

LABOR AGREEMENT
between
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCALS NO. 238 & 348

and

MASONRY CONTRACTORS ASSOCIATION OF SPOKANE, INC.

This Agreement, made and entered into on this First day of June, **2012** by and between the Masonry Contractors Association of Spokane, Inc., Chapter 855, hereinafter referred to as the "Employer" and the Laborers' International Union of North America, Locals 238 and 348, hereinafter referred to as the "Union", shall constitute a binding agreement upon the parties hereto, as set forth herein.

ARTICLE I
PARTIES

The term "Employer" as used herein shall refer to the Masonry Contractors Association of Spokane, Inc., Chapter 855, including the persons, firms and corporations who are members thereof. The term "Union" as used herein shall refer to the Laborers' International Union of North America, Local 238 & Local 348.

ARTICLE II
SCOPE

A. This Agreement shall apply to all building construction work coming within the recognized jurisdiction of the signatory Local Unions. Building construction referred to above shall include all construction of building structures, including modifications thereof or additions, or repairs thereto, intended for use as shelter, protection, comfort, or convenience and shall include the scope of work as defined in the Laborers' International Union constitution.

B. This Agreement shall cover all Washington & Northern Idaho District Council of Laborers work in the following counties or parts of counties in the State of Washington: Adams, Asotin, Benton, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Okanogan, Pend Orielle, Spokane, Stevens, Walla Walla, Whitman and that portion of Douglas County east of the 120th Meridian; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County north of Parallel 46 in the State of Idaho.

C. For the territory East of the 120th Meridian in Douglas County and Yakima, Chelan and Kittitas Counties in the State of Washington coming under the jurisdiction of Local 614 (Yakima) and Local 292 (Everett), the terms and the conditions of the Western/Central Washington AGC Agreement shall apply.

ARTICLE III
EMPLOYMENT

A. HIRING:

1. The hiring and discharging employees shall be in accordance with the National Labor Relations Act and the Labor Management Relations Act as amended.

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

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

B. UNION SECURITY:

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

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

ARTICLE IV
HOURS OF WORK, SHIFTS, OVERTIME,
HOLIDAYS, & STANDBY

A. HOURS OF WORK & SHIFTS

1. The work day for each employee shall be computed as the twenty-four (24) hour period beginning with the regular starting time of the employee's shift and ending with the regular starting time of the same shift of the following day. The regular workweek for each employee shall be computed as the five consecutive days beginning with the start of the employee's shift on Monday and ending with the end of the same shift on Friday of the same week.

2. When so elected by the employer, multiple shifts may be worked for not less than three consecutive days. The employer shall have the right to designate the craft or crafts who shall work on a multiple shift basis on the work or any portion thereof, provided that employees working multiple shifts will not be interchangeable with those working on a single shift basis. In no event shall the working hours of different shifts overlap, nor shall any interval between shifts exceed one hour.

3. Regular Hours of Work:

(a) First Shift: The regular hours of work on a single shift operation or the first shift of a multiple shift operation shall be between the hours of 6:00 AM and 5:00 PM, and shall be eight (8) hours of continuous employment (except for lunch period) unless changed by mutual agreement of all parties signatory to this Agreement. Forty (40) such hours of employment, Monday through Friday inclusive, shall constitute a regular workweek for single or first shift. In the event the job is down due to weather conditions, Monday through Friday, then Saturday may, at the option of the Employer be worked as a voluntary make-up day at the straight time rate. No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.

(b) Second Shift: On all multiple shift operations, the second shift shall be seven and one-half (7 1/2) hours of continuous employment (except for lunch period). Eight (8) hours at the regular rate of pay shall be paid to employees on this shift. Thirty-seven and one-half (37 1/2) such hours of work, Monday through Friday inclusive, shall constitute a regular workweek for the second shift.

(c) Third Shift: On all three shift operations, the third shift shall be seven (7) hours of continuous employment (except for lunch period). Eight (8) hours at the regular rate of pay shall be paid to employees on this shift. Thirty-five (35) hours of such employment, Monday through Friday inclusive, shall constitute a regular workweek for the third shift. The regular workweek for the third shift shall end by 8:00 AM, Saturday.

