

ENVIRONMENTAL PARTNERING PROJECT AGREEMENT

between

and the

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO
FOR AND ON BEHALF OF AFFILIATED DISTRICT COUNCILS AND
LOCAL UNIONS**



DECEMBER 1999

**LIUNA ENVIRONMENTAL PARTNERING PROJECT AGREEMENT
TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	Purpose	1
II	Scope of Agreement	2
III	Union Security	3
IV	Referral of Employees	3
V	Key Men	5
VI	Management Rights	7
VII	Hours of Work, Overtime, Shifts and Holidays	7
VIII	Wage Scales and Benefits	9
IX	Grievance Procedure	11
X	Jurisdictional Disputes	13
XI	General Working Conditions	13
XII	Safety	15
XIII	Work Stoppages and Lockouts	16
XIV	Payment of Wages - Checking In and Out	17
XV	Union Representation	18
XVI	Subcontracting	18
XVII	General Savings Clause	19
XVIII	Duration	20

XIX	Acceptance of Agreement	20
	Addendum A - Job Notification Form	21

ENVIRONMENTAL PARTNERING PROJECT AGREEMENT

between

CONTRACTOR

and the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

This Agreement is made and entered into this day of , 20__ by and between **CONTRACTOR** (hereinafter referred to as the "Employer") and the Laborers' International Union of North America, AFL-CIO (hereinafter collectively referred to as the "Union") for and on behalf of its affiliated Districts Councils and Local Unions for Environmental Remediation Projects.

ARTICLE I

PURPOSE

Section 1. The purpose of this Agreement is to promote efficiency of operations on the project and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work.

Section 2. The Employer and the Union desire to mutually establish and stabilize wages, hours and working conditions for the workers employed under this Agreement by the Employer, and further, to encourage close cooperation between the Employer and the Union to the end that a satisfactory, continuous, and harmonious relationship will exist between the parties to this Agreement.

Section 3. The Union has established environmental remediation and hazardous waste training programs which meet or exceed all of the requirements of the federal regulations.

Section 4. The Union has in its Local Union membership throughout the United States the competent, skilled, qualified and certified workers required to perform the work incidental to the effective accomplishment of this project.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. It is the intent of the parties that this Agreement be utilized as a stabilization agreement for environmental remediation projects. Extensions for this Agreement shall be sought by the Employer, in writing, on an individual location basis via the completion of Addendum A. This International Union hereby notifies signatory contractors that its current policy is to deny requests for extension of this Agreement in an area where there is an established local Collective Bargaining Agreement for Hazardous Waste Abatement.

Section 2. The Employer recognizes the Union as the sole and exclusive bargaining representatives for all employees performing work coming within the recognized trade jurisdiction of the Union. This Agreement is between the Employer and the International Union.

Section 3. This Agreement shall not apply to executives, engineers, technicians, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers, guards, or other nonmanual employees.

Section 4. This Agreement represents the complete understanding of the parties; and the Employer shall not be required to sign any other agreement during the performance of the work described herein, except such participation agreements, relating to the payment of fringe benefits, which may be required by any fringe benefit trust fund.

Section 5. Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will

not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

Section 6. This Agreement shall supersede all other agreements between the Employer and any Local of the Union for any work covered herein.

Section 7. The liability of the Employer and the liability of the Union shall be several and not joint.

ARTICLE III

UNION SECURITY

Section 1. The employees covered by this Agreement shall become and remain members of the Union as a condition of employment from the seventh (7th) but not later than the eight (8th) day of employment, or the effective date of this Agreement, whichever is later.

Section 2. It is further agreed that all Union members employed by the Employer shall maintain their membership in good standing in the Union.

Section 3. Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall, upon the request of the Union in writing, result in the termination of such employee.

