

K#: 9170



AGREEMENT

Entered into Between

And

THE SOUTHWEST LABORERS DISTRICT COUNCIL

FOR AND ON BEHALF OF

CONSTRUCTION AND GENERAL LABORERS UNION LOCAL #154

Chartered by

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Effective Date: May 1, 2009

Expiration Date: April 30, 2010

INDEX

Management Rights	Article 1
Scope and Work Jurisdiction	Article 2
Pre-Job Conference	Article 3
Hiring of Employees	Article 4
Union Security	Article 5
Representation	Article 6
Wage	Article 7
Benefits	Article 8
Checkoff	Article 9
Pay Day	Article 10
Pay Work Schedule	Article 11
Overtime	Article 12
Report Time	Article 13
Holidays	Article 14
Shift Work and Conditions	Article 15
Safety and Sanitation	Article 16
Strike or Lockout	Article 17
Grievance Procedure	Article 18
Non-Discrimination	Article 19
Extraordinary Conditions	Article 20
Contractors and Subcontractors	Article 21
Drug Testing	Article 22
Savings Clause	Article 23
Term and Termination	Article 24

AGREEMENT BETWEEN
CONSTRUCTION AND GENERAL LABORERS UNION LOCAL #154

AND

WHEREAS, Laborers Union Local #154, hereinafter referred to as "Union" and _____, hereinafter referred to as "Employer", have entered into a written agreement covering wages and conditions of employment and,

It is mutually understood that the following terms and conditions have been agreed to and that the following provision will be binding upon the Employer and the Union during the term of this agreement. This agreement may be modified by mutual written consent of the parties' signatory hereto. It is understood this agreement covers all counties falling under the jurisdiction of the Laborers Union Local #154.

This Agreement shall supersede any Local Union agreement applicable to an area where the Employer shall be engaged in construction, environmental remediation operations and highway and heavy construction.

Whenever in this Agreement the masculine gender is used, it shall be understood to include persons of both sexes.

ARTICLE 1
MANAGEMENT RIGHTS

The Union understands that the Employer is responsible to perform work required by the Owner; therefore, the Employer has the complete authority and right to:

- 1.1 Plan, direct and control the operation of all his work.
- 1.2 Decide the number of Laborers required.
- 1.3 The Employer may hire Laborers by name if, desired, provided that the Laborer has worked for the Employer in the past year.
- 1.4 Hire and lay off employees, as he feels appropriate to meet work requirements.
- 1.5 Determine work method and practices.
- 1.6 Determine the need for working Laborer foremen and the number of foremen.
- 1.7 Require all employees to observe the Owners rules and regulation consistent with this Agreement.
- 1.8 Require all employees and employers to observe approved safety conditions and must conform to state and federal regulations.
- 1.9 Discharge, suspend, or discipline employees for just cause.
- 1.10 It is also understood by the Employer and agreed to by the Union that the employees of this Employer will perform the work requested by the Employer.

The exercise of the above rights and authorities are to be in conformance with all Articles within this Agreement.

ARTICLE 2
SCOPE AND WORK JURISDICTION

- 2.1 This Agreement covers the rate of pay and working conditions of all the employees of the Employer whom the Union may lawfully represent engaged in any work which is the recognized jurisdiction of the Laborers International Union of North America and its affiliates and/or work assigned by the Employer.
- 2.2 Nothing in the Agreement shall be construed that this is the only work jurisdiction the Laborers claim to be their jurisdiction. Due to the substantial scope of the Laborers' work jurisdiction, it is impossible to cover every aspect of the Laborers' work jurisdiction in this Agreement, including when new developments and techniques are introduced that could add other phases to the work jurisdiction. It is also understood that the Employer shall have the right to assign work where there could be an overlapping or duplication in any existing collective bargaining agreement.
- 2.3 The Employer shall, upon written request, make the assignment in writing on the Employer's official letterhead, in the event there is neither a clear decision of record from an Impartial Jurisdictional Disputes Board or if more than one craft claims the work assignment.

ARTICLE 3
PRE-JOB CONFERENCE

- 3.1 It is agreed and understood by the Union and the Employer when a contract is awarded to the Employer, regardless of the cost of the project, the Employer shall notify the Local Union Representative and hold a pre-job conference prior to starting work. This may be accomplished by means of telecommunication.

ARTICLE 4
HIRING OF EMPLOYEES

- 4.1 The Local Union in whose jurisdiction the work is being performed has the right to refer the first employee to a particular job, which may be the Steward.
- 4.2 The parties to this Agreement will establish and operate a system of referral based on the acquired training and skills of the Laborer. Training provided and certified by the South Central Laborers Training & Apprenticeship Fund ("Training Fund") shall be presumptively valid as acquired training for the purposes of this Article.
- 4.3 The ordering of referral on any list shall be done in accordance with the non-discriminatory hiring hall rules adopted by the Local Union and/or International Union. Non-discriminatory "call backs" by employers based on skills shall be permitted as otherwise provided herein. Laborers shall be dispatched at a minimum ratio of three (3) A and B List employees to one (1) C List employee. The ratio may be changed by mutual consent of both parties at the pre-job conference.
- 4.4 Should the Union's Apprenticeship Standards be approved by the State of Texas the Acquired Training Standards shall automatically be replaced by the Laborers Apprenticeship program at a three (3) Journeyman to one (1) Apprentice , ratio.