4. Adequate time shall be allowed at the end of each shift for employees to clean tools and quit the job site.

5. In the event that the job is shut down due to weather conditions only, then Saturday may be worked, at the option of the Employer, as voluntary make-up day at the straight time rate of pay. No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.

B. OVERTIME

1. Except as specifically provided otherwise in the schedule attached hereto, overtime shall be paid as follows:

(a) On single shift or the first shift of multiple shift operation, the overtime rate of one and one-half (1 1/2) times the regular rate of pay per hour shall be paid for work in excess of eight (8) hours in a work day (as defined) or for hours worked in excess of forty (40) hours in a work week (as defined) which ever results in the greater amount of overtime in the work week for the employee.

(b) On the second shift of a multiple shift operation, the overtime rate of one and one-half (1 1/2) times the regular rate of pay per hour shall be paid for work in excess of seven and one-half (7 1/2) hours in a work day (as defined) or for hours worked in excess of thirty-seven and one-half (37 1/2) hours in a work week (as defined) which ever results in the greater amount of overtime in the work week for the employee.

(c) On the third shift of a multiple shift operation, the overtime rate of one and one-half (1 1/2) times the regular rate of pay per hour shall be paid for work in excess of seven (7) hours in

a work day (as defined) or for hours worked in excess of thirty-five (35) hours in a work week (as defined) which ever results in the greater amount of overtime in the work week for the employee.

(d) Employees who work on Saturday who have or have not previously worked during the work week their full number of regular weekly hours as set forth in this article shall receive the overtime rate of one and one-half (1 1/2) times the regular rate of pay for such work. (except as provided above in A. 5)

(e) Employees who work on Sunday who have or have not previously worked during the work week their full number of regular weekly hours as set forth in this article shall receive the overtime rate of two (2) times the regular rate of pay for such work.

(f) Employees who are required to work before or after their regularly scheduled shift hours shall receive the applicable overtime rate of pay as provided in this article.

C. HOLIDAYS

1. Work on any of the following holidays will be paid at the overtime rate of two (2) time the regular rate of pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day. Any holiday which falls on Sunday shall be observed as a holiday on the following Monday.

2. A holiday shall be the twenty-four (24) hour period beginning with the regular starting time of the first or single shift on the date of the holiday, unless otherwise agreed on by the interested parties.

3. No work shall be performed on Labor Day except to protect life and property.

D. STANDBY TIME

1. When the Employer or his representative calls employees to report for work or an employee reports for work at his regular reporting time and such employees are not put to work, the employees shall be paid for two (2) hours at the regular established rate. Any employee reporting for work on his regularly established day or shift or called for work and who works for less than four (4) hours, shall be paid for four (4) hours at the regular established rate. Provided the employee has not been notified by the craft foreman upon or before expiration of his previous day or shift not to report to work.

2. When such failure to put employees to work is caused by inclement weather or other such causes beyond the Employer's control as determined by the craft foreman and superintendent, the provisions of Section D. 1. shall not apply.

3. Any employee reporting for work and who is put to work, but is laid off for any part of the day or shift and is required to return to complete his day or shift, shall be paid for a full day or shift at the regular established rate.

4. Any employee reporting for work who, in the opinion of the craft foreman or superintendent, is unable to perform his duties because of illness or voluntarily quits shall be paid for actual time worked.

ARTICLE V
MISCELLANEOUS BASIC PROVISION

A. PAYMENT OF WAGES

1. Employees shall be paid in full prior to quitting time, on the job site, once each week, not later than three (3) working days following the previous weekly payroll period.

2. When an employee is laid off, they shall be paid in full immediately or, if not paid immediately, by check within twenty-four (24) hours.

3. When an employee voluntarily quits, they shall be paid on the next regular payday.

4. When an employee is fired, they shall be paid on the next regular payday.

5. When an employee is not paid as provided for above, they shall received two (2) hours penalty pay for each twenty-four (24) hour period thereafter until said check is received. The postmark on the check will determine if the check was mailed timely and serve as the cutoff for any penalty pay.

6. Payment shall be made by cash or by check upon which there is no charge for exchange. If employees receive a payroll check, which is non-negotiable, they shall receive two (2) hours pay for each twenty-four hour period from the time of issue they are required to wait for cash restitution.

