

ARIZONA LABORERS' AGREEMENT

Between

**Arizona Chapter Associated General Contractors of America
Laborers' Labor Relations Division**



Building Arizona Since 1934

And the

Laborers Union Local No. 383



**COVERING ALL HIGHWAY, HEAVY, INDUSTRIAL, BUILDING
AND RESIDENTIAL WORK WITHIN THE STATE OF ARIZONA**

PERIOD JUNE 1, 2016 – MAY 31, 2019

TABLE OF CONTENTS

SECTION	PAGE
AGREEMENT.....	1
PURPOSE.....	1
GENERAL PROVISIONS	1
A. Individual Employer	
B. Employees	
C. Employer Membership	
D. Area	
E. Work Covered	
MORE FAVORABLE PROVISIONS	2
MANAGEMENT RIGHTS	2
EMPLOYMENT.....	3
A. Selection of Employees	
B. Discharge	
WORK STOPPAGES, PICKET LINES & LOCKOUTS.....	4
GRIEVANCE PROCEDURE.....	4
SIGNING FORMS	5
PAYMENT OF WAGES.....	5
A. Payment of Wages	
B. Records & Requests	
WAGE RATES & FRINGE BENEFIT PACKAGE.....	5
A. Wage Rates & Fringe Benefit Packages	
B. Continuity of Fringe Benefits	
HOURS, WORKING CONDITIONS & OVERTIME RATES	7
A. Fair Day's Work	
B. Meal Period	
C. Overtime	
D. Reporting & Short Day Pay	

RECOGNIZED HOLIDAYS	8
LIABILITY OF PARTIES	8
GENERAL SAVINGS CLAUSE/FAVORABLE LEGISLATION	8
MARKET/GEOGRAPHIC AREA COMMITTEE.....	9
SUBSTANCE ABUSE.....	9
SAFETY	9
A. No Limitation of Production	
B. Cooperation	
C. Notices	
BUSINESS REPRESENTATIVES.....	10
OTHER CONDITIONS.....	10
TRUST FUND BENEFIT PLANS	11
TRUST FUND BENEFIT HOURLY CONTRIBUTIONS	11
INTENT OF THE PARTIES.....	12
WAGES AND FRINGES - APPENDIX “A”	13
APPRENTICE RATES	17
TUNNEL AND SHAFT WORKERS WORKING RULES - APPENDIX “B”	18
RECOGNITION AND DISPATCH - APPENDIX “C”	20
ATTACHMENT PAGE	25
SIGNATURE PAGE	26
SUBSISTENCE.....	27

AGREEMENT

This Agreement is effective June 1, 2016 by and between The Laborer's Labor Relations Division, Arizona Chapter Associated General Contractors of America, hereinafter referred to as "Employer", and Laborers' Local Union No. 383 hereinafter referred to as the "Union".

PURPOSE

The purpose of this Agreement is to ensure that all work covered by this Agreement shall proceed continuously and without interruption, efficiently, economically and with due consideration for the protection of labor standards, wages and working conditions. The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievance that may arise between the Employer and the Union or its members. To that end, that the Employer and Union are assured of complete continuity of operation without slowdown or interruptions of any kind and that labor-management peace is maintained. In the interest of the future of the construction industry in Arizona, of which labor is a vital part, and to maintain an efficient and competitive posture, the Union and the Employer pledge to work together to effectively utilize labor, equipment, and Employer resources in accordance with this Agreement.

SECTION 1

GENERAL PROVISIONS

- A. Individual Employer -The term "Individual Employer" shall refer to an Employer, signatory to this Agreement, performing work in Arizona.
- B. Employees - This Agreement shall apply to any Employee referred to Employer from the Union, who performs any of the construction work set forth in Sub-section E, "Work Covered", Work Covered. Except that this Agreement shall not apply to superintendents, assistant superintendents, civil engineers and their helpers, timekeepers, messengers, confidential employees and office help.
- C. Term - The term of this Agreement shall be from June 1, 2016 to May 31, 2019, provided that notwithstanding anything herein to the contrary and notwithstanding that an employer may or may not be a member of a multiemployer bargaining unit, any employer signatory to this Agreement may terminate this Agreement by providing written notice of its intention to do so to the Union and such notice shall be effective sixty (60) days from the date of such notice.
- D. Area - This Agreement shall apply to the State of Arizona only.
- E. Work Covered – Subject to Section 1(B) above, this Agreement shall cover and apply to all construction work of the Employer in the area covered by this Agreement falling within the Jurisdiction of the Union, including, but not limited by inference or otherwise, to building construction, demolition and engineering construction, site clearing (excluding the falling and removal of merchantable timber by the purchaser of merchantable timber), pipelines, oil or gas refineries. Survey work is excluded from coverage under this Agreement. All references to

employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees, if applicable.

SECTION 2

MORE FAVORABLE PROVISIONS

In no event shall a contractor signatory to this Agreement be required to pay higher rates of wages and fringe benefits (“rates”), or be subject to more unfavorable working rules (referred herein to as “more favorable conditions”) than those established by the Union for any other contractor engaged in work covered in this Agreement or any other construction agreement negotiated by the Union in Arizona covering the type of work described in this Agreement. For purposes of this section, the phrase “covering the type of work described in this Agreement” includes public (federal, state, county, municipal or any governmental, quasi-governmental or public/private partnership or any combination of the foregoing) and private heavy engineering or highway work (including without limitation, streets, roads, curbs, gutters, sewers and sewage systems and treatment facilities or any other work referenced in this Agreement) residential or commercial work. If there is a provision in this Agreement relating to such work, it shall be deemed to be work covered in this Agreement. No project or any other agreement with more favorable conditions than those specified in this Agreement will be given to any contractor performing work covered in this Agreement unless the Union provides written or electronic notice to the employer association as soon as practicable after the Union agrees to such agreement. In the event that the Union agrees to more favorable conditions described herein, the contractors signatory to this Agreement may invoke this section with respect to the specific type of work performed by the contractor (i.e., residential, commercial, highway) for the duration of the project on which the contractor has been given more favorable conditions and in the county in which the contractor has performed the work. This section shall apply to any renewals or extensions of any collective bargaining agreement (including project agreements). The contractors’ signatory to this agreement will not be required to file grievances before invoking this section, but the Union may challenge the contractors’ invocation of this clause through the grievance procedures of this Agreement.