- 4.5 Nothing herein shall affect the level or amount of fringe benefits payable on behalf of any employee covered by this Agreement.

ARTICLE 5 UNION SECURITY

- 5.1 The Union claims, and the Employer acknowledges and agrees, that a majority of its employees have authorized the Union to represent them in collective bargaining. The Employer hereby recognizes the Union as the Exclusive bargaining representative under section 9(a) of the National Labor Relations Act of all full-time and regular part-time Laborers on all present and future job sites within the jurisdiction of the Union.
- 5.2 The Union is recognized by Employer as its sole and exclusive source for employment referrals for Laborers.
- 5.3 The above shall not restrict the Employer from hiring qualified personnel from other sources provided the Union is unable to fulfill manpower requirements within forty-eight (48) hours.
- 5.4 All employees covered by this Agreement, as a condition of continued employment, shall commencing on the eighth day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, and for the duration of their employment on this project, maintain membership in the Union. This provision shall not apply where and if such a requirement for continued employment is prohibited by state law; provided, however.

ARTICLE 6 REPRESENTATION

- 6.1 The Union Business Representative shall have the right to visit any job to enforce the provisions of this Agreement provided, however, that he makes his presence known to the General Superintendent or to his delegated representative, if available. The Union Business Representative will use every precaution to avoid delays in the progress of the job.
- 6.2 The Business Manager of Laborers Union Local #154 shall appoint a Steward on all projects. Said Steward is to be recognized by the Employer and shall have the right to act for the Union on any grievance without discrimination. The Steward shall be retained on any given project as long or when any member of the bargaining unit is employed, providing the Steward is qualified to do the work in question.
- 6.3 In case the Steward cannot settle any dispute or grievance, the Business Manager of Laborers Union Local #154 or his designee shall be notified to take up the grievance with the Employer. For the purposes of this Agreement, it is understood that the duties of the Steward are limited to:
- (a) To assure that the provisions of this Agreement be complied with by both the Employer and the Union.
 - (b) The Stewards duties shall be done within a reasonable amount of time.
 - (c) The Steward does not have the right to call a work stoppage or strike under any circumstances.
 - (d) Local Union will not be responsible for walk-offs or wildcat strikes. The Local Union shall make a good faith effort to prevent and terminate such walk-off or wildcat strike.
 - (e) The Steward shall be a working steward.

ARTICLE 7
WAGES

- 7.1 All wages and fringe benefit rates covered by this Agreement shall be attached hereto and become a part hereof referred to as Addendum A for Construction, Addendum B for Environmental Remediation and Addendum C for Highway and Heavy Construction.

ARTICLE 8
BENEFITS

- 8.1 It is agreed and understood between the Employer and the Union that the Employer shall pay into the Health & Welfare Fund, Pension Fund, Training & Apprenticeship Fund and LECET Fund in the amounts set forth in the attached applicable Addendum(s).
- 8.2 All fringe benefits are to be remitted on such forms as are provided by the Laborers Union Local #154 and/or the participating Trust Funds.
- 8.3 Remittances are to be made not later than the fifteenth (15th) of the month following the month covered by the report.
- 8.4 The Employer hereby subscribes to the Agreement and Declaration of Trusts establishing the Laborers National Pension Fund, the appropriate Health & Welfare Fund, the South Central Laborers Training & Apprenticeship Fund and the Mid West Region Laborers-Employers Cooperation and Education Trust, copies of which will be provided to the Employer upon request. The Employer agrees to be bound by their provisions and to the amendments made thereto and hereby accepts as its representation the Board of Trustees as named in said Agreement as Employer Trustees, together with their successors selected in the manner prescribed by said agreements, as full and as completely as if the Employer had signed the original Trust Agreements.
- 8.5 Upon sixty (60) days written notice to the Employer, the Union can elect to defer monies from wages to the fringe benefit funds.

ARTICLE 9
CHECKOFF

- 9.1 Each Employer agrees to deduct from the wages of each employee working under this Agreement, notwithstanding Union membership, all deductions authorized by the employees, pursuant to a voluntary, written authorization provided to the Employer, which is signed by the employee and is a form consistent with applicable law.
- 9.2 The Employer shall make the checkoff payments in the same manner, on the same form and in the same period as provided for payments of benefits in Article 8.

ARTICLE 10
PAYDAY

- 10.1 Payday shall be weekly covering the workweek of Monday through Sunday. Not more than one week's pay shall be held back by the Employer.