B. UNION REPRESENTATION

1. The Business Manager or Representative of the Local Union having jurisdiction over the work covered by this Agreement shall be allowed admission to any jobs at any time for the purpose of investigating conditions on the job. The Business Manager or Representative shall give notice to the office, superintendent of the job, or the Employer's representative, and shall not unduly interfere with the employees' during work hours.

C. STEWARDS

1. If a steward is on the job, the steward shall perform work for the employer to the same extent as other employees. The steward may take reasonable time off from his regular duties, without loss of time, when an employee or group of employees desire to take up with the steward any matter which they believe to be in violation of this agreement. The steward, if required to leave the job, shall secure permission to leave and shall report back to his supervisor on his return.

2. No steward shall be allowed to solicit membership in his union or to collect any money from any employee on the job site during working hours. No steward will be discharged by the Employer because of his union activities.

D. SAFETY STANDARDS

1. The employer shall comply with all applicable State and Federal safety standards and sanitary requirements.

2. Cool, clean drinking water shall be kept in close proximity to the employees at all times.

E. TRAINING

1. The Union, understanding the importance of providing trained and qualified employees, agrees that each employee will complete eight (8) hours of training during the twelve month period from June 1st and May 31st of the following year to update the skills and knowledge applicable to their employment. Failure to complete the required eight (8) hours of training will result in the employee not receiving the following year's wage increase. (NOTE: All fringe benefits will be paid at the rates contained in this agreement.) The penalty for failure to complete the required training will not be retroactive. The wage increase for completion of the required training will be effective beginning on the date that the employee completes the required training. It is understood by parties signatory hereto that this requirement will not apply to apprentices.

F. TOOLS

1. All employees will be required to provide their own hand tools including a tape measure of least 25 feet in length, a hammer, an adjustable (Crescent) wrench and a level of at least two (2) feet in length.

ARTICLE VI OTHER EMPLOYERS

A. The Union agrees that to the extent possible during the life of this Agreement, they will not furnish members to any employers, other than those parties signatory to this Agreement, under conditions more favorable to such other employers than those herein established.

B. The Employer agrees that sub-contractors performing work covered by this Agreement to whom sub-contracts are let, shall adhere to the wage standards listed in Schedule "A". The Employer will, to the limit of legal ability, see that the remaining work conditions set forth herein are adhered to.

ARTICLE VII NO STRIKE, NO LOCKOUT

It is mutually agreed that there will be no authorized strikes, lockouts, or other slow down or cessation of work by either party on account of any labor difference pending the full utilization of the grievance machinery set up in Article VIII of this Agreement. Provided, that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line which has been authorized by the Building and Construction Trades Council having jurisdiction over the geographical area where the work is located.

ARTICLE VIII SETTLEMENT OF DISPUTES AND GRIEVANCES

A. If a dispute shall arise over this Agreement (other than wage negotiations included in Schedule "A") written notice of the same shall be promptly (in no event more than ten days) given by the offended party and if the two parties are unable to adjust the same within 48 hours, the dispute shall be settled by the following procedure:

(1) A board of adjustment will be created, composed of two members of the Mason Contractors Association of Spokane, Inc., Chapter 855, and two members of Local Nos. 238 & 348 of Washington. If the board is unable to settle the dispute within two (2) days after its organization, the parties shall within five (5) days thereafter, choose an impartial chairman. A chairman shall be selected from a list of eleven names supplied by the Federal Mediation and Conciliation Council. The representatives of the Employer and the Union will in turn remove a name from the list until one name remains. This individual will be the impartial chairman. The decision of the Board shall be determined by the majority of its members, and shall be rendered within ten days after submission to the Board. Said decision shall be within the scope of this agreement and shall be final and binding on both parties. Pending such decision, work shall be continued in accordance with the provisions of this contract. The expenses of employing said fifth person shall be borne equally by both parties.

(2) In the event of the failure of the grievance committee and the impartial committee chairman to reach a majority decision, the decision of the impartial committee chairman shall be final and binding to both parties: provided however, in the event of the failure of the grievance committee and the impartial committee chairman to make a decision or reach a settlement of the question in issue, the matter shall be referred back to the parties hereto with the recommendation of the impartial committee chairman.

