employees in the immediate area in which the employee is working, and no employee shall be discharged for refusing to work under such conditions.

(B) Safety standards as contained in federal, state and local safety laws, rules and regulations must be observed by the employees and Employer on all jobs covered by and within this Agreement.

(C) Employees shall comply with safety policies established by the Employer. Failure to comply with such policies or failure to participate and cooperate in any Employer's safety program shall be cause for discharge.

(D) All accidents and injuries must be reported by the employees immediately to the Employer and his authorized representative. The job-site Steward and/or Foreman shall also report any accident or job related illness to the Employer and the Union as soon as possible.

**(E) Job-Incurred Accident Pay.** Should any Laborer meet with an accident or be taken ill on the job by a job related illness, the job-site steward and/or the Foreman shall see that the Laborer receives appropriate medical attention. Any time incurred by this duty shall be defrayed by the Employer.

1. If a Laborer is killed on the job, all Laborers shall cease work for the remainder of the day. Any Laborer required to remain on site for required accident reporting and/or for securing of premises or safety related duties, shall be paid for all time spent at the site. Payment of wages for the Laborer crew for the remainder of the shift is at the discretion of the employer. Any Laborer injured in a job accident during the shift requiring emergency treatment by a physician or hospitalization shall receive pay for the whole shift if unable to return to work.

2. If the attending Physician determines that the employee is able to return to work and the employee does not than return to work, such employee shall not receive pay for the remaining portion of the shift.

**(F) The Employer agrees to furnish hard hats and personal safety equipment, special clothing or devices, rain gear and rubber boots. All equipment and clothing is to be returned to the employer upon Termination or on completion of its' use on the project, subject to the following conditions:**

1. The Employer may require each employee to sign a receipt for such equipment and clothing. Any receipt shall indicate the condition of the equipment or clothing at the time of issuance.

2. Any receipt, whêrein the employee acknowledges he shall return such items in the same condition as received, less ordinary wear and tear excepted, prior to receipt of the employee's final paycheck, shall be subject to item (3).

3. Any employee deduction for a failure to return clothing or equipment shall be based on the replacement value, less the condition at time of issuance, and excluding the ordinary wear and tear for use on the job-site. Such deductions shall be made from the employee's last check.

**(G) Sanitary Conditions.** On all projects, the Employer shall provide clean, potable drinking water, individual sanitary drinking cups, provide and maintain suitable sanitary toilet facilities.

## **ARTICLE 11 DISPUTES**

**(A) Contractual Disputes**

1. In the event that a dispute, other than a jurisdictional dispute, arises involving the application or interpretation of the terms of this Agreement, reasonable and diligent effort shall be exerted by Job-site Stewart and Employer's representative, or

if a Job-site Steward has not been assigned the employee contacting the Business Representative with the Employer's representative. If the two (2) parties are unable to reach a settlement, the dispute shall be reduced to writing and the aggrieved party shall notify the other party the dispute is being referred to a Board of Adjustment. The notice shall be sent by certified mail no later than ten (10) working days after the alleged violation occurred. A copy of this notice shall also be sent by certified mail to the office of the Employer and to the Colorado Laborers District Council. It is recognized that an Employer may also file a grievance in accordance with this Article.

2. The Board of Adjustment shall be composed of two (2) representatives designated by the Employer signatory to this Colorado Statewide Independent Building Agreement, and two (2) representatives designated by the Union herein. The Board of Adjustment shall meet not later than ten (10) working days after a grievance has been presented to it.

(a) Should the Board of Adjustment be unable to render a majority decision after convening and hearing the dispute, the Board shall, within two (2) working days, select an arbitrator who is not directly connected with the building or construction industry, either as contractor or union. Should the parties be unable to agree on the arbitrator within said two (2) working days, the parties shall jointly request a panel of five (5) names submitted by the Director of the Federal Mediation and Conciliation Service in Washington, D.C. The party initiating the dispute shall strike first on said list.

3. The decision of the Board of Adjustment or the decision of the Arbitrator, as the case may be, shall be final and binding upon each party to the dispute in each instance and shall be within the scope and the terms of this Agreement.

4. Any expense incurred by engaging an impartial arbitrator shall be borne equally by the parties to the dispute.

5. Unless the parties to the arbitration otherwise agree, the arbitrator shall issue his written decision within ten (10) working days after the close of the arbitration hearing. The arbitrator selected by the parties will be notified of his time requirement at the time of selection.

6. The Board of Adjustment and the arbitrator are empowered to hear and decide disputes growing out of the interpretation and application of this Agreement, but neither shall engage in negotiations for changes or amendments to this Agreement wage rates, hours of work, or working conditions. The Board of Adjustment or the arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement.

7. The parties agree there shall be no strike, work stoppage, slowdown, lockout or other interruption of the continuity of the work in progress during the life of this Agreement unless a party refuses to abide by or to implement the arbitrator's decision.

8. The time limits stated in this Article may ONLY be extended by mutual consent of the Union and the Employer IN WRITING.

**(B) Jurisdictional Disputes**

1. There shall be no cessation or interference in any way with any work of the Employer or his subcontractor by reasons of jurisdictional disputes with the Union herein and which is affiliated with the AFL-CIO or any other Union with respect to jurisdiction over any of the work-covered by this Agreement. It is recognized that an Employer may assign work to a composite crew.

2. Such disputes shall be settled by the Employer and the Unions locally. The Employer shall be present and take part in all discussions in connection with the settlement of such disputes, however, he will not have a vote in the settlement of the assignment of work to one of the competing Unions. Any settlement made shall establish only which of the competing Unions is entitled to have its members perform the work in question. Any settlement made shall not establish the number of workmen in a crew or establish performance of work by a composite crew unless these conditions are agreed to by the Employer.