PREVAILING RATES

Prevailing Rates. Prevailing rates are those wage and fringe benefit rates (“rates”) listed in the Federal Davis-Bacon Specifications. If Davis-Bacon rates are lower than the rates in this Agreement, then the Davis-Bacon rates of pay and fringe benefit contributions at the time a job or project is bid shall be the rates paid on that job or project until its completion, unless Federal law requires otherwise, in which case the contractors signatory to this Agreement shall comply with the requirements of Federal law.

SECTION 3

MANAGEMENT RIGHTS

1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.

2. The Employer will be the judge in determining the competency of craft referrals and employees with the right to hire, reject or terminate accordingly and will be responsible for determining a fair day's work for employees covered by this Agreement.
3. The Dispatcher will refer Laborers according to classification; however, the employer will be the judge in determining the classification of an employee. If the Employer makes a classification change, the Employer will immediately notify the Employee and the Union and recognize the correct rate of pay, should it differ.

SECTION 4

EMPLOYMENT

- A. Selection of Employees: The greatest advantage in working with the Union is the ability of the Employer to acquire an immediate and continuous source of skilled craft persons. Within the Union there exists the capability to activate a recruiting network throughout the United States to ensure a steady flow of skilled craft persons to meet project schedules.
1. The Employer will request and the Union shall refer craft persons for the various journeyman and apprentice classifications covered by this Agreement as required by the Employer on its projects through the Union Hiring Halls set forth in Appendix C. The Union shall refer existing Employees of the Employer.
 2. The Union represents that their local unions through their own Hiring Halls administer and control their referrals in a non-discriminatory manner and in full compliance with Federal, State and local laws and regulations, which require equal employment opportunities and non-discrimination. The Union shall indemnify and hold harmless the Employer from all liability arising from operation of such Hiring Halls.
 3. The Union will exert its utmost efforts to recruit sufficient numbers of craft persons to fulfill the work force requirements of the Employers.
 4. The Union agrees to engage in active recruitment of minority and female applicants and to make every effort to refer to the Employer sufficient numbers of minority and female craft persons to assist in meeting required employment goals.
 5. The Employer shall have the right to free movement of Employees within the geographical area covered by this Agreement.
 6. The Union agrees to conduct a survey amongst its members to determine the skills in the various crafts required under this agreement.
- B. Discharge. The Employer may discharge any Employees for any cause which he/she may deem sufficient, provided there shall be no discrimination on the part of the Employer against any Employee nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his/her work, nor because of race, creed, national origin, age, or sex. Any Employee contesting his/her discharge shall be limited to the grievance arbitration procedure for exclusive final and binding determination.

SECTION 5

WORK STOPPAGES, PICKET LINES & LOCKOUTS

During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, or by any Employee, and there shall be no lockout by the Employer. The Union will not sanction aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at any Employer's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No Employee shall engage in activities, which violate this Section. Any Employee who participated in or encourages any activities, which interfere with the normal operation of the project, shall be subject to disciplinary action, including discharge

SECTION 6

GRIEVANCE PROCEDURE

In the event that a dispute or grievance over the interpretation of this Agreement occurs, the following procedure shall be followed:

Step I:

- A. The local representative of the Employer and the local's union representative shall attempt to settle the dispute on a local basis. The Employer cannot file grievances.
- B. In the event that the dispute cannot be satisfactorily adjusted on a local basis within five (5) working days, the dispute shall be referred to the authorized representative of the Union and the authorized Labor Relations representative of the Employer for immediate review and settlement if possible.

Step II:

Should the authorized representative of the Union and the authorized labor relations representative of the Employer fail to settle the matter within five (5) days after written notification of the dispute (Saturdays, Sundays and holidays excepted) said dispute shall then be referred to exclusive final and binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons furnished by the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected, the case shall be heard and a decision rendered within thirty (30) days. The decision of the arbitrator shall be within the scope and limited to the interpretation of this Agreement or upon the points of issue as stipulated and shall be final and binding upon the Employee and parties. The arbitrator shall promptly render a decision, but not later than 30 days. Expense of employing said impartial arbitrator should be paid equally by both parties.

Notwithstanding any of the preceding steps, no complaint, dispute, or grievance shall be heard under this procedure unless brought to the attention of the Employer in writing within ten (10) days of the occurrence of said complaint, dispute, or grievance.

Employees claiming unlawful discrimination may have separate counsel at their expense and shall use this Procedure or the Employer's Alternative Dispute Resolution Procedure for the resolution of any legal claim or dispute arising from employment.

SECTION 7

SIGNING FORMS

Employees may be required to sign a form which contains the IRS Form W-4 (Employee's Withholding Exemption Certificate), Arizona Industrial Commission Form U- II (Notice to Employees), Arizona employment Security Commission Form ESC 3 (Notices to Employees) Immigration Form 1-9, and Forms required to implement Section 15 of this Agreement.