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

ARTICLE IX CRAFT SCHEDULES

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

ARTICLE X SAVINGS CLAUSE

The parties hereto agree that in the event any provisions of this agreement are finally found to be illegal or determined to be illegal or void as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

ARTICLE XI
EFFECTIVE DATE & DURATION

A. This Agreement shall become effective as provided in this article, when signed by the Mason Contractors' Association of Spokane, Inc., Chapter 855, and the Laborers' International Union of North America, Local 238 and 348.

B. All employees covered by this agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the schedule "A", which schedule is attached hereto and made a part of this Agreement. No other classifications or wage rates shall be recognized unless this agreement shall be modified as provided in this article.

C. The agreement, entered into this 1st day of June, **2012** shall be effective on all work covered hereby as of the 1st day of June **2012**, and shall remain in full force and effect until the 31st day of May, **2015**, and from year to year thereafter unless notice is given in writing by the Union or the Employer to the other party, not less than sixty (60) days nor more than ninety (90) days prior to the 31st day of May **2015**, or prior to the expiration of any subsequent anniversary year, of its desire to modify, amend or terminate this agreement and in such case the agreement shall be opened for modification, amendment, or termination, such as the notice may indicate the expiration of the period within which the notice is given. The Parties shall begin negotiations within thirty days after receipt of this notice.

In witness whereof the parties here to have executed this agreement with the attached schedules on this _____ day of _____, **2012**.

FOR THE UNION:

FOR THE EMPLOYER:

Laborers' Local 238

Laborers' Local 348

See attached list

SCHEDULE "A"

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
LOCAL NOS. 238 & 348

ARTICLE 1
WAGES, FRINGE BENEFITS AND CONDITIONS

A. CLASSIFICATIONS: LABORER/HODCARRIER*

	Wages	Health & Security	Pension	Training	LECET	Industry Promotion Fund
June 1, 2012	\$24.35	\$5.30	\$4.50	\$.40	\$.05	\$.34
June 1, 2013	\$0.70**	\$	\$	\$	\$	\$
June 1, 2014	\$0.70**	\$	\$	\$	\$	\$

**** The June 1, 2013 and June 1, 2014 allocation of the wage/fringe package will be determined sixty (60) days prior to the anniversary date**

* INCLUDES, BUT NOT LIMITED TO:

Mixing, packing, wheeling and tempering of mortar and fire clay. The mixing, handling and conveying of all materials used by bricklayers and masons (e.g., brick, tile, stone and cast stone), whether done by hand or any other process (e.g., operation of forklifts, hoisting equipment and pumping equipment). Building of scaffolds, trestles, boxes and swinging staging. Hanging of cables and placing of putlogs. Carrying of bricks and mortar. Cleaning and clearing of debris.

B. TARGETING COMMITTEE

1. In order to preserve work for Union members and allow employers who become signatory to this Agreement to be more competitive in all private works projects, the Union and employers signatory to this Agreement agree to set up a targeting committee, consisting of three members of Locals 238 and 348 and three members of the Mason Contractors' Association of Spokane, Inc., Chapter 855.

2. This committee shall meet whenever necessary to discuss which projects should be targeted and what rate. All signatory contractors will be notified of targeted jobs and wage rates no less than 48 hours prior to bid opening.

3. The Union has the right to reject any project that may come before this committee for consideration.

4. A one page agreement will be signed by both the Union and the successful contractor indicating specific terms and conditions that apply to each specific project.

ARTICLE II
APPRENTICES

A. APPRENTICE RATES: Apprentices registered prior to June 1, 2012

	<u>STEP</u>	<u>HOURS</u>	<u>%</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Apprentice	I	0 - 1000	60	\$14.61	*	*
	II	1001-2000	70	\$17.05	*	*
	III	2001-3000	80	\$19.48	*	*
	IV	3001-4000	90	\$21.92	*	*

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

	<u>STEP</u>	<u>HOURS</u>	<u>%</u>	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Apprentice	I	0 - 1000	60	\$14.61	*	*
	II	1001-2000	70	\$17.05	*	*
	III	2001-3000	80	\$19.48	*	*
	IV	3001-4000	85	\$20.40	*	*
	V	4001-5000	90	\$21.92	*	*
	VI	5001-6000	95	\$23.13	*	*

Wages rates shall be computed as a percentage of journeyman rates. Apprentice wage rates beginning *June 1, 2012 through May 31, 2015* shall be calculated as a percentage of the Journeyman wage rate on that date. * - Subject to allocation.