3. If settlement is not effected promptly, then such jurisdictional dispute may be determined in accordance with the applicable federal and state law.

4. Pending the resolution of the dispute in accordance with the above procedures or in the event such resolution is not attained, the assignment of work as made by the Employer shall continue in effect and all work shall proceed without interruption, interference, delay or cessation. In the event a determination is made in accordance with the procedures above provided and such determination alters the assignment previously made by the Employer, no damages, back pay or fringe benefit contributions shall be assessed against the Employer for work assigned and performed prior to such determination except where provided for by law.

5. The Employer and the Union shall comply with the resolution of the jurisdictional dispute when settled under the above procedures. In the event that either the Employer or the Union fails to comply with such determination, either party thereto shall have the immediate right to proceed to file a complaint to require complete enforcement of such determination.

6. In the event the other Union shall refuse to abide by the determination of the dispute as above provided, the Union herein, the Employer or his subcontractor may proceed to enforce the determination by any lawful means.

## ARTICLE 12 NO-STRIKE - NO LOCKOUT

(A) No Work Stoppage. Throughout the effective term of this Agreement, including, but not limited to, all periods during which any contractual dispute and/or any jurisdictional dispute is being processed or determined as provided in this Agreement, the Union agrees that neither it nor any of its officers, agents, representatives or members will engage in, authorize, encourage or threaten any strikes, pickets, work stoppages, refusal to work, sympathy strikes, walk-off or slow downs of any kind against any Employer signatory to or bound by this Agreement. The parties agree that employees will be required during the term of this Agreement, under penalty of discharge or discipline, to cross any picket line maintained on any work site. An employee may be disciplined or discharged for failure or refusal to cross a picket line and such action shall not be subject to the grievance procedure, however, the Union must have 24 hours' advance notice of such proposed action in order to advise the employee to return to work to avoid discipline or discharge.

1. It is further agreed that employees will be required to enter any work site through separate gates established by an Employer for their entrance, even though there may be pickets elsewhere in or out of the premises.

(B) No Lockout. Throughout the effective term of this Agreement, the Employer agrees that neither it nor any of its officers, agents nor representatives shall engage in, authorize or cause any lockout.

(C) Exemption Regarding Fringe Benefit Program. Exempted from the foregoing provisions of this Article are all disputes relating to an Employer who is signatory to this Agreement and that signatory Employer's timely filing of fringe benefit reports or the payments or collection of fringe benefit contributions from a signatory Employer and the furnishing of fringe benefit bonds to a signatory Employer.

## ARTICLE 13 MANAGEMENT RIGHTS

(A) All the rights, duties and prerogatives of the Employer to manage, control and direct its business, operations and activities are vested in and retained by the Employer except as expressly limited herein, including but not limited to, the assignment to and direction of employees.

(B) The Employer shall be the sole judge of the number and classifications of employees, the number of shifts and crafts working, same required to perform any work subject to this Agreement. The designation and determination of the number of Foremen is the sole responsibility of the Employer. The Employer shall have the absolute right to hire, promote, lay off or discharge, for cause, employees at its discretion and to reject any application for employment.

(C) The Union agrees to cooperate with management to attain the best productivity possible, which is consistent with fair and reasonable labor practices. The Union will support management's effort to improve production, establish efficient methods, eliminate waste, conserve tools, materials, equipment and improve the quality of workmanship. There shall be no restrictions upon the use of any materials, machinery or tools.

(D) When directed by the Employer, employees covered by this Agreement shall handle any material or product purchased by the Employer.

(E) The establishment of lines, levels, grades, bench marks, control points, reference points and all like features controlling the configuration of the building or of the project shall be the responsibility and exclusive prerogative of management and the assignment of all work in connection therewith shall be within the sole discretion of management.

(F) The Employer shall designate what work each employee shall do, without regard to seniority. Seniority shall not be a factor in the construction industry.

## **ARTICLE 14 UNION REPRESENTATIVES**

(A) The Employer shall not restrict representation of the Union from access to all job-sites where employees covered by this Agreement are employed. The Union representative shall comply with safety and security regulations to the same extent as required of any employee on the job. The Union representative shall identify himself to the Employer's representative when the Union representative arrives on the job site.

(B) There may be a Job-site Steward on each job and there shall be no discrimination against such Job-site Steward for requesting that the Employer observe the working rules and conditions of employment set forth in the Collective Bargaining Agreement. The Job-site Steward will work as a journeyman on the job. Should complications arise, he shall consult with the Business Representative. The Union shall notify the Employer or his certified representative in writing the name of each Job-site Steward. The Employer or his certified representative shall sign a receipt for such notification. The Job-site Steward is to work as a journeyman the same as any other laborer on the job.

1. The Job-site Steward is not authorized to call a strike, work stoppage or slow down on any project.

2. The Job-site Steward, at no cost to the employer, shall be qualified in a basic First-Aid course and certified in a safety course presented at the Colorado Laborers and Employers Education and Training Fund.

(C) The Job-site Steward shall not be laid off for reasons other than completion of the work or discharged except for cause. This paragraph (C) shall not apply as to Job-site Steward when five (5) or less employees remain on the job site.

(D) All new hires shall check in with the Employer Representative before starting work.

## ARTICLE 15 TEMPORARY WORK ASSIGNMENT

(A) Temporary Work Assignment. It is agreed by the Union and the Employer that employees covered by this Agreement may temporarily be required to do any work that is not covered by this Agreement. It is agreed that no employee covered by this Agreement shall be discriminated against or discharged for refusing to do work that is clearly outside the jurisdiction of the Union.

(B) Emergency on Job.