SECTION 8

PAYMENT OF WAGES

- A. **Payment of Wages.** Each Employee shall be paid wages in full each week before or at quitting time on the Employer's regular payday which is the following week unless specific arrangements to the contrary are made in writing between the Employer and the Union. "In Full" is defined as gross pay less applicable State and Federal taxes and deductions authorized by this Agreement. Employees who quit shall be paid by the next regularly scheduled pay day. Employees who are laid off or discharged shall be paid at the immediate time of termination.
- B. **Records & Requests.** Each Employer shall provide a proper means for registering time, working time and quitting time of its Employees. In the event of a specific dispute regarding time, wages, or fringe benefit payments of its Employees, upon written request by the Union, delivered to the Employer, the records relating to said dispute regarding time, wages, or fringe benefit payments of its Employees, regardless of classification, and the records relating to said dispute shall promptly be accessible to a Business representative, auditor or other official of the Union during working hours.
- C. When Employees are working on a four by ten hour work week basis, they shall be paid at the end of the shift on the last day worked for that week but under no circumstances earlier than Thursday.

SECTION 9

WAGE RATES & FRINGE BENEFIT PACKAGES

- A. **Wage Rates & Fringe Benefit Packages.** The wages, fringe benefits and classifications of Employees covered by this Agreement are set forth in Supplements attached hereto.
- B. **Continuity of Fringe Benefits.** In order to provide a continuity of payments to the same Trust, the Employer shall make monthly contributions to the appropriate Trust Funds(s) for the craft to which the Employee is regularly assigned. In the Event an Employee performs work other than in his/her regular craft, the Employer shall continue to pay the appropriate amount into

his/her regular Craft Trust Fund(s) for all hours paid to the Employee. This practice shall not obligate the Employer to more than one Trust Fund payment per Employee at one time.

- C. 1. The employer shall pay to the Southwest Multi-Craft Health and Welfare Fund the sum designated in Section 19 for each hour paid to employees performing work covered by this Agreement. The employer agrees to become bound by the Agreement and Declaration of Trust establishing the Southwest Multi-Craft Health and Welfare Fund. In addition, the employer approves and consents to the appointment of the Trustees designated by the Southwest Multi-Craft Health and Welfare Fund, and agrees to be bound by all the terms and conditions, provisions, privileges and obligations provided for by the Agreement and Declaration of Trust in their original form and as amended. Any dispute arising in the administration of the Trust shall not be a subject of the grievance procedure.
2. The employer shall pay to the Arizona Laborers' Vacation Trust Fund the sum designated in Section 19 for each hour paid to employees performing work covered by this Agreement. The employer agrees to become bound by the Agreement and Declaration of Trust establishing the Arizona Laborers' Vacation Trust Fund. In addition, the employer approves and consents to the appointment of the Trustees designated by the Arizona Laborers' Vacation Trust Fund, and agrees to be bound by all the terms and conditions, provisions, privileges and obligations provided for by the Agreement and Declaration of Trust in their original form and as amended. Any dispute arising in the administration of the Trust shall not be a subject of the grievance procedure.
3. The employer shall pay to the Laborers' National Pension Trust Fund the sum designated in Section 19 for each hour paid to employees performing work covered by this Agreement. The employer agrees to become bound by the Agreement and Declaration of Trust establishing the Laborers' National Pension Trust Fund. In addition, the employer approves and consents to the appointment of the Trustees designated by the Laborers' National Pension Trust Fund, and agrees to be bound by all the terms and conditions, provisions, privileges and obligations provided for by the Agreement and Declaration of Trust in their original form and as amended. Any dispute arising in the administration of the Trust shall not be a subject of the grievance procedure.
4. The employer shall pay to the Arizona Laborers' Training and Apprenticeship Trust Fund the sum designated in Section 19 for each hour paid to employees performing work covered by this Agreement. The employer agrees to become bound by the Agreement and Declaration of Trust establishing the Arizona Laborers' Training and Apprenticeship Trust Fund. In addition, the employer approves and consents to the appointment of the Trustees designated by the Arizona Laborers' Training and Apprenticeship Trust Fund, and agrees to be bound by all the terms and conditions, provisions, privileges and obligations provided for by the Agreement and Declaration of Trust in their original form and as amended. Any dispute arising in the administration of the Trust shall not be a subject of the grievance procedure.
5. The employer shall pay to the Laborers' Industry Improvement Trust Fund the sum designated in Section 19 for each hour paid to employees performing work covered by this Agreement. The employer agrees to become bound by the Agreement and Declaration of Trust establishing the Laborers' Industry Improvement Trust Fund. In addition, the employer approves and consents to the appointment of the Trustees designated by the Laborers' Industry Improvement Trust Fund, and agrees to be bound by all the terms and conditions,

provisions, privileges and obligations provided for by the Agreement and Declaration of Trust in their original form and as amended. Any dispute arising in the administration of the Trust shall not be a subject of the grievance procedure.

SECTION 10

HOURS, WORKING CONDITIONS & OVERTIME RATES

- A. Fair Day's Work. Employees shall be at their designated place of work by the starting time and shall remain working at their place of work until the quitting time.
- B. Meal Period. An employee will be afforded an unpaid thirty (30) minute meal periods between the third (3d) and sixth (6th) hours of the shift.
- C. Overtime. One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed in excess of forty (40) hours per week. One and one-half (1-1/2) the straight-time hourly rate shall be paid for all work on Sundays and holidays. Work performed on a Sunday because of owners requirements or work that involved a compressed bidding incentive will be paid at a straight time rate upon the mutual agreement of the Union and Employer.
- D. Reporting & Short Day Pay:
 - 1. Except as provided in Subsection D5, an Employee who reports to work and for whom no work is provided shall receive pay equivalent to two (2) hours at the applicable hourly rate provided the Employee is available at his/her work station on the construction site at his/her scheduled starting time, unless the failure to provide work is due to matters beyond the control of the Employer.
 - 2. An applicant for employment who is not qualified shall not receive show-up time.
 - 3. If an Employer has reason to believe that an Employee reporting for work is under the influence of drugs or alcohol or is not physically fit to work, said employee will not be paid show-up time.
 - 4. An Employee who is put to work shall be paid for hours actually worked, but not less than two (2) hours. To be paid, an Employee must stay on the job site for the two (2) hours unless relieved by the Employer.
 - 5. The above reporting pay sections do not apply in the event that an Employee, at his/her own request or due to his/her own fault, is not put to work or the Employer gives a reasonable notice of a change in the scheduled reporting time, or the Employer notifies the Employee not to report for work. The Employee shall keep his/her Employer informed of his/her current address and accessible phone number.
 - 6. The Employer may arrange to provide for a toll free, 800 number and/or radio announcement so that the Employees may determine whether their services are required

on the project any particular day. Such an announcement shall constitute notice under Subsection 5.