1. All Apprentices will receive full fringe benefits, same as Journeyman and subject to the same changes.

2. This Agreement shall give complete recognition to the existing Laborers Apprenticeship Standards. Apprentices shall be paid at the hourly rate of their particular steps as an Apprentice as listed herein and subject to the approval or modifications by the apprenticeship committee.

3. Apprentice travel allowance shall be the same as for Journeyman.

4. Apprentices may be hired in the ratio of one (1) of the first five (5) Laborers employed. The Employer shall then employ one Apprentice for each additional five (5) Journeyman Laborers employed. The proper ratio of apprentices shall be maintained when reducing the work force and when transferring employees from project to project. This ratio is subject to the availability of Apprentices.

5. It is mutually agreed by both parties signatory to this Agreement that every effort will be made to give each Apprentice an opportunity to receive the experience, skill and knowledge necessary to make him a qualified Journeyman in his craft.

ARTICLE III
TRAVEL ALLOWANCE

A. When required to travel from the dispatch point or established residence (determined by the employee's post office address at the time of dispatch) to the job site, compensation shall be paid at the rate listed below, based on an eight hour day. This subsistence/travel allowance is a TAXABLE wage according to the Federal IRS Tax Laws. Therefore, subsistence/travel allowance payments made must reflect appropriate deductions for required taxes.

	<u>06/01/12</u>	<u>06/01/13</u>	<u>06/01/14</u>
0 to 59 miles	Free Zone	Free Zone	Free zone
60 to 74 miles	\$21.00	\$21.00	\$21.00
75 to 220 miles	\$51.00	\$51.00	\$51.00
221 miles and over	\$61.00	\$61.00	\$61.00

B. Howard and Riverside is the point hereby designated as the dispatch point. Actual mileage, computed on AAA mileage will be used to determine travel allowance.

C. Subsistence and/or travel may, at the discretion of the Employer, be prorated hourly based on the above allowances.

ARTICLE IV DEDUCTIONS

DEDUCTIONS FROM NET WAGES

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Credit Union	\$1.00	Subject to Union Notification	
Dues Check Off	\$.85	Subject to Union Notification	
Laborers Political League	\$.03	Subject to Union Notification	
TOTAL	\$1.88		

NOTE: Written authorization from employee is required for Laborers Political League deductions.

SCHEDULE "B"

LABORERS TRUST FUNDS HEALTH & WELFARE / PENSION / TRAINING LECET / LABORERS POLITICAL LEAGUE / N. W. FAIR CONTRACTING ASSASSOCIATION

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

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

SECTION 2.2 Commencing June 1, 2000, the Employers agree to make payments to the Washington-Idaho Laborers-Employers Excess Benefit Trust Fund, in the amount (if any) determined by the Trustees of the Excess Benefit Trust Fund. Such contributions to the Excess Benefit Trust Fund shall be an offset against the amounts otherwise due from the Employer to the Washington-Idaho Laborers-Employers Trust Fund pursuant to Section 2.1 above and the amount the Employer is obligated by this Agreement to contribute to the Washington-Idaho Laborers-Employers Pension Trust Fund shall be reduced by the amounts contributed to the Excess Benefit Trust Fund pursuant to the determination of the Trustees of the Excess Benefit Trust Fund. The parties agree that the Washington-Idaho Laborers-Employers Excess Benefit Trust Fund will be a non-qualified defined contribution plan, which shall only provide benefits for current retirees under the Washington-Idaho Laborers-Employers Pension Plan whose benefit payments were reduced in the prior calendar year on account of Internal Revenue Code Section 415, and that such benefits will be payable only when and to the extent determined by the Trustees of the Excess Benefit Trust Fund. In the event, however, that the Internal Revenue Code

Section 415 is repealed, modified or otherwise rendered moot by legislative action, this paragraph shall have neither force nor effect. In such event, the remaining articles and sections of this collective bargaining agreement shall be unaffected and shall otherwise remain in full force and effect.