1. Should any emergency arise at a time when employees are not available at the job site, their work shall be done by any employee who the employer may select for the period of such emergency or until workmen who are covered by this Agreement are available. Insofar as possible, the employee employed during the regular workday or workweek shall be selected for said period of emergency.

2. An emergency shall constitute any unforeseen or unexpected event or occurrence, which creates an immediate, real and apparent hazard, which may affect potential property damage or potential personal injury or jeopardize the life of personnel at the site or in connection with the construction project of the Employer.

## ARTICLE 16 HOURS OF WORK AND OVERTIME RATES

(A) Hours of Work: The regular Workday shall consist of eight (8) hours with one-half (1/2) hour lunch period. The employer shall establish a regular starting time between 5:00 AM and 9:00 AM. A mid-morning break of fifteen (15) minutes will be allowed.

(B) The regular workweek will consist of five (5), eight-hour days, Monday through Friday, for a total of forty (40) hours per week. During a Holiday week, the regular workweek will consist of the remaining four (4), eight (8) hour days, for a total of thirty-two (32) hours per week.

(C) Overtime: All time worked on Saturdays, Sundays and Holidays shall be overtime hours and shall be paid at the applicable overtime rates except as otherwise provided in this Article. Overtime shall be calculated on the appropriate base hourly wage rate. All fringe benefits, as well as vacation, shall be paid at the straight time rate.

1. Overtime will be paid only for work over ten (10) hours in the shift, over forty (40) in a regular workweek, over thirty-two (32) hours in a holiday week and over thirty (30) when working 4 x 10's in a holiday week. Work on Sundays and Holidays shall be paid at the rate of double time (2x) for all hours worked. All other overtime shall be paid at the rate of time and one-half (1 ½ x).

2. When overtime work is being performed, all employees shall be equally considered in regard to the opportunity to work overtime if qualified.

(D) Hours Worked - Hours Paid. An Employee shall be paid only for the hours actually worked. Employees, other than watchmen, will not be permitted or required to work more than fifteen (15) consecutive hours, exclusive of lunch periods, during any one-day.

(E) Make-up Provision. Saturday may be used as a make-up day, at the regular hourly rates, if time has been lost during the regular workweek as a result of weather or equipment breakdown. In the event time is lost for any other reason beyond the control of the Employer, Union permission will be necessary before Saturday can be used as a make-up day. The purpose of a make-up day is to provide work for the employees and contribute to the progress of the job. It shall not be mandatory for an employee to work a make-up day. During a holiday week, Saturday will not be used as a make-up day for the holiday.

(F) Shift Work. Shifts may be established in accordance with job requirements as determined by the Employer. No shift premium or differential pay is required under this agreement. Except as provided in subsection (G) below, employees shall be paid for actual hours worked.

(G) Reporting. No reporting pay is required under this agreement, except as described herein. Employees shall be paid for actual hours worked. Employees shall report for work each workday, except when they have been notified not to do so by their Employer. Should the Employer direct an employee to remain at the job-site pending a determination whether work will begin, this employee is considered to be controlled by the Employer and the employee shall be paid, at his classification, for all time waiting. When an Employer considers it necessary to shut down a job because of an emergency situation that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked. Time spent by employees at a jobsite while an employer considers whether it is necessary to shut down a job because of an emergency situation that could endanger the life and safety of an employee, shall be treated as actual time worked.

1. New employees, with the proper work attire and fit for work, reporting for work at the request of the employer, at the time requested, must be put to work or paid two (2) hours time, except when weather conditions prevent operations. All reporting time pay required to be paid under this paragraph shall be computed on a straight time basis, regardless of the employee's reporting on a Saturday, Sunday, Holiday or regular work day, and will be paid on the employer's regular payday.



**(H) Four Day Workweek.** The Employer can substitute a weekly work schedule consisting of four (4), ten-hour days. Notwithstanding any other provisions of this agreement, and to the extent permitted by law, such schedule shall be worked at straight time only. For hours worked over ten (10) in any one workday or forty (40) hours in any workweek, paragraph (C) of this Article shall apply.

1. When working 4 x 10's, the fifth day may be considered as a regular workday if time has been lost during the current four day workweek, except when the fifth day falls on a Saturday or Holiday. The guidelines for using the fifth day as a make-up day will be as established in paragraph (E) above. It is agreed that a minimum of ten (10) hours will be worked, weather permitting, unless it is mutually agreed otherwise by Union and the Employer. The Employer will give a one (1) week notice to the Union prior to changing to a 4 x 10 workweek.

**(I) Lunch Period.** One-half (1/2) hour daily shall be the maximum time required for a lunch period. No employee shall work over five (5) hours, in the first half of the shift, without a thirty (30) minute lunch period. Employees will receive the over-time rate after the first five (5) hours of work without a thirty (30) minute lunch period or until the end of the shift. In the event of an urgent situation on the job, lunch period can be delayed up to one (1) hour beyond the five (5) hour maximum without penalty.

1. It is understood that some flexibility is necessary when employees are involved with a concrete pour. In such case, the Employer may alter or rotate its lunch period without penalty, but in no case will the employee work more than six (6) hours without a lunch period.

2. When an employee is required to work more than two (2) hours beyond the normal shift in any one (1) day, the employer will either: (a) allow the employee a paid thirty (30) minute dinner period and furnish a meal, or (b) pay an additional one (1) hour at the applicable overtime rate.

**(J) Holidays.** Holidays are unpaid unless worked. Overtime rates for work performed on holidays shall be at the rate of Double Time (2x). Recognized holidays which shall be observed under this agreement are as follows:

New Year's Day	Thanksgiving Day
Labor Day	Christmas Day
Memorial Day	Personal Day
Independence Day (July 4 <sup>th</sup> )	

1. When any named holiday falls on Sunday, the following Monday will be observed as the holiday. When any named holiday falls on Saturday, the preceding Friday will be observed as the holiday. Under no circumstances shall work be scheduled for Labor Day except in cases of emergency involving Life or Property.