SECTION 11

RECOGNIZED HOLIDAYS

Holidays are New Year's Day, Memorial Day, the Fourth of July, Labor Day, President's Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day. When any of these holidays fall on Sunday, the following Monday shall be observed as the legal holiday. No work shall be performed on Labor Day except when life or property is in danger, the appropriate holidays listed above will be celebrated in accordance with the Federal Monday Holiday Act. The Employer, at his/her sole discretion, may shut down operations for one (1) or two (2) weeks in conjunction with the Christmas Holiday for the purpose of operational efficiency. Such Employer decision will be communicated to the Union and to the employee at least forty-eight (48) hours prior to such shutdown. The Employer and the Union may mutually agree to other changes in the work schedule.

SECTION 12

LIABILITY OF PARTIES

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union or the Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

SECTION 13

GENERAL SAVINGS CLAUSE/ FAVORABLE LEGISLATION

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such law, rulings, or regulations; nevertheless, 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 portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

SECTION 14

MARKET/GEOGRAPHIC AREA COMMITTEE

The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain market and/or geographic areas and the necessity of the Employers to maintain competitive positions in those areas in order to protect and assure the continued work opportunities of the Union Employees covered by this Agreement.

The parties hereby establish a Market/Geographic Area Committee composed of a representative of the Employer and representatives of the Union. The Committee shall evaluate market or geographic area requests for changes or modifications believed necessary to meet competition and determine if adequate economic justification is present to support such a change or modification by mutual agreement.

SECTION 15

SUBSTANCE ABUSE

The Union agrees that an Employer may establish a lawful program to deal with drug and/or alcohol abuse problems from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee.

SECTION 16

SAFETY

- A. No limitation of Production. Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required doing any work.
- B. Cooperation. The Union shall cooperate with the Employer in the carrying out of all such Employer's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement, and in carrying out and adhering to all of the applicable State and Federal safety laws. Any Employee may be discharged for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable statutes. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent safety rules to protect the health and safety of the Employees. It shall be the exclusive responsibility of the Employer to insure compliance with safety standards and rules.
- C. Notices: Nothing in this Agreement is intended to make the Union liable to anyone in the event that injury or accident occurs. Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole, not in conflict with the provisions of this Agreement.
- D. The parties agree that a "safety incentive program" be established through the Southwest Multi-Craft Health and Welfare Trust and that this program be implemented through procedures established by the Trustees and conforming as best as possible to procedures followed by other crafts with "safety incentive programs."

SECTION 17

BUSINESS REPRESENTATIVES

A. Business Representative. A Business Representative(s) of the Union shall be permitted on all jobs, but shall not interfere with the work.

1. Provision shall be made by the Employer for the admission of such Business Representative(s) to the job site of the Employer at all reasonable times and places where work is being performed by the Employer or by any subcontractor signatory hereto of any tier of the Employer.
2. The Business Representative(s) so admitted shall concern themselves only with work; equipment and Employees covered by this Agreement.

B. Union Steward.

1. The Union may designate one or more of the employees per job site to act as Steward. The Union shall notify the Employer in writing as to the identity of the designated Steward. In performing his duties, the Steward shall not hinder or delay the performance of his or another employee's work.
2. The Steward shall not receive, nor solicit grievances.
3. The Employer will not afford the Steward(s) preferential treatment.
4. The Steward shall be a working employee appointed by the Union who shall perform his steward duties without unduly stopping the productivity of other employees or himself. He shall not be discriminated against in any manner by the Employer or its representatives on the basis of his Union activities.
5. Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Company and its employees, the Company reaffirms its commitment to the active involvement in such processes in accordance with the terms of this Article.

SECTION 18

OTHER CONDITIONS

- A. The Employer will provide potable ice water as conditions may require. The Employer will provide suitable sanitary facilities.
- B. If an Employee sustains an injury on the job, he/she shall first report his/her injury to the supervisor for medical attention or first aid, and if he/she is unable to work the rest of the day he/she shall be paid for the full day.

SECTION 19

TRUST FUND BENEFIT PLANS

The Employer agrees to make the required contributions to the Southwest Multi-Craft Health and Welfare Fund, the Laborers' National Pension Trust Fund, the Arizona Laborers' Vacation -Dues Supplement Trust Fund, and the appropriate plans adopted, amended and modified thereunder. The Employer agrees to pay hourly contributions for each hour paid for including overtime pay, shift pay, show-up pay and similar payments in accord with the following schedule:

TRUST FUND BENEFIT HOURLY CONTRIBUTIONS

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
Health and Welfare	\$3.60	\$3.60	\$3.70
Pension	\$1.10	\$1.10	\$1.10
**Industry Improvement Fund	\$1.40	\$1.50	\$1.60
**Vacation	\$0.50	\$0.50	\$0.50
Training and Retraining	\$0.31	\$0.31	\$0.31

*** Deducted from wages with a properly signed and executed authorization form.*

The Union may reallocate money from the base wage or scheduled wage increase for necessary contribution changes to the Health & Welfare and/or Pension Trust Funds. Changes in contributions to: Training and Retraining; Vacation; and Industry Improvement Fund shall be mutually agreed upon by the management’s collective bargaining unit and the Union. Each employer will have reasonable time to make the payroll adjustments. If any of the fringes are reduced over the life of this agreement, the reduction will be added to the employee’s base wage.