- 10.2 The Employer shall furnish the employee at the time he is paid with a statement or a detachable stub showing the hours worked, both straight and overtime, the straight time rate of pay, the gross wages, the amount of and purpose of each deduction and the net wages. Deductions, which may be combined under Federal regulation, may be shown as one deduction.
- 10.3 Employees shall be paid in United States currency and if the Employer's checks are written from an out of town bank, the Employer will make arrangements to cash payroll checks at a local bank at no cost to the employees.
- 10.4 Employees shall be paid during the regular working hours on the payday as established by the Employer. When there is an employee lay-off, the Employer shall be required to make immediate payment to the discharged employee for the employee's services up to the time of such discharge. An employee is not considered discharged until he/she is paid in full. Also upon discharge, the Employer shall furnish the employee with a discharge slip. When an employee voluntarily terminates his/her employment, the Employer shall be required to make payment for the employee's services at the time of termination or on the next regular payday.

ARTICLE 11 WORK SCHEDULE

- 11.1 The standard workday shall be an established eight (8) hour period between 6:00 a.m. and 6:00 p.m., exclusive of a thirty, (30) minute lunch period. Forty, (40) hours per week, Monday through Friday, shall constitute a week's work. Saturday, at the option of the Employer and the Employee, may be worked as a makeup day at the straight time rate not to exceed eight (8) hours per day or forty, (40) hours per week, except when the employee did not work due to a recognized holiday.
- 11.2 At the option of the Employer, the standard workday may be established as a consecutive ten (10) hour period between the hours of 6:00 a.m. and 6:00 p.m. exclusive of a thirty, (30) minute lunch period. Forty, (40) hours per week shall constitute a week's work, Monday through Thursday inclusive. In the event time is lost due to weather conditions, then Friday can, at the option of the Employer and Employee, be worked as a makeup day at the straight time rate not to exceed the ten (10) hours per day or forty, (40) hours per week.
- 11.3 Under either option, when job conditions for part of or all of the week indicates the need for a change in the established starting time, the Employer may make such changes as necessary as long as all affected employees and the Union are given at least seven days notice prior to such change. Also, if job conditions indicate the need for shifting and/or staggering the lunch period, the Employer may make such changes as long as the employees and the Union are given reasonable notice.
- 11.4 Employees shall not work on a Saturday at straight time to make up for the lost time during a workweek due to the observance of a recognized holiday.
- 11.5 Employees who do not receive their 30-minute lunch period during the stipulated lunch period shall be allowed a reasonable time to eat their lunch and receive an additional ½ hour pay at time and one half (1 ½) their regular rate of pay.
- 11.6 When Laborers work in excess of eight (8) hours per day, he/she shall receive a 15 minute paid break.

ARTICLE 12
OVERTIME

- 12.1 All work after ten (10) hours a day or forty, (40) hours in any week is considered overtime and shall be paid at one and one-half (1½) times the straight time rate established in the applicable Addendum(s). If any other craft working on the project receives overtime pay after eight, (8) hours worked then the same shall apply to the Laborers.
- 12.2 All work on Sundays and Holidays shall be paid at double the straight time rate established in the applicable Addendum(s) except in certain facilities where existing special conditions are already in effect with other crafts on the project.

ARTICLE 13
REPORTING TIME

- 13.1 If the services of any employee are not required during the regular workweek, he shall be notified the day before his leaving the jobsite. The Foreman, or whoever is in charge, is responsible for notifying each employee.
- 13.2 Should an employee be required by the Employer to report for work and not be given work, or should an employee report to work after being hired, and not be given work, he shall receive two (2) hours pay and per diem if applicable.
- 13.3 An employee reporting for work at the regular starting time, and for whom no work is available due to weather conditions will receive two (2) hours straight time wages as reporting time pay plus per diem if applicable. To be eligible to receive reporting time pay, the employee must check in at the job or shop at the regular starting time and remain there for the time specified. In order to qualify for the pay provided for in this section, the employee must remain on the job available for work during the period of time for which he received pay unless released sooner by the employee's foreman or supervisor. After starting work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job, but in no event less than two hours. The Employer shall have the sole responsibility to determine availability of work due to weather conditions.

ARTICLE 14
HOLIDAY

- 14.1 The following eight (8) days shall constitute the legal holidays within the terms of this Agreement:
 1. New Years Day
 2. Memorial Day
 3. Independence Day
 4. Labor Day
 5. Thanksgiving Day
 6. The day after Thanksgiving Day
 7. Christmas Eve
 8. Christmas Day

- 14.2 If a holiday falls on Saturday, Friday will be observed, and if a holiday falls on Sunday, Monday will be observed. The holidays listed may be changed or added to by mutual agreement of the Union and the Employer to coincide with those holidays recognized by the owner.