2. Employers shall allow the employee, with one (1) week advance notice to the Employer, a Personal Day such as Martin Luther King Day, Mexican Independence Day, Employee's Birthday, Anniversary, etc.

(K) National Election Day (Presidential and Congressional). Each employee shall be allowed one (1) hour off, with pay, for the purpose of voting. Employee must show proof of voter registration and proof of voting during the pay period in which the election day falls in order to qualify.

## ARTICLE 17 WORKING CONDITIONS

### (A) Payment to Employees.

1. The Employer shall pay employee(s) weekly and in full for the payroll period. Payment shall be made by negotiable check and within one week following the end of the payroll period. An employee who is discharged for cause or a reduction in force shall be paid in full at the time of termination.

2. However, If the Employer's accounting unit, responsible for the drawing of payroll checks, is not regularly scheduled to be operational, then the wages due the separated employee, shall be made available to the employee no later than six (6) hours after the start of such Employer's next regular workday, except that if the accounting unit is located off the work site, the Employer shall deliver the check for wages due the separated employee no later than twenty-four (24) hours after the start of such Employer's next regular workday to one of the following locations selected by the Employer:

- (a) The work-site;
- (b) The Employer's local office; or
- (c) The employee's last known mailing address.

3. If, however, an employee is required to wait for his pay beyond the time limit set forth herein, he shall be paid two (2) hours' pay for each twenty-four (24) hour period or fraction thereof.

4. Employees quitting a job of their own volition will receive their pay in full on the next regular payday.

5. The Employer agrees that with each negotiable paycheck it shall also provide the employees with a payroll stub containing the following information:

- (a) employer's name;
- (b) employee's name;
- (c) hours worked, regular and overtime;
- (d) payroll period;
- (e) gross amount of pay; and

(f) deductions.

6. If employee is tendered a non-negotiable check, the Employer will be required to pay the employee in cash for the amount of the check plus any surcharges that may occur.

(B) Leaving Employment. No employee shall quit a job without giving sufficient notice to enable him to be replaced with another qualified man. Any employee requiring leave for sickness or other just cause shall secure such leave from the superintendent or the Foreman.

(C) Foremen. Whenever seven (7) or more Construction Craft Laborers are employed on any project, one (1) shall be designated by the Employer as a working Foreman. *The minimum wage rate for working Foreman shall be one dollar (\$1.00) above the Journeyman base wage rate in Schedule "A".*

1. Laborers (Tenders) working with / in a crew of other craftsmen such as Carpenter, Cement Masons, Bricklayers, Plasters, Etc., may be supervised by the craft foreman of the crew with whom the Laborers are tending. Tenders are not informal apprentices of the craft being tended.

2. Whenever seven (7) or more laborers are employed in a crew not part of a craft operation, as noted in item 1 above, there shall be a laborer foreman employed to direct and supervise their work. The Laborer employed in this manner may, at the direction of the employer, be a working foreman and required to perform the same type of work as the Laborers of the crew over whom he has supervision. The maximum number of Laborers in one crew to be supervised by one Foreman in this manner shall be determined by the Employer. A foreman shall be considered one who keeps time and exercises general supervision over a group of Laborers.

3. It shall be the duty of every Foreman to work in conjunction with the Jobsite Steward and management on the job. No Foreman shall use physical violence, abusive or profane language in dealing with employees.

(D) Leadman: The employer shall have a right to request a Leadman who shall be qualified to interpret both English and Spanish, and further be qualified in a basic first-aid (CPR) course and qualified in a safety course presented at the Colorado Laborers' and Employers Education and Training Fund. The Leadman shall be a working crewmember. There shall be no limit as to the number of Leadman an Employer may utilize.

1. The qualified Leadman will receive an additional seventy-five cents (\$ .75) per hour above the wage rate specified.

2. Only qualified employees dispatched as "Leadman", or requested by the Employer, may be classified as such and receive the wage.

(E) Unemployment Compensation and Worker's Compensation. The Employer shall carry unemployment insurance and worker's compensation insurance on all covered employees.

## **ARTICLE 18 SUBCONTRACTORS**

The Employer has the right to subcontract any or all of the work covered by this Agreement. Nothing in this Agreement shall limit, restrict or apply to any subcontractor of the Employer.

## **ARTICLE 19 WAGES**

(A) Minimum base wage rates and fringe benefits are set forth in Schedule "A".

(B) The wage rates and fringe benefit contributions, established by this Agreement are minimum rates. At the discretion of the Employer, an employee may be paid above the minimum base rates established herein.

## **ARTICLE 20 FRINGE BENEFITS**

(A) Heretofore, by certain Agreements and Declarations of Trust, there have been established the following Trust Funds:

1. Colorado Laborers' Health and Welfare Trust Fund;
2. Laborers' National Pension Fund;
3. Colorado Laborers' and Contractors' Joint Apprenticeship Education and Training Fund; and
4. Colorado Laborers' District Council Vacation Fund.

(B) Each of said Agreements and Declarations of Trust is incorporated herein by reference as if fully set forth herein. Each Employer signatory to this Agreement will, if requested, receive copies of the Trusts and all amendments and/or changes so ratified by the Trustees.

(C) Each of said Trust Funds is administered by a Board of Trustees composed of a number of Employer representatives and an equal number of Union representatives. Each of said Boards of Trustees has adopted certain benefit plans, rules, regulations, eligibility standards and collection procedures. The Employer and the Union hereby acknowledge that the adoption of said benefit plans, rules, regulations, eligibility standards and collection procedures are exclusively within the province of each of said Boards of Trustees, subject only to those limitations set forth in this Article.