SECTION 20

INTENT OF THE PARTIES

The parties agree that the total results of their understanding are embodied in this Agreement, including addenda, and neither party is required to render any performance or recognize any practice not set forth herein.

Classifications and Wages Rates

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
GROUP I:	\$17.18	\$17.93	\$18.58

General Labor

All tenders not herein separately classified

Astro-Turf Layer

Cesspool Diggers and Installers

Chat Box Man

Chipper (clearing and grubbing)

Clean-Up, Bull Gang & Trackman – Railroad

Dumpman and/or Spotter

Fencing: The installation of all forms of fencing (including temporary fencing) of any type or material including but not limited to, chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corals, pens, runs or enclosures. Metal and wood guardrail, recreational game equipment including swings, slides, climbing structure, basketball backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification signpost. All post hold drilling or excavation and the driving of fence post for the work described above. The loading, moving and unloading of fencing materials.

Flagger

Floor Sanders (concrete)

Form Stripper

Kettleman-Tarman

Manually Controlled Signal Operator

Packing Rod Steel and Pans

Powderman Tender

Pre-Wet Labor

Rip Rap Stone Man

Rock Slinger

Scaffold Labor

Traffic Control by any method (including assisting in the moving and installation of construction signs, barriers barricade, delineators, cones, etc.)

Shop Helper

Spikers, Wrenchers-Cresote Tieman

Tool Dispatcher or Checker

Window Cleaner

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
GROUP II:	\$18.08	\$18.83	\$19.48
Pipe Helper			
Asphalt Laborers			
Bander			
Cement Mason Tender			
Concrete Mucker			
Concrete Laborer (belt, pipe and/or hoseman)			
Cutting Torch Operator			
Fine Grader			
Guinea Chaser			
Power Type Concrete Buggy			
Sandblaster (pot tender)			

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
GROUP III:	\$18.78	\$19.53	\$20.18

Concrete Small Tools
(Hilti, Vibrator, Chipping Hammer)
Cement Finisher, Helper
Chain Saw (on clearing & grubbing)
Compaction Tool Operator
Concrete Vibrating Machines
Cribber and Shorer (except tunnel)
Electric tools
Hydraulic jacks and similar mechanical
Operator and tender of pneumatic and
Pipe Caulker and/or Backup Man – Pipeline
Pipe Wrapper
Pneumatic Gopher
Pre-cast Manhole Erector
Riggers & Signal Man – Pipeline

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
GROUP IV:	\$19.72	\$20.47	\$21.12

Air and Water Washout Nozzleman
(low and high pressure)
Asphalt Raker I
Bio-Filter, Pressman, Installer, Operator

GROUP IV (Cont.)
Certified Scaffold, Laborer

Concrete Cutting Torch
 Concrete Saw (hand-guided)
 Driller (jackhammer and/or pavement breaker)
 Grade Setter (pipeline)
 Guniting (gunman, mixerman, rodman)
 Hand-Guided Trencher and similarly non-metallic transite and plastic pipe, operated equipment.
 Pipe Layer including, but not limited to water pipe, sewer pipe, drain pipe, and underground tile pipe and conduit.
 Sandblaster (nozzleman)
 Scaler (using boson's chair or safety belt)
 Tamper (mechanical – all types)
 Chuck Tender (except tunnel)

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
GROUP V:	\$20.58	\$21.33	\$21.98

Lead Pipe Man
 AC Dumpman
 Asbestos Abatement
 Asphalt Raker II
 Drill Doctor and/or Air Tool Repairman
 Driller – core, diamond, wagon, air track,
 Form Setter and/or Builder
 Form Setter/Finisher I
 Hazardous Waste, Removal
 Hydrasonic, powderman
 Joy, Mustang, PR-143, 220 Gardner-Denver.
 Lead Abatement
 Process piping
 Scaler (driller)
 Water Blaster Operator
 Welder and/or Pipelayer installing

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
GROUP VI:			
CONSTRUCTION SPECIALIST (I)			
NON – CDL	\$20.58	\$21.33	\$21.98
CDL	\$21.55	\$22.30	\$22.95

Forklift
 Sky Lift/Scissor Lift
GROUP VI (Cont.)
 Trencher
 Certified Hazardous Waste Worker

Certified Lead Remover
 Licensed Pest Technician
 Hydro Mobile Scaffold Builder
 Radiation Worker

EFFECTIVE	EFFECTIVE	EFFECTIVE
6-1-16	6-1-17	6-1-18

GROUP VII:
 CONSTRUCTION SPECIALIST (II)

Finisher II	\$21.55	\$22.30	\$22.95
Finisher III Form setter	\$22.65	\$23.40	\$24.05
Finisher, bridge finisher	\$22.65	\$23.40	\$24.05

Tunnel Laborers Wage Rates & Classifications

Classifications and Wages Rates

EFFECTIVE	EFFECTIVE	EFFECTIVE
6-1-16	6-1-17	6-1-18

GROUP I:	\$24.81	\$25.56	\$26.21
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Bull Gang, Muckers, Trackman
 Dumpmen
 Concrete Crew (Including Rodders & Spreaders)
 Group Crew
 Swamper (Brakeman & Switchman on Tunnel Work)
 Change House Man

EFFECTIVE	EFFECTIVE	EFFECTIVE
6-1-16	6-1-17	6-1-18

GROUP II:	\$25.19	\$25.94	\$26.59
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Nipper
 Chucktender & Cabetender
 Vibratorman, Jack Hammer, Pneumatic Tools (except driller)