ARTICLE IV

REFERRAL OF EMPLOYEES

Section 1. The Employer shall have the right to select and hire directly all supervisors it considers necessary and desirable. Applicants for the various classifications covered by the Agreement required by the Employer on its projects shall be referred to the Employer by the Union and/or its respective Local Unions. The Employer shall have the right to determine the competency of all employees, the right to determine the number of employees required, and the sole responsibility for selecting the employees to be laid off, discharges, suspended or

disciplined for proper cause. The Employer shall also have the right to reject any applicant referred by the Union and/or its respective Local Unions.

Section 2. The Union represents that its Local Unions administer and control their referrals and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and nondiscrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

Section 3. In the event the referral facilities maintained by the Local Unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excluded), the Employer may employ applicants from any source.

Section 4. The Employer agrees to be bound by the hiring referral rules in a local area not inconsistent with the terms of this Agreement. Where the hiring referral rules that prevail in a local area are on other than an exclusive basis, such rules shall be applicable if not in violation of either state or federal law.

Section 5. The Union and its respective Local Unions will exert their utmost efforts to recruit sufficient number of skilled and certified craftsmen to fulfill the manpower requirements of the Employer.

Section 6. Where government agencies impose equal employment obligations on the Employer's project, referral procedures shall be subordinate to such obligations.

Section 7. The Employer shall have the right to recall to employment within six months of layoff employees previously assigned to work covered by this Agreement.

Section 8. In referring to employees in this Agreement, the masculine gender is used for convenience only and shall refer both to males and females.

ARTICLE V

KEY MEN

Section 1. The Employer shall have the right to employ a number of key employees. The term “key men” shall be defined as a limited number of regular employees who have the experience and qualifications necessary to do the work, and who are necessary to the Employer’s efficiency in carrying out the work covered by this Agreement. The Employer shall furnish the Union with the names and social security numbers of all key employees when employed on the job (see Addendum A).

Section 2. Fringe benefit contributions that are worker-specific, e.g., pension, health and welfare, pre-paid legal, annuity or vacation, shall be paid to funds of the home local (as designated by the key man or traveler) at the rate normally charged by the home local fund (if the key man does not designate a home local, all contributions will be made to, and the key man will participate in, worker-specific funds of the work local.) If the home local fund accepts multi-level contributions, the rate shall be that under which the key man is normally covered. If the home local rate for the aggregate of all worker-specific funds is less than the rate of the aggregate of those benefits for the work local, the difference will be added to the worker’s wages. If the area agreement of the work local union provides for a worker-specific fringe benefit not provided by the home local, the amount of that benefit will be added to the worker’s wages. In no case will the worker’s wages be reduced.

Section 3. If the home local fund refused to accept a worker-specific contribution and both the work and home local funds are bound to a reciprocal agreement, contributions will be made into the funds of the work local at the rate appearing in the area agreement for the work local. If the home local fund refuses to accept a worker-specific contribution and the work and home local funds are not bound to a reciprocal agreement, the amount of all worker-specific benefits will be added to the employee’s wages, except for health and welfare coverage. If health and

welfare coverage is not provided through the home local, a key man's health and welfare contributions shall be made to, and he or she shall participate in, the work local health and welfare fund.

Section 4. Fringe benefits that are not worker-specific, e.g., LECET or training, will be paid to the work local fund at the normal rate for that fund.

Section 5. The contractor shall advise the union at the pre-job conference of the manner in which benefit contributions for each key man will be treated pursuant to the foregoing rules (subject to the specific terms of any union security or checkoff provision, or authorization card, regular dues are to be remitted to the home local at the home local rate and working dues to the work local at the work local rate). Notwithstanding Section 1, at the pre-job conference the union may direct that vacation contributions are to be paid to the work local fund at the work local rates.

Section 6. Where an employee directs that contributions for worker-specific benefits be remitted to his or her home local, that employee shall not be entitled to benefits from the worker-specific funds of the work local, except for health and welfare coverage when provided pursuant to Section 2 above.