(D) The Employer and the Union agree to be bound by and to comply with the terms and provisions of each of said Agreements and Declarations of Trust and of each of said benefit plans, rules, regulations, eligibility standards and collection procedures as are in effect at the time of execution of this Agreement and as hereafter may be amended, changed, deleted from or added to, from time-to-time, during the effective term of this Agreement.

(E) All of the aforesaid Trust Funds are administered by their respective Boards of Trustees for the use and benefit of employees covered under this Agreement. "Employees covered under this Agreement" includes all employees of the Employer who perform work in any of the classifications of employment described in this Agreement, whether or not such employees are members of the Union herein.

(F) For each straight time hour and each overtime hour worked by each employee covered under this Agreement the Employer shall pay to each of said Trust Funds contributions in the amounts set forth in Schedule "A".

(G) The Employer shall pay to each of said Trust Funds, as set forth in Schedule "A", such other payments as are required by each of said Boards of Trustees pursuant to duly adopted rules, regulations and collection procedures, including liquidated damages, interest, audit fees and expense of collection (including court costs and reasonable attorneys' fee). The provisions of this Article shall not be construed to authorize said Boards of Trustees to raise the level of Employer hourly contributions as defined in Schedule "A" attached hereto.

(H) The time, form and procedure of reporting and paying fringe benefit contributions and payments shall be as required by each of said Boards of Trustees pursuant to duly adopted rules, regulations and/or collection procedures; provided, however, that the fringe benefit contribution date shall not be sooner than the 10th day of each calendar month for all contributions which have accrued for each full weekly payroll period during the immediately preceding calendar month. Written notice of any change which hereafter may be adopted in the collection procedures shall be mailed to the Employer and to the Union not less than thirty (30) days prior to the effective date thereof.

(I) Auditing. The Employer agrees that upon reasonable request therefor and during regular working hours, each of said Boards of Trustees by an independent certified public accountant firm shall be entitled to audit the books and records of the Employer as may be necessary to determine that all fringe benefit contributions have been and are being properly reported and paid to each of the Trust Funds in accordance with its adopted collection procedures. The Employer shall permit examination of all state and federal employment tax reports, payroll ledgers, time cards and other records which may be necessary to determine the number of hours worked by the Employer's employees covered under this Agreement. If the audit discloses no delinquencies in reporting and payment of fringe benefit contributions, the cost of such audit shall be borne by the Trust Funds; otherwise all or a part of the audit cost may be assessed against the Employer.

**(J)** The Employer and the Union hereby agree that there shall be exempted and excluded from the provisions of Article 11, Disputes, of this Agreement, the following: All disputes related to the timely filing of fringe benefit reports, the payment or collection of fringe benefit contributions and/or other payments, the interpretation and application of the terms and provisions of all above described fringe benefit Agreements and Declarations of Trust, and all fringe benefit plans, rules, regulations, eligibility standards and collection procedures as now are in force and effect and as hereafter may be duly adopted by said respective Trust Funds.

**(K)** If any of said Boards of Trustees, acting directly or acting through its authorized representatives, makes a determination that the Employer is delinquent in timely furnishing reports in proper form, to include the furnishing of a proper bond, or in timely making payments of contributions or in failing to comply fully with any of the provisions of the applicable Agreement and Declaration of Trust or with any rules, regulations and collection procedures of such Trust Fund, then, in addition to the foregoing provisions of the Article, the Union thereafter may refuse to furnish any employees to such delinquent Employer and/or may direct employees covered under this Agreement and who are employed by such delinquent Employer to cease working and/or may impose economic or other legal sanctions against such delinquent Employer, and any such action by the Union shall not be in violation of the no-strike or no-work-stoppage provision set forth in Article 12, paragraph (C) of this Agreement; provided, however, any employees so withdrawn or refusing at the Union's direction to perform any work as herein provided shall not be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

**(L)** Regarding Colorado Laborers' Health and Welfare Trust Fund only, the following subparagraphs are agreed upon by the Employer and the Union:

1. During the life of the within Agreement there shall be no HMO coverage afforded to employees covered under this Agreement. For purposes of this paragraph (L), "HMO" coverage shall mean health care provided through one (1) or more qualified health maintenance organizations meeting the requirements of the Health Maintenance Organization Act of 1973, any amendments thereto and regulations promulgated thereunder.

2. Notwithstanding the provisions of subparagraph 1 immediately preceding, upon mutual agreement of the Employer and Union at any time, subparagraph 1 of this paragraph (L) may be reopened for the purpose of working out a clause or provision to provide HMO coverage. No such clause or provision shall result in any Employer paying more than the sum per hour designated in paragraph (F) of this Article for all health and welfare coverage afforded to employees covered in this Agreement whether payments be made to the above Health Benefit Trust Fund and/or to a health maintenance organization through the above Health Benefit Fund.

**(M)** Vacation Fund.

1. Heretofore, on May 3, 1978, there was established by Agreement and Declaration of Trust, a Vacation Fund known as Colorado Laborers' District Council Vacation Fund. The purpose of said Fund is to provide vacation benefits for Laborers as therein provided and who are or may become employed in any of the classifications of work covered by this Agreement. The Vacation Fund, pursuant to the terms of said Agreement and Declaration of Trust, is administered by a Board of Trustees composed of an equal number of Contractor representatives and Union representatives. By said Agreement and Declaration of Trust, the Board of Trustees is authorized to adopt applicable rules, and regulations and eligibility standards for the purpose of providing and maintaining said Vacation program. The Agreement and Declaration of Trust further reserves the right of the Board of Trustees at any time to further amend the aforesaid rules, regulations and eligibility standards.