EFFECTIVE	EFFECTIVE	EFFECTIVE
6-1-16	6-1-17	6-1-16

GROUP III:	\$25.47	\$26.22	\$26.87
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Grout Gunman

EFFECTIVE	EFFECTIVE	EFFECTIVE
6-1-16	6-1-17	6-1-18

GROUP IV:	\$26.29	\$27.04	\$27.69
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Timberman, Retimberman Wood or Steel Blaster, Driller, Powderman
 Cherry Pickerman

Powderman – Primer House
 Bull Gang Foreman
 Steel Form Raiser & Setter
 Kemper & Other Pneumatic Concrete-Placer-Operator
 Miner-Finisher
 Miner-Tunnel (Hand or Machine)

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
GROUP V:	\$26.80	\$27.55	\$28.20
Diamond Drill			

	EFFECTIVE 6-1-16	EFFECTIVE 6-1-17	EFFECTIVE 6-1-18
Group VI:	\$27.31	\$28.06	\$28.71
Shaft & Raise Miner & Welder			

Special-Shifter. Fifty cents (\$.50) above the highest man under his/her supervision.

Apprentice Rates

The apprenticeship rates are a percentage of the base with full fringes for the type of work being performed. Apprentice Rates will also comply with the Apprenticeship Standards that are approved by the State of Arizona.

Apprentice Wages:

First year:

1st 1,000 Hour Period: 80% of journeyman performing the same work

2nd 1,000 Hour Period: 85% of journeyman performing the same work

Second year:

1st 1,000 Hour Period: 90% of journeyman performing the same work

2nd 1,000 Hour Period: 95% of journeyman performing the same work

Tunnel & Shaft Workers'
Special Working Rules

The following Special Working Rules and Conditions, in addition to those rules contained within the current statewide collective bargaining Agreement between the Arizona Chapter, Associated General Contractors and the Laborers' Local #383 shall be applicable to all employees engaged in Tunnel Work as defined hereinafter. Where conflict arises between the foregoing working rules and these special working rules, the following rules shall apply with respect to tunnel work as herein defined.

- A. Definition of Tunnel work: Tunnel work shall be defined as the actual boring, driving and/or concreting of tunnels, adits ("headings"), slopes, shafts and raises. The special working rules for tunnels do not apply unless employees are regularly assigned to actual tunnel work and are exposed to tunnel hazards.
- B. Portal-to-Portal Pay:
 - 1. The Contractor shall pay employees covered by this Agreement working within the tunnel, adits ("headings"), or shafts, or on a portal-to-portal basis as follows: The hours of employment of such employee shall commence at the portal of the tunnel, adit, or shaft at which he/she is directed by the Contractor to report for work on his shift and shall end at such portal.
 - 2. If a change house is located more than 1,250 feet from a portal, adit or shaft, then the time of work shall start, for pay purposes, at the change house.
- C. Change House:
 - 1. The Contractor shall establish and maintain a change house within a reasonable distance of the job operation, which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men/women in each crew.
 - 2. Short, dry tunnels (500 feet or less) are exempted from the provisions of this rule if bathing facilities are generally available in nearby living areas.
- D. Direct support work: After a tunnel or shaft is started, any person employed to maintain the facilities at a change house in a safe, sanitary and clean condition, and employed in direct support of the tunnel or shaft performing the following work such as the loading and unloading of materials and supplies, or the manufacture or assembly of concrete rings, or the assembly of steel rings, laying or the maintenance of track, within 1,000 feet of the portal, shall be covered by this Agreement.
- E. Completed Tunnel: When the tunnel is completed, any additional work shall be subject to underground premium only.
- F. Regular Work Hours: Seven (7) consecutive hours of actual work at the designated points of work, excluding meal period, to begin at 7:00, 7:40 or 8:00 am, shall constitute a regular days work for which eight (8) times the straight time hourly rate shall be paid on all shifts.

- G. Shift Work: Shift work may be worked whenever the Contractor chooses, by notifying in writing the Local Union involved, prior to the start of the shift, stating that the shift work will run for five (5) or more consecutive days; otherwise he/she shall have to pay overtime at the applicable rate. When shift work is worked, there shall be not more than two (2) hours between shifts, regardless of other provisions of this Agreement. This includes heading crews, i.e. concrete crew, bullgang, dumpman, retimberman, or any other crew doing work in the tunnel, which comes under the terms of this Agreement.
- H. Maintenance Work: Workers employed on Saturdays, Sundays and holidays to perform repair or maintenance work, this is, work other than actual construction work, shall be paid at time and one-half (1 ½) the regular straight-time rate. Any worker who works on Sundays or holidays in the repair or maintenance crew shall have the following Monday of day following the holiday off; and, if such worker is required to work on such Monday or day following the holiday, then he/she shall be paid at double the regular straight-time rate for the hours of work performed on such Monday or day following the Holiday.
- I. Tunnel Safety: An effective and workable safety program should be planned in advance and adhered to. Workers should be thoroughly instructed in safety rules and required to observe them at all times. They should report immediately any unsafe condition observed. Safety meetings shall be held at least every seven (7) days on each particular shift or crew.
- J. Equipment for Health and Safety: The Contractor will furnish free of charge to all workers connected with tunnel or shaft operations, including but not limited to boots, hard hats, waterproof clothing, gloves and all other necessary equipment to protect employees and keep them dry.

It is recognized that general jurisdiction over work in construction of tunnels belongs to the Laborers International Union of North America.