ARTICLE 15 SHIFT WORK AND CONDITIONS

- 15.1 When so elected by the Employer, multiple shifts of at least three (3) consecutive days duration may be worked. When two (2) or three (3) shifts are worked the first day shift shall be established as an eight (8) hour basis, the second shift shall be on a seven and one-half (7 ½) hour basis with 8 hours pay, and the third shift on a seven (7) hour basis with 8 hours pay except in certain plants where existing shifts are already established in conjunction with the other crafts.
- 15.2 The determination of the start of multiple shifts is the decision of the Employer.
- 15.3 Should shift schedules be necessary, the Union and the Employer may by mutual consent establish such procedures as necessary.
- 15.4 Employees covered by this Agreement working on the second shift shall receive 5% per hour above the established wage rate of their classification.
- 15.5 Employees covered by this Agreement working on the third shift shall receive 5% per hour above the established wage rate of their classification.
- 15.6 Shift differentials will be included in the calculation of overtime as per Article 12 of this Agreement.
- 15.7 It is further agreed that if the Laborers are required to tend any craft that is receiving premium pay, during the course of scheduled shift work, that the same shall apply to the Laborers.

ARTICLE 16 SAFETY AND SANITATION

- 16.1 All work of the Employers shall be performed in accordance with all State and Federal regulations. Employees shall cooperate with the Employer to provide and maintain every possible means of safety.
- 16.2 The Employer must at all time provide workman's compensation insurance.
- 16.3 It is expressly understood that no employee shall be required to work under conditions that may be detrimental to his health or safety.
- 16.4 If an employee is required to work in the rain, he will be furnished appropriate equipment.
- 16.5 If safety hats, rubber boots, gloves, safety goggles or rain equipment are issued to the employees by the Employer, the cost of same may deducted from final paycheck of the employee if it is not returned to the employer in proper condition except for normal wear and tear. The proper type of personal protective equipment necessary by applicable standards will be furnished by the Employer whenever the work being performed necessitates the use of personal protective equipment to prevent injuries and/or exposures. Necessity will be determined by the applicable OSHA, federal or state regulations, whichever is more stringent.

- 16.6 The Employer shall furnish suitable drinking water and vessels with sanitary drinking cups. Ice water will be furnished when necessary. Containers shall be cleansed and washed so as to maintain sanitary conditions.
- 16.7 Proper sanitation facilities shall be available within a reasonable distance to the work area and shall be kept clean and sanitary. Where applicable, gender specific locking facilities will be available.
- 16.8 Workers shall be provided a dry place to store their lunch boxes and shelter in case of rain.

ARTICLE 17 STRIKE OR LOCKOUT

- 17.1 There will be no strike, lockout, work stoppage or slowdown of any kind or character during the existence of this labor agreement except for non-payment of fringe benefits or wages by the Employer.
- 17.2 Due to the critical importance and necessity of insuring continuation of a work project, the Union and the employees covered under this Agreement shall man their jobs regardless of actions or conditions which may be taken or existing by others not a party to this Agreement.
- 17.3 The Employer shall obtain a gate to a project for the exclusive use of the employees working under the terms of this Agreement, when necessary.

ARTICLE 18 GREIVANCE PROCEDURE

- 18.1 Any disputes arising between the Employer and the Union as to the meaning or application of any provision of this Agreement shall be treated as a grievance and disposed of in accord with the following steps:
 1. Between the Steward and the Employer's representative on the job, and if not settled within five (5) working days;
 2. Between the Laborers Union Local #154 Business Manager or his designee and the Employer or his representative, and if not settled within five (5) working days or by mutual agreement of the Employer and the Union this step can be extended.
 3. By arbitration.
- 18.2 When grievance goes to arbitration, a list of five (5) arbitrators from the Federal Mediation and Conciliation Service will be requested and within ten (10) days of receipt of the list, the parties shall strike one name alternately until there is one remaining person on this list. This person shall serve as the arbitrator for the grievance in question. The fees and expenses of arbitrator shall be borne equally by the Employer and the Union.

ARTICLE 19 NON-DISCRIMINATION

- 19.1 The Union and the Employer mutually agree they will continue not to discriminate against anyone because of race, color, creed, age, sex, or national origin in selection and hiring of

employees, and do further agree they will comply with all State and Federal Laws and Regulations regarding Equal Employment Opportunity.

ARTICLE 20
EXTRAORDINARY CONDITIONS

- 20.1 The Union and the Employer agree to discuss and mutually agree upon any extraordinary condition that may arise during the term of this Agreement and any subsequent extensions thereof.
- 20.2 The Employer agrees to pay an employee up to 8 hours time off at the employees regular rate of pay for lost time due to approved medical treatment or examination occurring during his/her normal work day, provided such treatment or examination is due to injury received on the job.

ARTICLE 21
CONTRACTORS AND SUBCONTRACTORS

- 21.1 The Employer agrees to arrange a pre-job conference between the Subcontractor(s) and the Union covering all work that the Employer has subcontracted.