2. In order that the Employer's employees covered by this Agreement may participate in the benefits of said Trust, each Employer signatory to this Agreement performing work covered by this Agreement shall pay into such Trust Fund the sum per hour hereinafter designated in Schedule "A" of this Agreement on a straight time basis for each straight time hour worked and for each overtime hour worked by each employee covered by this Agreement.

3. Throughout the effective term of this Agreement, each Employer signatory to this Agreement agrees to be bound by and to fully comply with all terms and provisions of the aforesaid Trust Agreement and the aforesaid rules and regulations and eligibility standards adopted by said Board of Trustees, together with any and all amendments, changes or additions thereto which at any time may be adopted.

## **ARTICLE 21 WORK RECOVERY PROGRAM**

(A) The Employer shall designate a representative to administer this Article. The parties understand that the Union official representative for the administration of this Article, in his sole discretion, is the Business Manager of the District Council unless the Employer has received such Business Manager's written designation of some other Union official, which individual, in his sole discretion, has authority to administer this Article.

(B) The Employer may, upon request to the business manager of the Laborers' District Council, receive mutually agreed adjustment in the economic terms of this Agreement, on a single construction project, if warranted, for the purpose of preserving and enhancing employment opportunities for bargaining unit personnel. In other words, such relief is warranted in order to secure such project when preservation and enhancement of employment opportunities for bargaining unit personnel can be demonstrated.

(C) ADDITIONAL RELIEF. The Employer and the Union agree to the following restrictions and limitations regarding requests for and the granting of "additional relief" under this Article:

1. Any request for additional relief for a bid project must be submitted in writing to the Union at least seven (7) calendar days prior to the bid date;
2. If additional relief is granted to any Employer signatory to the Building Construction Agreement for any project, then the Union will notify the Employers within twenty-four (24) hours after such relief is granted and all Employers will be granted the identical additional relief for such projects. The Union will only notify Employers signatory to this Agreement that additional relief has been granted.
3. This provision shall not be utilized by the Employer for the purpose of renegotiating this Agreement generally, shall not be abused by the Employer and shall only be requested by the Employer when the circumstances warrant. The Union is obligated to abide by the spirit and letter of this provision.
4. This Article shall not be utilized by this or any other Employer in the administration of Article 25, Equal Treatment.

## **ARTICLE 22 FRINGE BENEFIT BOND**

**(A)** Each Employer signatory to or bound by this Agreement shall furnish a Laborers Fringe Benefit Payment Bond in such form as may be approved by the currently designated Administrator of the Laborers Fringe Benefit Trust Funds or a letter of credit or such other and similar security (hereinafter referred to as "other suitable security") in the face amounts as follows:

Number of Employees	Face Amounts
1 to 5 employees	\$5,000.00
6 to 10 employees	\$10,000.00
11 to 25 employees	\$25,000.00
26 to 100 employees	\$50,000.00
Over 100 employees	\$100,000.00

(1) If and when the Employer employs more employees than present bond coverage for a period in excess of ten (10) days, the Employer will then furnish the additional amount of bond required.

**(B)** Said Bonds (or other suitable security) shall be in favor of the American Benefit Corporation, Inc. or the designated Administrator (or whomsoever the Board of Trustees shall designate) of all the aforesaid Fringe Benefit Trust Funds as referred to in this Agreement, namely, Contractors and Laborers Education and Training Trust Fund, the Health and Welfare Fund, the Pension Fund and the Vacation Fund. If, during the effective term of this Agreement, American Benefit Corporation, Inc. should be replaced by any other Administrator or Administrators designated by any one or more of the aforesaid Trust Funds, any Bond (or other suitable security) thereafter issued shall be



issued in favor of the currently designated Administrator or Administrators of said Trust Funds.

(C) Should an Employer be unable to comply with the bonding requirements set forth in this Article prior to the commencement of work covered by this Agreement, then such Employer shall make a cash deposit with the Administrator of the Trust Funds set forth herein in the amount equal to the fringe benefit contributions which would become due under the Agreement for eighty (80) hours of covered employment performed by each of the Employer's employees, but in no event shall the initial deposit be less than \$500.00.

1. Commencing with the first Friday following the initial cash deposit by the Employer, the Employer shall make an additional cash deposit with the Administrator during the business hours (8:00 a.m. to 5:00 p.m.) each Friday thereafter. Each such additional deposit shall be equal to the amount of fringe benefit contributions which would become due for the following week if each person performing covered employment for the Employer during the week then ending were to perform 40 hours of covered employment in the ensuing week.

2. All deposits made hereunder shall be held by the Administrator for the benefit of the Trust Funds named in this Agreement, to the extent of the Employer's obligation to said Trust Funds for contributions and other payments required under the Agreement, and shall be automatically applied by said Administrator to said obligation; provided that all amounts over and above the sums due to the said Trust Funds under the Agreement shall be returned to the Employer. The return of such monies to the Employer will be made only at such time as the Trustees of said Trust Funds have assured themselves, by audit or such other method as they, in their sole discretion determine to be prudent, of the accuracy of the amounts reported and paid by the Employer.

(D) If an Employer is not in compliance with the fringe benefit bond requirements of this Article, then the aforementioned Trust Funds, notwithstanding any other clause contained herein, and notwithstanding any language contained in any Agreement and Declaration of Trust, may refuse to consider any hours reported by such delinquent Employer on behalf of his employees for purposes of determining the eligibility of such employees for benefits or participation in any program provided by any of such Trust Funds unless and until the Employer is in compliance with all fringe benefit bond requirements contained in this Article. If an Employer does not furnish the required bond or other suitable security or provide the alternative cash deposit pursuant to subparagraph (C) of this Article within thirty (30) days after the date of execution of the Agreement, the Union will not refer any employees to the Employer and the Trustees shall take reasonable action to identify and notify the affected employees of the Employer's delinquency and/or failure to provide the required bond or other suitable security or alternative cash deposit.