RECOGNITION & DISPATCHING OF WORKERS

A. Coverage:

1. The Employer hereby recognizes the Union signatory hereto during the term of this Agreement as the bargaining representative of all employees of the Employer signatory hereto pursuant to Section 8 (f) of the National Labor Relations Act, excluding Executives, Superintendents, Assistant Superintendents, Civil Engineers and their Helpers, Master Mechanics, all supervisory employees such as general Foreman, Timekeepers, Messenger Boys and Office Workers, except as otherwise herein covered.
2. Any Local Union newly chartered by Laborers' International Union of North America, during the time hereof and to whom is assigned a work jurisdiction such as is covered by this Agreement shall, if it elects to do so, notify the Employer Party hereto that it desires to become a Party to this Agreement; and shall there upon likewise be recognized as an exclusive collective bargaining representative, and for all purposes after such notice shall be deemed a Party to this Agreement.
3. The Union hereby recognizes the Employer who is signatory hereto as the sole and exclusive collective bargaining representative for the Employer.

B. Hiring Hall Provision:

The Employer will requisition all workers who are to be employed in the bargaining unit from the local hiring hall of the Union having area jurisdiction of the particular craft or skill involved. The Union will immediately dispatch such workers as have been requisitioned on a nondiscriminatory basis in accordance with the dispatching rules as stated in paragraph D hereof, However, it is understood and agreed that all such dispatching and the operation of any hiring halls that may be maintained by the Unions shall be subject to, and shall be governed by, the following conditions:

1. Selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by union Membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, or on race, color, creed, national origin, sex or age.
2. The Employer retains the right to reject any job applicant referred by the Union.
3. Workers shall not be referred to a Contractor who is not a signatory to an agreement with the Union.
4. If the Union is unable to supply qualified workers within 48 hours then the Employer may secure such workers from any other source available. However, in any such event, the Employer will notify the Union immediately when such workers are hired. The Union may make arrangements for proper referral.

C. Hiring Hall Violations: Alleged violation by the Employer of the provision of this SUPPLEMENT D as to proper referral shall be subject to the provision of Section 6 of this Agreement.

D. Dispatching Procedures: The following procedures shall be forthwith placed in effect at all Union dispatching offices pursuant to the provisions of this agreement covering construction in the State of Arizona.

1. The Employer has agreed that he/she may first call the dispatching office for all workers. If Union agents are asked to supply workers, they shall promptly relay such request to the appropriate dispatch office for servicing the request. Union dispatching offices shall normally remain open from 7:30 a.m. to 4:30 p.m., Monday through Friday (Holidays listed herein excluded), however, this provision shall be satisfied where, if such hours are not maintained, an alternate phone number has been made reasonably available to the Contractor. The Union shall make available after-hours, telephone numbers to the Contractor on request.

2. A written referral will be given to each worker dispatched to a job. This is not a Union "clearance" but rather, written evidence in the worker's possession that he/she has been dispatched in accordance with the applicable Labor Agreement.

3. Each dispatching office shall maintain a current appropriate registration lists or cards and referral will be made in the following by order of preference:

a. Journeyman Workers - Workers who are properly qualified (as hereinafter provided), whose names are properly registered and who have been formerly employed for a period of at least sixty (60) days by any Employer signatory to an agreement with the Union is a craft covered by this SUPPLEMENT D, in the State of Arizona within the immediately preceding two (2) years.

1. Contractors may requisition a worker specifically by name from Group "A" for the same craft in which he/she was previously employed said worker is properly registered and available for such employment.

b. Apprentice Workers - workers who are properly qualified as apprentices and whose names are properly registered, are available for employment per the apprenticeship standards.

4. For purposes of hiring, all officers and business representatives of the Union, upon returning to employment at their respective trades, shall be considered to have been employed by the Contractor signatory hereto.

5. When the Contractor needs foremen*, key men** or specialized workers**, there shall be a conference at which the foreman or key or specialized workers and the date or the commencement of their employment shall be stated by the contractor and the Contractor may hire such workers. Such a worker shall be dispatched by the craft according to the dispatching procedures. But a worker so hired can remain on the job

in the "foreman" classification only. **Workers possessing special mental or mechanical skills.

6. Where a worker is not called by name the dispatcher shall be delegated the authority to qualify him/her under the classification ordered. The qualification discretion hereby specifically delegated to the Union dispatching office shall include ranking workers according to previous experience, such

7. Notwithstanding the stated order of preference in these dispatching procedures, and notwithstanding any other provision in this Agreement, a dispatching office may give first priority preference to any classes protected by the Civil Rights Act, who are properly registered, where reasonably necessary to comply with "Affirmative Action Plans" which are conditions of federally or state assisted construction or which are established from time to time by the Union and Employer, in concert with each other, as part of a community action or industry plan.

- E. Hiring Hall Inspection: There shall be complete right of inspection of dispatching operations by authorized representatives of the Contractor, such right to be subject to reasonable restrictions such as written notice to authorities in charge, reasonable hours, and no harassment.
- F. Registration: No worker shall be refused registration or dispatchment because of his/her Union or non-Union status, if he/she is otherwise entitled to dispatchment. Preference in dispatchment is based solely upon the requirements of Paragraph 5 above.
- G. Qualifications of Workers: It is the responsibility of the dispatcher to determine, in the first place, the proper Group in which to place the registrant subject to Section 3 (3) of this Agreement. This normally will be based upon information or papers, which the worker supplied. If any doubt exists as to the registrant's proper placement the dispatcher may call prior employers or make other prompt investigations to get the facts needed. Similarly, the dispatcher should make an appropriate notation, where necessary, of the qualifications of the applicant, or his/her related experience to assist in sending workers meeting the Employer's stated requirements, Any dispute which may arise relative to which list a registrant should be placed upon or as to competency, shall be settled as follows:
 - 1. The registrant shall file with the dispatching office a written request for review of the disputed matter within ten (10) days after the dispute arises. He/she shall also, at that time, deposit with the Dispatching office a cash bond in the sum of Thirty Dollars (\$30.00) which sum shall be used solely toward paying his/her share in the referee's fees.
 - 2. The Local Union will initiate and arrange to have an impartial referee review the dispute within ten (10) days after the written request has been filed. The referee will fix time and place of an informal hearing and notice thereof will be given to the registrant by the Union, as soon as possible.