Section 7. The contractor agrees to be bound to the various agreements and declarations of trust, and amendments thereto, of the funds of the home local designated by a key man. The contractor authorized the parties to such trust documents to name trustees and successor trustees and to administer the trust. However, no term or amendment of such trust agreement or declaration shall bind the contractor of any financial obligation beyond that set forth in this agreement.

ARTICLE VI
MANAGEMENT RIGHTS

Section 1. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE VII
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The standard workday shall consist of eight (8) hours of work between 6:00 a.m. and 6:00 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

Section 2. Any employee reporting for work and for whom no work is provided, due to inclement weather or other conditions beyond the control of the Employer, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts to work and works beyond the two (2) hours will be paid for actual time worked. Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the Employer's principal supervisor or designated representative. The provisions of this Section are not applicable where the employee voluntarily quits or lays off, in which case the employee shall be paid for the actual time worked.

Section 3. All time before and after the established work day of eight (8) hours, Monday through Friday, and all time on Saturday shall be paid at the rate of time and one-half. All time on Sundays and the Holidays stated in Section 8 shall be paid for at the rate of double time.

Section 4. It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such case, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

Section 5. Shifts may be established when considered necessary by the Employer.

a. Shift hours and rates will be as follows:

First Shift: Eight (8) hours pay for eight (8) hours worked plus one-half (1/2) hour unpaid lunch period.

Second Shift: Eight (8) hours pay for seven and one-half (7 ½) hours worked plus one-half (1/2) hour unpaid lunch period.

Third Shift: Eight (8) hours pay for seven (7) hours worked plus one-half (1/2) hour unpaid lunch period.

b. Shifts may be established and continue for a minimum of three (3) consecutive work days.

c. If only two (2) shifts are to be worked, the Employer may regulate starting times of the two (2) shift operations to permit the maximum utilization of daylight hours.

Section 6. In lieu of Section 5 above, the Employer may establish one (1) or two (2) four (4) day ten (10) hour shifts at the regular straight time hourly rate of pay, Monday through Thursday. These shifts are exclusive of a thirty (30) minute unpaid lunch period. The day shift shall start work between the hours of 6:00 a.m. and 8:00 a.m. and the second shift shall start work at a time designated by the Employer. The day shift shall work four (4) days at ten (10) hours for ten (10) hours pay. The second shift shall work four (4) days at nine and one-half (9 ½) hours for ten (10) hours pay. Straight time is not to exceed ten (10) hours a day or forth (40) hours per week. Staggered starting times may be established for various

work operations. The Employer will notify the Union at least three (3) working days prior to starting a four (4) day ten (10) hour shift.

- a. If employees lose ten (10) or more straight time hours in any given week due to weather, or other conditions beyond the control of the Employer; the Employer, at his option, may schedule a voluntary make-up day on Friday (if a four (4) day week is scheduled).

Section 7. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work could be necessary. On projects where job conditions require a change in the work day, work week, and/or shifts, the parties may change these conditions to meet the requirements of the project.

Section 8. Recognized holidays shall be as follows:

New Years Day	Fourth of July	Thanksgiving Day	Christmas Day
Memorial Day	Labor Day	Day after Thanksgiving	

Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life of property. In the event a holiday falls on a Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE VIII

WAGE SCALES AND BENEFITS

Section 1. The Employer and the Union agree that only those wages, fringes and premiums incorporated in the appropriate Davis-Bacon wage determination at the time the Employer is authorized to perform the work will be paid.

The Employer adopts and agrees to be bound by the written terms of the applicable International Union or Local Union trust agreements. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and thereby ratifies and accepts the trustees so appointed as if appointed by the Employer. Nothing contained in this Section is intended to require the Employer to become a party to or be bound by any local collective bargaining agreement except for the employee benefit fund contributions as specified therein, nor is the Employer required to become a member of any employer group or association as a condition for making such contributions.