## **ARTICLE 23 ADMINISTRATIVE DUES CHECK-OFF**

(A) The Employer shall, for the duration of this Collective Bargaining Agreement, deduct weekly from the wages of each employee covered by this Agreement for all work performed within the jurisdictional area, Union membership dues (hereinafter called "Administrative Dues"), in the amount per hour for each man hour as provided in Schedule "A". The term "man hour" shall be defined as all hours worked.

(B) As to each employee covered by this Article, on or before the twentieth (20th) day of each month, the Employer shall pay over to the Fund Administrator the aggregate of such deductions for each full payroll period ending during the preceding calendar month.

(C) The Union hereby represents and warrants to the Employer that at all times during the effective term of this Agreement, the Union shall obtain and provide to the Employer, from each employee covered by this Article, voluntary written authorization which directs the Employer to deduct from the wages of each such employee the aforesaid Administrative Dues payments.

(D) The Union hereby represents and warrants to the Employer that its Administrative Dues are and during the effective period of this Agreement will continue to be "membership dues" within the meaning of Section 302(c)(4) of the National Labor Relations Act.

## **ARTICLE 24 GOVERNMENT WORK**

It is agreed that on all Davis-Bacon projects or other government work involving a predetermined wage, the Employer will be in full compliance with the Collective Bargaining Agreement if such Employer pays an amount equal to the total package of wages and fringe benefits set forth in the predetermined wage determination. Both parties agree that in order to comply with such predetermined wage determination, the wages specified in this Agreement shall be adjusted on such projects so as to maintain the Health and Welfare contributions as set forth in Schedule "A" of this Agreement. The Employer will notify the Union of all such work.

## **ARTICLE 25 HEAVY AND HIGHWAY ENGINEERING AGREEMENT**

The Employer and the Union hereby agree that if the Employer desires to engage in highway construction work and/or heavy engineering construction work within the State of Colorado, upon written notice to the Union, the Employer shall be entitled immediately to execute with the Colorado Laborers District Council, affiliated with the Laborers International Union of North America, AFL-CIO, the current labor agreement relating to such work.

## **ARTICLE 26 EQUAL TREATMENT**

(A) In the event the Union enters into or renews or amends any Agreement, oral or written, with any Employer(s) or affecting any Employer(s), who are Employers in the geographical area covered by this Agreement, and doing work as described in this Agreement, which Agreement contains, allows or permits any terms and conditions that are different in any manner from those terms and conditions expressed herein, then, in that event, the Employers signatory to this Agreement shall have the option of adopting any or all of said different terms and conditions by written notification of such to the Union. From the date of said notification, this Agreement shall be deemed amended accordingly. The Union further agrees that if it should enter into, amend or renew any agreement referred to in this Article it will notify, within ten (10) working days, the Employer. This Article is to be applied fully to all Agreements, regardless of name, to include Project Agreements, Memorandums of Understanding, etc., except those Project Agreements in force as of the effective date of this Agreement.

(B) It is understood that the Union may negotiate agreements with specialty subcontractors containing terms and conditions which are different from those terms and conditions set forth in this Agreement. To the extent any Employer signatory to this Agreement performs any of the types of work specifically covered by the different agreements with the specialty subcontractor, then said Employer may exercise its option to adopt said different terms and conditions, however, said different terms and conditions will only be applicable to the type of work covered by the specialty subcontractor's agreement.

(C) This Article shall not apply to any project agreement where: (1) the Union notifies the Employer that a project agreement has been reached; and (2) the project agreement is made available, prior to bid or award for use on the project, and to only signatory contractors.

(D) It is understood that the Union may negotiate different base rates of pay and/or fringe benefit contributions for certain counties, known as depressed areas, outside the area commonly known as the Denver metropolitan area. If more favorable base rates of pay and/or fringe benefit contributions are negotiated for certain counties then, in that event, in those certain counties, and only in those counties, this Agreement will be deemed to be modified to include the different base rate of pay and/or fringe benefits.

## **ARTICLE 27 SAVINGS CLAUSE**

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such

parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## **ARTICLE 28 ENTIRE AGREEMENT**

(A) The Union and the Employer agree that this Agreement contains all of the agreements and understandings between the Employer and the Union and is intended to cover all matters affecting wages, hours and other terms and all conditions of employment. Further, the Union and the Employer agree that during the term of this Agreement neither the Employer nor the Union will be required to negotiate on any further matters affecting them or any other subjects not specifically set forth in this Agreement.

(B) It is further agreed, however, that in the event any unforeseen new matter not covered by this Agreement should arise and is of concern to either party hereto in maintaining harmonious labor relations, upon notice thereof by either party unto the other, the parties agree that they shall meet promptly to discuss such new matter to the end that such new matter may be amicably resolved, if possible.

## **ARTICLE 29 EFFECTIVE DATE**

This Agreement shall become effective on the 1st day of May, 2001 and shall continue in force and effect thereafter until midnight, April 30, 2004 and yearly thereafter unless either party serves notice in writing upon the other hereto of intent to terminate this Agreement. Such notice shall be given not less than sixty (60) days nor more than ninety (90) days prior to midnight, April 30, 2004 or of May 1 of any year thereafter, and upon such notice having been given by either party hereto unto the other, negotiations shall commence within fifteen (15) days from the date of receipt of such notice.

IN WITNESS WHEREOF, the parties recognize the Colorado Laborers' District Council, as representing the employed Laborers', under Section 9A of the Law, for the life of this Agreement, and hereto have set their hands and seals by their respective officers or duly authorized representatives to the Statewide Laborers' Building Construction Agreement for 2001-2004 on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Receipt of a copy hereto is acknowledged by the Employer signatory below.