3. The referee will examine all material evidence submitted by the registrant and the Union, and will conclusively decide which Group the registrant should be placed in and as to what qualifications the registrant has. The Union will then register and classify the registrant accordingly. Nothing contained herein, however, may be interpreted to permit or grant power to the referee to alter, amend, modify or otherwise change any term or condition of the Collective Bargaining Agreement or these dispatching procedures.
 4. The referee will be selected from the clergy or from some other group not directly associated with management or labor.
 5. The referee's fees will be borne equally by the Union and the registrant, except that the registrant shall in no circumstances be required to pay a sum in excess of Thirty Dollars (\$30.00). The registrant's share shall be taken out of the Thirty Dollars (\$30.00) bond on file with the dispatching office and any excess shall be returned to the registrant as soon as possible.
- H. Dispatching Rules: Dispatchers shall hand each registrant on list "B", a copy of the "Dispatching Rules" and registrant should sign and return such form to indicate his/her awareness of the Rules. Received Rules should be kept for a period of six (6) months, filed by dates.
- I. Position on List: If registrants inquire, they should be informed if workers are registered who are higher in preference than they.
- J. Available for Work: "Available for Work" means that the registrant must be present at the time and place uniformly required for dispatchment and be ready, able and willing to go to the job site and perform the work for which he/she is being dispatched. The practice of each dispatching office shall be uniform as to all registrants, with respect to physical presence in the office at given hours, or telephoning in, being available at a telephone, etc. and registrants shall be informed of the practice.
- K. Hiring Hall Modifications:
1. In the event Federal Legislation, any Federal Court of Appeals decision, of the NLRB determines or established that any portion of these hiring hall/ dispatch procedures are illegal, such portion shall be modified to be in compliance with said decision and should:
 2. In the event the parties cannot reach an agreement within thirty (30) days from the date of said reopening, then the Parties shall mutually delegate authority to the Dean of the Law College at the University of Arizona, or his/her nominee, to review and modify, after opportunity afforded to each part to make argument and present pertinent evidence, said portion of these hiring hall/dispatch procedures in such a manner that it will:
 - a. Conform to the then existing law or decision, and
 - b. Conform as nearly as is legally possible to the present language, meaning, and intent of this hiring hall/dispatch procedure.

3. All expenses incurred in the administration of this Section K shall be borne equally by the Parties hereto, except that the individual legal fees shall be borne by the respective parties incurring such fees.

4. Should any portion of these hiring hall/dispatch procedures be declared illegal, then, upon exhaustion of the thirty (30) day negotiation period, the Union agrees to accept from that date forward all responsibility and to save the Employer harmless for any backpay liability incurred by the Employers signatory hereto as a result of the operation of the hiring hall until revision has been made in the manner above provided.

5. If, after such a revision, the original language of this hiring hall/dispatch procedure is again indicated to be legal then this hiring hall/dispatch procedure shall immediately and automatically revert to such original language upon written notice by the Union.

6. The Union agrees to hold the Employer harmless for any liability arising out of the improper administration by the Union of the referral procedure.

L. Apprenticeship: After June 1, 2004, all new referrals will enter the Laborers through the apprenticeship program under the guidelines established by the 2001 22nd International Laborers Convention mandates.



Building Arizona Since 1934



ARIZONA CHAPTER
ASSOCIATED GENERAL CONTRACTORS

AGREEMENT BETWEEN

LABORERS INTERNATIONAL UNION
OF NORTH AMERICA (LIUNA)
Local Number 383

This contract expires May 31, 2019.

**Laborers' International Union of North America
Local Union No. 383**

By: Raymond Montoya
Title: Business Manager
Date: June 1, 2016

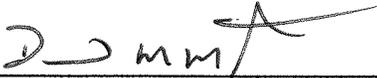
**Arizona Chapter
Associated General Contractors of America, Inc.
1825 W. Adams
Phoenix, AZ 85007**

By: David M. Martin
Title: President
Date: June 1, 2016

SIGNATURE PAGE

FOR THE EMPLOYERS

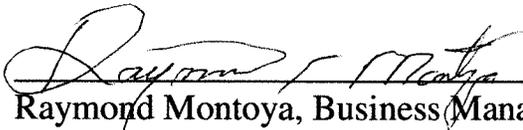
**THE ARIZONA CHAPTER,
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.,**

By: 
David M. Martin, President

Dated: 7/7/16

FOR THE UNION

LABORERS' LOCAL UNION No. 383

By: 
Raymond Montoya, Business Manager

Dated: 07/07/16

By: 
R.J. Montoya, President

Dated: 7/7/2016

The Arizona Chapter Associated General Contractors has bargaining rights for the Laborers for the following contractors:

J. Banicki Construction, Inc.
Kiewit Infrastructure West Company
Pulice Construction Inc.

Relating to Wages - Side Agreement / Letter of Understanding: This side letter is a formal part of the Agreement and must be signed in addition to the Agreement.

- **Subsistence pay is to be allocated to all labor classifications per the following schedule:**

Class "A" Cities

Phoenix • Tucson • Flagstaff • Yuma

0 – 70 miles

71 – 100 miles

101 and over

\$40.00 per day

\$50.00 per day

Class "B" Cities

Payson • Show Low • Prescott • Parker • Globe

0 – 50 miles

51 – 100 miles

101 and over

\$40.00 per day

\$50.00 per day

Workman's Residence – A bonafide local resident shall have a zone around his residence the same as an "A" City.

For the Union

Raymond J. Montoya

Title

Business Manager

Date

July 7 2016

For the Employer

D. Summit

Title

President

Date

7/7/16

Employer Name

Arizona Chapter Associated General Contractors