Section 2. It is agreed and understood that in the event a subcontractor becomes delinquent on the payment of required wages or fringe benefit contributions, the Employer, upon written notice from the Union, shall become liable therefore, provided however, that:

- a. written notice of any such delinquency is received by the Employer within two (2) weeks of the time payment was due from the subcontractor;
- b. the delinquency is for contributions for hours performed on the Employer's project only; and
- c. the Employer has not yet paid the subcontractor.

Section 3. Upon presentation of a proper authorization form executed by the individual employee, the Employer agrees to deduct union dues as well as other authorized deductions from net pay after taxes and remit same to the appropriate Local Union. The Employer will transmit dues to the Local Union in the manner and at the time established by local practice.

Section 4. The Employer agrees to make fringe benefit contributions for key employees to the trust funds designated by the key employees as their home trust funds, and shall not be obligated to contribute for the key employees to any other trust funds, provided that the trust funds so designated agree to accept the contributions and credit the key employees for those contributions in accordance with the trust funds' rules. The contributions shall be at the customary rates set by the home trust funds. In accordance with this Section, the key

employees for whom contributions are made to their designated home trust funds shall look only to those trust funds for benefits.

Section 5. Notwithstanding the first paragraph of Section 1 of this Article, the Employer agrees to submit to the Laborers' Employers Cooperation and Education Trust ("LECET") the amount of ten cents (\$.10) per hour for all hours worked by all employees of the Employer covered by this agreement, unless the applicable local agreement requires a contribution to a Regional or Local LECET, in which case the Regional or local agreement provision shall apply.

Section 6. In the event the Davis-Bacon determination does not meet the area minimum rates of the Union or the work involved is not covered by the Davis-Bacon Act, then the parties shall meet and establish comparable wage rates and fringe benefits in order to utilize the trained and certified crafts on the project.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement, excluding questions of jurisdiction of work, the dispute(s) shall be settled by means of the procedure set forth herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer within ten (10) calendar days after the alleged violation was committed.

Section 2. A grievance shall be settled according to the following procedure:

STEP 1: The dispute shall be referred to the Business Manager of the Local Union involved or his designated representative and the Project Superintendent and/or the Employer's representative at the project.

STEP 2: In the event that the Business Representative of the Local Union and the Project Superintendent and/or the Employer representative at the project site cannot reach agreement within ten (10) calendar days after a meeting is arranged and held, the matter shall be referred to the International Union and the Labor Relations Representative of the responsible Employer.

STEP 3: In the event that the International Representative and the Labor Relations Representative of the Employer are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be referred, in writing, to the General President of the Union involved and the Home Office representative of the Employer.

STEP 4: If the dispute is not resolved within ten (10) calendar days after completion of Step 3, the Employer and the Union shall choose a mutually agreed upon Arbitrator for final and binding arbitration. The impartial Arbitrator shall be selected from a panel of arbitrators submitted by and in accordance with the rules and regulations of the American Arbitration Association. The decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The expense of the impartial Arbitrator shall be borne equally by the Employer and the involved Union.

Section 3. The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

Section 4. In order to encourage the resolution of disputes and grievances at Section 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE X

JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, no work stoppages or slowdowns, or other interferences with the work because of jurisdictional disputes.

Section 2. Project conditions do not always justify strict adherence to craft lines which in itself does not establish precedent or change the appropriate jurisdiction of the crafts involved. Periodic review of the work assignments shall be made for the purpose of adjusting such assignments as appropriate to take care of changing needs.

Section 3. In the event of a jurisdictional dispute, the International Unions shall promptly assign International Representatives to meet with the Employer and attempt a settlement in the event of questions of assignment.

Section 4. If the International Representatives cannot reach agreement on the dispute, they shall jointly prepare and sign a complete statement of the facts and circumstances involved in the dispute, which shall be submitted to the respective General Presidents for final resolution.