ARTICLE 22
DRUG TESTING

- 22.1 A drug and alcohol free workplace is in the best interest of all parties and implementation of drug and alcohol screening programs on all projects may be required to accomplish that objective. Such programs will be reviewed with the Union prior to implementation and shall include the use of accredited laboratories. These programs may vary in content depending on owner requirements, project characteristics, City, State, and Federal statutes.
- 22.2 It is agreed that should the Employer require a Laborer to undergo a pre-employment examination, which may include urine, blood, or other type of drug/alcohol screen test, then the report time provisions of this Agreement shall apply except if the Laborer fails the pre-employment examination, then the reporting time provision shall not apply. It is agreed that the pre-employment examination costs shall be the responsibility of the Employer.

ARTICLE 23
SAVINGS CLAUSE

- 23.1 It is not the intent of either party hereto to violate any laws or any ruling or regulations or governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is held to be unlawful or void by any tribunal having the right to so hold, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

ARTICLE 24
TERM AND TERMINATION

This Agreement shall remain in full force and effect for all projects commencing with the effective date of this agreement, and shall continue in full force and effect for a period of three years from the date hereof and from year to year thereafter, subject to be reopened for wage and fringe benefit adjustments each year of the agreement when notice of modification is given in writing by either party to the other party sixty (60) days prior to any anniversary date thereof.

CONSTRUCTION AND GENERAL LABORERS UNION LOCAL #154

And

SIGNATURES:

For the Employer:

For the Union:

COMPANY REPRESENTATIVE

LOCAL REPRESENTATIVE

Address

Address

Address

Address

Phone

Phone

Print Name

Print Name

Fringe benefit forms are to be sent to:

LABORER CLASSIFICATIONS

Laborer A: Shall include all qualified Laborers/Construction Specialists who have:

Acquired 240 or more hours of certified training from an affiliated Training Fund or other approved/accredited facility or have grand-fathered hours as demonstrated in the successful completion of a skill assessment tool and, 4000 hours of on the job experience.

Laborer B: Shall include all qualified Laborers for employment who have:

Acquired between 80 and 239 hours certified training from an affiliated Training Fund or other approved/accredited facility or have grand-fathered hours as demonstrated in the successful completion of a skill assessment tool.

Laborers C: Shall include all applicants who have:

Acquired 79 hours or less of certified training from an affiliated Training Fund or other approved/accredited facility or have grand-fathered hours as demonstrated in the successful completion of a skill assessment tool.

A Laborer shall move from C List to B List upon completion of between 80 and 239 hours of certified training, and B List to A List upon certification of his acquired training hours (240 or more), and having satisfied 4000 hours experience on the job.

The scope and content of all training as used herein shall be determined by the Training Fund and the Local Union. The approval of comparable training for purposes of establishing an individual's placement as a Laborer A, a Laborer B, or a Laborer C, shall be subject to determination by the Training Fund and Local Union. The substantiation of all on the job experience requirements will be performed by the Local Union.

ADDENDUM A-1
CONSTRUCTION

WAGES AND BENEFITS ---- Effective April 1, 2009 through May 31, 2010

It is agreed and understood between the Employer and the Union the Employer shall pay wages and benefits into the Health & Welfare, Pension, Training & Apprenticeship and LECET Funds in the amounts set forth below and remit properly authorized checkoff amounts withheld to be remitted on the forms provided by the Funds, Local Union and/or District Council.

For the Houston area and following counties: Calhoun, Victoria, Jackson, Matagorda, Lavaca, Wharton, Brazoria, Galveston, Fort Bend, Colorado, Austin, Washington, Waller, Harris, Chambers, Jefferson, Liberty, Orange, Hardin, Montgomery, Grimes, Brazos, Robertson, Leon, Madison, Walker, San Jacinto, Polk, Jasper, Tyler, Trinity, Angelina, San Augustine, Newton, and Sabine.

COMMERCIAL RATES:

JOURNEYMAN: Wage	\$16.63
Health & Welfare	\$ 1.85
Pension	\$ 1.49
Training	\$ 0.25
LECET	\$ 0.05
 Total Package	 \$20.27

LIGHT COMMERCIAL RATES:

Wage	\$14.89
Health & Welfare	\$ 1.85
Pension	\$ 1.49
Training	\$ 0.25
LECET	\$ 0.05
 Total Package	 \$18.53

INDUSTRIAL RATES:

JOURNEYMAN: Wage	\$17.89
Health & Welfare	\$ 1.85
Pension	\$ 1.49
Training	\$ 0.25
LECET	\$ 0.05
 Total Package	 \$21.53

APPRENTICE RATES:

0 – 999 hours	80% of Journeyman
1000 – 1999 hours	85% of Journeyman
2000 – 2999 hours	90% of Journeyman
3000 – 3999 hours	95% of Journeyman
4000 hours	Journeyman

INDUSTRIAL JOBS are: Petro-Chemical Plants, Metal Processing Facilities, Energy-related Plants; **ALSO FOR:** Asbestos Abatement, Lead Abatement, Hazardous Waste Worker, and Nuclear Power Plant work

Foreman: \$1.00 above Journeyman wage rate for Commercial and Light Commercial rates. Foreman on Industrial work shall receive \$1.05 above the Journeyman wage rate. General Foreman: \$1.00 above Laborer Foreman wage rate for Commercial, Light Commercial, and Industrial rates.