COLORADO LABORERS' DISTRICT  
COUNCIL and its affiliated  
Local Unions #720 and #578,  
affiliated with the Laborers'  
International Union of North  
America, AFL-CIO-CLC

/s/ *Felix Trujillo, Jr.*  
Felix Trujillo, Jr., Business Manager  
Colorado Laborers' District Council

/s/ *Felix Trujillo, Jr.*  
Felix Trujillo, Jr., Business Manager  
Laborers' Local Union No. 720

/s/ *Gilbert Ortiz*  
Gilbert Ortiz, Business Manager  
Laborers' Local Union No. 578

Date: \_\_\_\_\_

/s/ \_\_\_\_\_  
UNION REPRESENTATIVE

Date: \_\_\_\_\_

Phone # (720) 904-1443

Fax # (303) 825-2870

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone No.

/s/ \_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax No.

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**COLORADO STATEWIDE INDEPENDENT BUILDING AGREEMENT**  
**2001-2004 WAGE RATES APPLICABLE TO LOCAL 720 AND LOCAL 578**

**NOTE:** This Agreement shall be effective as of the first full pay period after May 1, 2001, and subsequent increases effective the first full pay period after date of increase.

	5/1/2001	5/1/2002	5/1/2003
<b>Journeyman</b>	\$12.95	\$13.50	\$14.20

**FRINGE BENEFITS:**

	5/1/2001	5/1/2002	5/1/2003
Health & Welfare	\$2.25	\$2.50	\$2.75
Pension	\$ .75	\$ .85	\$ .90
Vacation	\$ .60	\$ .60	\$ .60
E & Training/Apprenticeship	\$ .26	\$ .28	\$ .30
CLMCC	\$ .02	\$ .03	\$ .03
Training Incentive*	\$ .50	\$ .50	\$ .50

Foreman: \$1.00 per hour above the Journeyman Laborer base hourly wage rate.

Leadman: \$ .75 per hour above the Journeyman Laborer base hourly wage rate

*Administrative Dues Deduction:* \$ .29 per hour to be deducted from employee's wages pursuant to a voluntary dues deduction authorization.

(\*) In addition to the minimum new employee training described below, Journeymen may qualify for extra Training Incentive Pay each year upon completion of an additional twelve (12) hours of approved training. Said twelve (12) hours of training must be taken each year in order to maintain the Incentive Pay. The Union will be responsible for providing this training for each employee, and for providing notice to the appropriate Employer. The Union will track training hours for employees, and issue training cards as appropriate.

This training shall be in the areas of safety, concrete technology, power tools/equipment, scaffold building, excavating and trenching/safety, OSHA respiratory education, English / Construction & Safety.

Employers who provide in-house training, shall notify the Union upon completion of the in-house training classes. The Employer shall report the type of training and the hours credited toward the employee's annual upgrade training incentive.

Each new employee referred by the Union will be required to have completed sixteen (16) hours of training in safety Awareness, MSDS and tool Recognition prior to the start of Employment. The Union will issue cards to indicate compliance. This training is a requirement of employment and time spent in training will not be paid by any employer.

**Addendum 'A'**  
**SPECIAL CONDITIONS**

**Construction Specialist (Hazardous & Toxic Waste and Asbestos Removal Specialist)**

The wages of the Construction Specialist (Hazardous & Toxic Waste And Asbestos Removal Specialist - HTW&ARS) shall apply and be paid for the entire shift when owner or Employer requires employees, working under this agreement, to work in company-issued clothing or anti-radiation clothing / anti C-S clothing and or respirators, in full body suits and/or supplied air situations while performing remediation work under TSCA, HSWA, RCRA, ERCLA and subsequent Superfund amendments, employees shall receive extra pay as defined herein. It is also applicable to the cutting and machining operations of, but not limited to radioactively contaminated and chemically treated products. To those employees whose jobs require any of the following: (a) Protective clothing over the entire surface body. {Excluding "Clean Room" Employees}, (b) Any source of breathing air, such as but not limited to a self contained generator or tank for oxygen or air, or any respiratory device developed for use in lieu of such generator or tank, and (c) Company issued protective clothing and/or Full Face respirator. Premium pay is intended for work in facilities that manufacture, store and/or use hazardous materials, such as, but not limited to, radioactive substances, nerve gas and/or defoliants. Premium pay is not intended for the construction of clean rooms or other facilities to be utilized for the future destruction or storage of chemicals and/or materials covered by the above referenced federal statues.

The specific work covered shall include all work as noted above and to include all work in connection with the removal or encapsulation of asbestos material and work involving the removal, handling or dealing with toxic or hazardous waste. The HTW&ARS (construction specialist) shall perform any work as required by the employer. A HTW&ARS (construction specialist) involved in the work set forth above shall be entitled to the wage as established and shall be paid as follows:

	<b>5/1/2001</b>	<b>5/1/2002</b>	<b>5/1/2003</b>
Construction Specialist / HTW and ARS	\$ 18.53	\$ 19.93	\$ 21.43
Concrete Specialist (1) Including finishing; grouting; Patching and curing	\$ 19.91	\$ 20.50	\$ 21.10
Concrete Specialist (2) Applying of concrete Processing materials	\$ 17.10	\$ 17.69	\$ 18.29

**Laborer Foreman:** A Labor Foreman, when used shall be an employee in good standing with the union and shall receive one dollar (\$1.00) per hour more than the highest paid employee under his supervision.

Note twenty-nine cents (\$.29) per hour for each hour work is included in the hourly wage and taxed for service dues. See Schedule "A" for fringe Benefits, Vacation Rates and Training Rates.