ARTICLE XI

GENERAL WORKING CONDITIONS

Section 1. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to qualified individuals available in the local area. After giving such consideration, the Employer may select individuals from other areas. All foremen and/or general foremen shall take orders from the designated Employer representatives. Craft foremen shall be designated working foremen at the discretion of the Employer.

Section 2. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 3. Workers shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

Section 4. The Employer may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

Section 5. Neither the Union nor its Local Unions shall coerce or in any way interfere with the Owner's personnel, operation or facilities at the project site. The Owner's right to contract directly with other companies for work at the project site shall not be limited, and the Union shall cooperate and not interfere with that Employer's operations. There shall be no intermingling of Owner personnel with the Employer's Union personnel.

Section 6. Slowdowns, standby crews, and featherbedding practices will not be tolerated.

Section 7. Individual seniority shall not be recognized or applied to employees working on projects under this Agreement.

Section 8. The Employer shall establish such reasonable project rules as the Employer deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the Employer, and may be amended thereafter as necessary.

Section 9. In order for this Agreement to be utilized, and prior to the commencement of any project under this Agreement, the Employer agrees to make notification to the Union at International Headquarters, 905 –16th Street, N.W., Washington, DC 20006, (202) 737-8320, Fax: (202) 737-2754. This notification will include all information as specified on the Job Notification Form (see Addendum A). The Union agrees to acknowledge receipt of the job notification with written approval for the project specified in said notification. Each project extension request will be reviewed and approved on an individual basis.

Section 10. Employers and representatives of the International Unions, District Councils and/or Local Unions having jurisdiction shall hold a pre-job conference so that the start and continuation of work may progress without interruption. The Employer agrees to notify the Union at International Headquarters, 905 --16th Street, N.W., Washington, DC 20006, (202) 737-8320, Fax: (202) 737-2754, prior to commencing any work covered by this Agreement. It shall be the purpose of the pre-job conference for the Employer and the Unions to agree on such matters as the length of the work week, the number of key employees to be brought in, the number of employees employed, the method of referral, the check-off of union dues, initiation fees or agency shop fees, the applicable wage rates and fringe benefit contributions in accordance with the local agreement, as well as review the site plan, site safety and health plan, site control, air monitoring, and all other aspects pertaining to the project; provided that it is agreed that the interpretation shall be a matter for the principal parties hereto.

Section 11. Employees required to wear protective clothing will be given sufficient time to go through the required procedures for dressing, undressing and decontamination and this shall be considered time worked.

ARTICLE XII

SAFETY

Section 1. The employees covered by the terms of This Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by

the Employer in accordance with the Construction Safety Act, OSHA, 29 CFR 1910.120, and any other federal and state regulations. These rules and regulations will be published and posted at conspicuous places throughout the project.

Section 2. In accordance with all federal and state regulations, it shall be the exclusive responsibility of each Employer on a project site to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union or any of its locals liable to any employees or to other persons in the event that injury or accidents occur.

ARTICLE XIII

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union, its applicable Local Union, or by any employee and there shall be no lockout by the Employer.

Section 2. The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing, or other disruptive activity at the 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 Article. Any employee who participates in or encourages any activity which interferes with the normal operation of the project shall be subject to disciplinary action, including discharge.

Section 3. Neither the Union nor its applicable Local Unions shall be liable for acts of employees for which it has no responsibility. The International Union General President will immediately instruct, order, and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. The principal officer or officers of a Local Union will immediately instruct, order, and use the best efforts of their office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union

complying with this obligation shall not be liable for unauthorized acts of the employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE XIV

PAYMENT OF WAGES – CHECKING IN AND OUT

Section 1. Employees shall be paid in full prior to normal quitting time on the project once each week (on the same day), but in no event shall more than three (3) days (Saturday, Sunday and Holidays excluded), wages be withheld. The Employer shall make arrangements with a local bank to cash regular out-of-state payroll checks.