PER DIEM SHALL BE NEGOTIATED ON A JOB TO JOB BASIS FOR JOBS LOCATED OVER 75 MILES AWAY FROM THE LOCAL UNION'S OFFICE.

ADDENDUM A-2

For the Dallas/Fort Worth, San Antonio/Austin areas and the following Counties:

Dallam, Sherman, Hansford, Ochiltree, Lipscomb Hartley, Moore, Hutchison, Roberts, Hemphill, Oldham, Potter, Carson, Gray, Wheeler, Deaf Smith, Randall, Armstrong, Donley, Collingsworth, Palmer, Castro, Swisher, Briscoe, Hall, Childress, Bailey, Lamb, Hale, Floyd, Motley, Cottle, Cochran, Hockley, Lubbock, Crosby, Dickens, King, Yoakum, Terry, Lynn, Garza, Kent, Stonewall, Gaines, Dawson, Borden, Scurry, Fisher, Andrews, Martin, Howard, Mitchell, Nolan, Loving, Wrangler, Ector, Midland, Glasscock, Sterling, Coke, Ward, Crane, Upton, Reagan, Irion, Hardeman, Foard, Wilbarger, Wichita, Clay, Knox, Baylor, Archer, Haskell, Throckmorton, Young, Jack, Jones, Shackelford, Stephens, Palo Pinto, Taylor, Callahan, Eastland, Erath, Runnels, Coleman, Brown, Comanche, Mills, Hamilton, Lampasas, Montague, Cooke, Grayson, Wise, Denton, Collin, Parker, Tarrant, Dallas, Hood, Rockwall, Johnson, Ellis, Kaufman, Somervell, Bosque, Hill, Navarro, Coryell, Mc Lennon, Freestone, Bell, Falls, Limestone, Fannin, Lamar, Red River, Bowie, Hunt, Delta, Hopkins, Franklin, Titus, Cass, Morris, Camp, Rains, Wood, Upshur, Marion, Harrison, Van Zandt, Smith, Gregg, Henderson, Rusk, Panola, Anderson, Cherokee, Houston, Nacogdoches, Shelby.

Bexar, Atascosa, Bandera, Comal, Frio, Guadalupe, Kendal, Medina, Wilson, Hays, Travis, Williamson, Aransas, Kleberg, Nueces, Refugio, San Patricio, Brooks, Cameron, Hidalgo, Jim Hogg, Kennedy, Starr, Willacy, Zapata, Dimmit, Duval, Jim Wells, La Salle, Live Oak, McMullen, Webb, Bastrop, Bee, Burleson, Caldwell, Dewitt, Fayette, Goliad, Gonzalez, Karnes, Lee, Milam, Edwards, Kerr, Kinney, Maverick, Real, Uvalde, Val Verde, Zavala, Blanco, Burnet, Concho, Crocket, Gillespie, Kimble, Llano, Mason, Menard, McCulloch, San Saba, Schleicher.

Wage Rates And Benefits – Per Hour ---- Effective May 1, 2009 through April 30, 2010

<u>LABORER A</u>		<u>LABORER B</u>		<u>LABORER C</u>	
Wage	\$15.48	Wage	\$13.48	Wage	\$11.48
Health & Welfare	\$ 1.85	Health & Welfare	\$ 1.85	Health & Welfare	\$ 1.85
Pension	\$ 1.49	Pension	\$ 1.49	Pension	\$ 1.49
Training	\$ 0.25	Training	\$ 0.25	Training	\$ 0.25
LECET	\$ 0.05	LECET	\$ 0.05	LECET	\$ 0.05
Total Package	\$19.12	Total Package	\$17.12	Total Package	\$15.12

Wage rates for Asbestos Abatement, Lead Abatement, Hazardous Waste Worker, and Nuclear Power Plant Worker shall be \$16.98 per hour plus Fringe benefits as listed above. Total Package \$20.62

Laborer Foreman shall receive \$1.00 above Laborer A wage rate. General Foreman shall receive \$1.00 above Laborer Foreman wage rate.

PER DIEM SHALL BE NEGOTIATED ON A JOB TO JOB BASIS FOR JOBS LOCATED OVER 75 MILES AWAY FROM THE LOCAL UNION'S OFFICE.

HIGHWAY AND HEAVY

WAGES AND BENEFITS

It is agreed and understood between the Employer and the Union the Employer shall pay wages and benefits into the Health & Welfare, Pension, Training & Apprenticeship and LECET Funds in the amounts set forth below and remit properly authorized checkoff amounts withheld to be remitted on the forms provided by the Funds, Local Union and/or District Council for all counties in the jurisdiction of the Southwest Laborers District Council as listed in ADDENDUM A-1, and ADDENDUM A-2.