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

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

The Employer shall contribute to the Seattle Regional Labor-Management Cooperation Committee as of the effective date of this Agreement and for each month thereafter for the term of this Agreement, including any extensions or renewal thereof. The Employer shall contribute to the Regional Cooperation Committee at the rate of five cents (\$.05) for each hour or portion of an hour for which each employee covered by this Agreement is entitled to receive pay. The Employer shall submit all contributions to the Regional Cooperation Committee in accordance with the requirements of the Committee. The Employer and the Union hereby adopt the Agreement and Declaration establishing the Regional Cooperation Committee. Contributions will be made on the same form as the Health and Security payments. The pro-rata costs of such forms, collection and accounting will be paid by the Committee to the fringe benefit administrator.

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

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

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

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

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

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

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

*Schedule C
Hiring of Apprentices*

Section 1. Apprentices: The employment of apprentices shall be in accordance with the following ratios per job:

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

Apprentice Ratio Chart

<i>Journeyman</i>	<i>Apprentices</i>
<i>1</i>	<i>1</i>
<i>2</i>	<i>1</i>
<i>3</i>	<i>1</i>
<i>4</i>	<i>2</i>
<i>5</i>	<i>2</i>
<i>6</i>	<i>2</i>
<i>7</i>	<i>3</i>
<i>8</i>	<i>3</i>
<i>9</i>	<i>3</i>
<i>10</i>	<i>4</i>
<i>11</i>	<i>4</i>
<i>12</i>	<i>4</i>
<i>13</i>	<i>5</i>
<i>14</i>	<i>5</i>
<i>15</i>	<i>5</i>
<i>16</i>	<i>6</i>
<i>17</i>	<i>6</i>
<i>18</i>	<i>6</i>
<i>19</i>	<i>7</i>
<i>20</i>	<i>7</i>
<i>21</i>	<i>7</i>
<i>22</i>	<i>8</i>
<i>23</i>	<i>8</i>
<i>24</i>	<i>8</i>
<i>25</i>	<i>9</i>
<i>26</i>	<i>9</i>
<i>27</i>	<i>9</i>
<i>28</i>	<i>10</i>
<i>29</i>	<i>10</i>
<i>30</i>	<i>10</i>
<i>31</i>	<i>11</i>

Sequential pattern would continue for remaining numbers.

NOTE: Employers may lose their training agent status with the State of Washington if they are found to be in violation of the established ratios.

B. The apprentice to journey-level ratios established above may be altered on a project by project basis under the guidelines set forth by Northwest Laborers JATC and depending on the availability of current apprentices

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

D. The above ratios are subject to the availability of current apprentices.

E. The proper ratio of journeymen to apprentices will be maintained when reducing the work force and when transferring employees from project to project

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

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

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

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

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

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

J. When an apprentice is required to attend training necessary for maintaining and/or upgrading his/her status in the apprenticeship program, and such training necessitates the absence of the apprentice from a job, the Employer shall grant the apprentice leave from the job to satisfy the training requirement and restore his/her status on the job when the training is completed, provided a position is available.

ARTICLE XI
EFFECTIVE DATE & DURATION

A. This Agreement shall become effective as provided in this article, when signed by the Mason Contractors' Association of Spokane, Inc., Chapter 855, and the Laborers' International Union of North America, Local 238 and 348.

B. All employees covered by this agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the schedule "A", which schedule is attached hereto and made a part of this Agreement. No other classifications or wage rates shall be recognized unless this agreement shall be modified as provided in this article.

C. The agreement, entered into this 1st day of June, 2012 shall be effective on all work covered hereby as of the 1st day of June 2012, and shall remain in full force and effect until the 31st day of May, 2015, and from year to year thereafter unless notice is given in writing by the Union or the Employer to the other party, not less than sixty (60) days nor more than ninety (90) days prior to the 31st day of May 2015, or prior to the expiration of any subsequent anniversary year, of its desire to modify, amend or terminate this agreement and in such case the agreement shall be opened for modification, amendment, or termination, such as the notice may indicate the expiration of the period within which the notice is given. The Parties shall begin negotiations within thirty days after receipt of this notice.

In witness whereof the parties here to have executed this agreement with the attached schedules on this 28th day of JUNE, 2012.

FOR THE UNION:

David Hawkins
Laborers' Local 238

Moss
Laborers' Local 348

FOR THE EMPLOYER:

[Signature]
[Signature]

See attached list