- a. If the regular payday falls on a holiday, the employees shall be paid on the last regular workday before the holiday.
- b. If payment is not made as provided herein, the employee shall be paid for waiting time. Waiting time is to be paid at the rate of two (2) hours pay at the appropriate wage rate for each twenty-four (24) hour period.
- c. An employee's pay check stub or attached statement shall contain an itemized statement showing the breakdown of straight time hours, overtime hours and all authorized deductions, and must indicate the name and address of the Employer.
- d. Notwithstanding the above, if circumstances beyond the control of the Employer occur, Section 1(B) will not apply.

Section 2. Employees who quit shall be paid no later than the next regular pay period.

Section 3. When employees are laid off or discharged, they shall be paid in full immediately. In the event that the employee is not paid immediately they shall receive two (2) hours' pay at the appropriate hourly wage rate for each twenty-four (24) hour period or portion thereof until said check is mailed to an address of the employee's choice. The postmark on the envelope will serve as the cutoff for any penalty.

Section 4. The Employer may utilize brassing, time clocks, or other systems to check employees in and out. Each Employee must check himself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

ARTICLE XV

UNION REPRESENTATION

Section 1. Authorized representatives of the Union and its Local Unions shall have access to the project, provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the particular project.

Section 2. The Union, or its applicable Local Union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of the craft and shall not exercise any supervisory functions. The Steward shall be concerned with the employees of the Steward's employer and not with the employees of any other employer. The Employer shall notify the Union twenty-four (24) hours prior to discharge of the Steward.

Section 3. Where the Owner's personnel may be working in close proximity to the construction activities, the Union agrees that under any and all conditions Union representatives, Stewards, and individual workmen will not interfere in any manner with the Owner's personnel or with the work which is being performed by the Owner's personnel.

ARTICLE XVI

SUBCONTRACTING

Subcontractors performing work at the project shall become signatory to and be bound by the terms and conditions of this Agreement. It is understood that qualified union, competitive subcontractors may not be available. If this is the case, the Union(s) will endeavor to locate suitable, qualified, competitive union subcontractors to perform the work. If in seven (7) days the Union(s) are unable to locate such qualified, competitive union subcontractors, it is

understood and agreed that the Employer may employ a non-signatory subcontractor who shall become signatory to this agreement prior to starting work.

ARTICLE XVII

GENERAL SAVINGS CLAUSE

Section 1. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such Article or provision during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provisions in question.

If any Article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XVIII

DURATION

This Agreement shall become effective the _____ day of _____ 20____, and shall continue in full force and effect for the duration of each project as specified through the application of Addendum A.

This Agreement may be amended only by written agreement signed by the parties signatory hereto.

ACCEPTANCE OF AGREEMENT

SIGNED THIS _____ DAY OF _____ , _____.

Signature

Address

Printed Name and Title

City, State and Zip Code

Telephone and Fax Numbers

e-mail address

FOR THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

General President

General Secretary-Treasurer

ADDENDUM A - ENVIRONMENTAL PARTNERING PROJECT AGREEMENT
JOB NOTIFICATION FORM - EPPA

In accordance with Article XI, Section 9 of the Agreement, please mail and/or fax a copy of this completed form to LIUNA **prior** to the commencement of any project that is to be performed under the EPPA.

TO: Laborers' International Union of North America Telephone: (202) 737-8320, Fax: (202) 737-2754
905 - 16th Street, N.W.; Construction Department, Washington, DC 20006

Date: _____

Client/Owner's Name and Address:

Project Location: _____

(City/County/State) _____

Starting Date: _____ Approximate Duration of Project: _____

Nature of Work: (circle one) Lead Abatement / Hazardous Waste Remediation / Asbestos Abatement

Description of Work: _____

Estimated Dollar Value of Project: _____ Number of Laborers to be employed: _____

Names and Social Security Numbers of Key Men: _____

Company Name Address City State Zip Code

Telephone Number Fax Number

Authorized Signature Printed Name and Title