Effective May 1, 2009 through April 30, 2010

LABORER A:	Wage	\$13.10
	Health & Welfare	\$ 1.85
	Pension	\$ 1.49
	Training	\$ 0.25
	LECET	\$ 0.05
	Total Package	\$16.74
LABORER B:	Wage	\$12.10
	Health & Welfare	\$ 1.85
	Pension	\$ 1.49
	Training	\$ 0.25
	LECET	\$ 0.05
	Total Package	\$15.74
LABORER C:	Wage	\$11.10
	Health & Welfare	\$ 1.85
	Pension	\$ 1.49
	Training	\$ 0.25
	LECET	\$ 0.05
	Total Package	\$14.74

Foreman: \$1.00 above Laborer A wage rate. General Foreman \$1.00 above Foreman wage rate.

PER DIEM SHALL BE NEGOTIATED ON A JOB TO JOB BASIS FOR JOBS LOCATED OVER 75 MILES AWAY FROM THE LOCAL UNION'S OFFICE.

SCOPE OF WORK: The Laborers claim the general building jurisdiction including, but not limited to:

Cleaning/handling of panel forms	Dry packing of concrete
Firewatch	Repair trackmen and road beds
Brush loaders	Rigging and signaling
Debris handlers	Slurry seal
General construction	Tarman and Mortarman
Landscaping	Window cleaner
Temporary water and air lines	Cesspool diggers and installer
Plugging/filling shee bolt holes	Chute man
Railroad maintenance	Power broom sweeper
Streetcar and railroad track construction	Roto scraper and tiller
Scaler	Septic Tank digger and installer
Stripper – paved surfaces	Tree climber, faller
Tool crib or house	Chipper and brush shredder
Asphalt shoveler	All concrete related work
Chucktender	Dri Pak-it Machine
Cutting torch operator	Impact wrench, multi plate
Riprap stonepaver	Vibrating machines
Sandblaster (pot tender)	Air blasting
Tank Scaler and cleaner	Rock slinger
Chain saw operator	Multiple head chipping scarifier
Underground, including caisson bellower	Trenching machine, hand concrete core cutter
Buggymobile man	Laser beam
Driller, jackhammer	Blasters powderman
Hydro seeder and similar type	Watchmen
Pavement breaker	Storm drain
Come alongs & similar tools	Corrugated Pipe
Pneumatic, gas, electric tools	Galvanized corrugated
Rotary Scarifier	Catch basins
Tampers, Barko, Wacker & similar	Cribber, shorer, lagging, sheeting & trench bracing
Concrete saw operator	Hand guided lagging hammer
Sandblaster	Welding in connection with Laborers work
Driller, all power drills	Limbers
Drain pipe	Pilers
PVC pipe	Flagmen
Plastic corrugated	Demolition
Grouting	General Cleanup
Jetting	
Material hoseman	
Small motorized sweeper (Tennant type)	

It is also understood by the Employer and agreed to by the Union, that the employees of this Employer will perform the work as assigned by the Employer.

SCOPE OF WORK:

HAZARDOUS WASTE REMOVAL JOB CLASSIFICATION – The duties would include, but are not limited to, clearing brush and tress, installing fence and erosion curtains, building dikes with sandbags and/or soil and lining with plastic materials, site clearing such as removal of steel, wood, trash, etc. In addition, they would be involved in locating buried lines, sewer and drums, and establishing their condition, overpacking, applying absorbents to leaking material, handling and rigging of all materials and general clean up of leaked materials and chemicals. Also, with the proper training the Laborers would open sample drums, label and bulk liquids from drums into other containers. The Laborers would be responsible for the decontamination of all tools, equipment and personnel on site. Lining truck beds with plastic, operating pumps and equipment necessary to drain or fill ponds, lagoons, land slurry walls would also be Laborers' tasks. Laborers tasks shall also include tasks relative to new technology not specifically awarded to other crafts. The Laborers will carry out any job as assigned by the Employer.

ASBESTOS ABATEMENT JOB CLASSIFICATION – The duties would include all work in connection with the handling, control, removal abatement, encapsulation or disposal of asbestos which will be assigned in accordance with the jurisdiction of the Laborers International Union of North America as set for in the April 17, 1985, International Agreement of Removal of Asbestos Containing Materials.

The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment normally used in the handling, control, removal or disposal of asbestos; the bagging, cartooning, crating or otherwise packing of materials for disposal. Laborers tasks shall also include tasks relative to new technology not specifically awarded to other crafts. Laborers will carry out any job as assigned by the Employer.

LEAD BASED PAINT ABATEMENT JOB CLASSIFICATION – The abatement and disposal of lead-based paint is an environmental and occupational hazard and not a preparation for painting. The members of the Laborers International Union of North America claims all the work related to the abatement and disposal of lead-based paint on both exterior and interior structures.

The duties would include all work in connection with the handling, control, removal, stripping, abatement, encapsulation or disposal of lead-based paint and related residues.

The work tasks shall include, but are not limited to, the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment normally used in the handling, control, removal or disposal of lead-based paint and residues; the bagging, cartooning, crating or otherwise packaging of materials for disposal. The Laborers would be responsible for the decontamination of all tools, equipment, and personnel on site. Laborers tasks shall also include tasks relative to new

technology not specifically awarded to other crafts. Laborers will carry out any job as assigned by the Employer.

NUCLEAR REMEDIATION JOB CLASSIFICATION – Laborers job duties shall include, but are not limited to, all work in connection with the handling, control, removal and disposal of properties, structures and equipment which are radioactive. These duties further include the application by any mode or method any substance whose purpose is to stabilize or decontaminate any properties, structures or equipment contaminated with radioactive materials. Laborers will also be responsible for the decontamination of all personnel and equipment used in handling, control, removal and disposal of contaminated materials which are radioactive. The erection, moving, servicing and dismantling of all scaffolding which would be used to carry out the above-referenced tasks will also be recognized as the work of the Laborer. Laborers will also bag, carton, crate, overpack or otherwise package all radioactive contaminated material which is to be disposed of. Laborers tasks shall also include tasks relative to new technology not specifically awarded to other crafts. The Laborers will carry out any job as assigned by the Employer.

CONCRETE FINISHERS – shall receive Laborer “A” rate.

HIGHWAY AND HEAVY

WAGES AND BENEFITS

It is agreed and understood between the Employer and the Union the Employer shall pay wages and benefits into the Health & Welfare, Pension, Training & Apprenticeship and LECET Funds in the amounts set forth below and remit properly authorized checkoff amounts withheld to be remitted on the forms provided by the Funds, Local Union and/or District Council for all counties in the jurisdiction of the South West Laborers District Council as listed in ADDENDUM A-1, and ADDENDUM A-2.

Effective May 1, 2008 through April 30, 2009

LABORER A:	Wage	\$12.70
	Health & Welfare	\$ 1.85
	Pension	\$ 1.39
	Training	\$ 0.25
	LECET	\$ 0.05
	Total Package	\$16.24

LABORER B:	Wage	\$11.70
	Health & Welfare	\$ 1.85
	Pension	\$ 1.39
	Training	\$ 0.25
	LECET	\$ 0.05
	Total Package	\$15.24

LABORER C:	Wage	\$10.70
	Health & Welfare	\$ 1.85
	Pension	\$ 1.39
	Training	\$ 0.25
	LECET	\$ 0.05
	Total Package	\$14.24

Foreman: \$1.00 above Laborer A wage rate. General Foreman \$1.00 above Foreman wage rate.

PER DIEM SHALL BE NEGOTIATED ON A JOB TO JOB BASIS FOR JOBS LOCATED OVER 75 MILES AWAY FROM THE LOCAL UNION'S OFFICE.

SCOPE OF WORK:

Subways
Tract Elevation Projects
Sewage Treatment Plants and Facilities
Aqueducts
Irrigation Projects
Flood Control Projects
Water Reservoirs
Water Treatment Plants and Facilities
Water Power Development
Locks, dams, dikes, levees, revetments, channels, cutoffs
Intakes, dredging projects, jetties, breakwaters, docks, harbors
Railroad construction projects and bridges
Grade separation involving a railroad including pile driving, piers, abutments, and retaining walls connected with railroad construction
Tunnels
Elevated transportation
Clearing, grading, paving and resurfacing of residential sites
Highways, roads, streets including residential
Bridges, elevated highways, culverts, manholes water and utility pipe lines, sidewalks, retaining walls, underpasses, overpasses, viaducts, cloverleaf structures, curbs, seeding, landscaping, clearing, guard rails, fences, alleys, parkways, rest areas, parking areas and drainage ditches.
Airport Flight strips, taxi strips, aprons, grading, drainage and paving
Offsite rock quarries, concrete batch plants and asphalt plants owned and operated by any contractor signatory to this Agreement solely for the purpose of supplying materials to the contractor's project or projects and not for commercial purposes.
Reclamation work of coal fields, soil conservation districts, and non-urban and non-industrial projects.
Sanitary sewers, storm sewers, water lines, gas lines and transmission lines

This Agreement shall cover all jobsite equipment repairs and maintenance and other jobsite work, which has been or may be awarded to the Laborers International Union, provided, however, that nothing in this Agreement shall preclude Management from having maintenance performed by Personnel who are not Employees of the Employer.

This contract does not cover and specifically excludes building construction and any structure intended for use as a shelter, protection or comfort, including alteration, remodeling, maintenance, repair, wrecking and including preparation of building sites and installation of utilities incidental thereto.

It is also understood by the Employer and agreed to by the Union that the employees of this Employer will perform the work assigned by the Employer.