# 2006 – 2010 TEAMSTERS AGREEMENT

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**Heavy, Highway, Building and Construction Teamsters Committee for Northern CA**

**Dale Robbins**
Chairman

**Local 137**
*Dave Hawley
John McFall

**Local 150**
*Jim Tobin
Mike Tobin

**Local 287**
*Bill Hoyt
George Netto

**Local 315**
*Dale Robbins
Mario Martinez

**Local 386**
*John Souza
Bill Rutherford

**Local 431**
*Darrell Pratt

**Local 439**
*Sam Rosas
Albert De LaCruz

**Local 490**
*Carlos Borba
Frank Coppa

**Local 533**
*Mark Tracy
Dan Montgomery

**Local 624**
*Bob Carr
Ralph Miranda

**Local 853**
*Rome Aloise
Phil Tarantino

**Local 890**
*Frank Gallegos
Salvador Carrillo

**Local 912**
*Brad Sebring

**Local 948**
*Sam Martinez
Ottis Hall

* Principal Officer

# 2006-2010
# TEAMSTERS MASTER CONSTRUCTION AGREEMENT
# for
# NORTHERN CALIFORNIA
# between
# ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS, AND ENGINEERING & UTILITY CONTRACTORS ASSOCIATION, AND ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
# and
# HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA

THIS AGREEMENT made and entered into this 6th day of April 2006, by and between the ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS, AND ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION, AND ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. hereinafter referred to as "Association" on behalf of those signatory employers appearing on Exhibit A attached hereto, and the HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA, hereinafter referred to as "Committee".

## WITNESSETH

## SECTION 1 GENERAL PROVISIONS

### 1 (A) DEFINITIONS

**Association:** The term "Association" means Association of Engineering Construction Employers, and the Engineering And Utility Contractors Association and the Associated General Contractors of California, Inc.

The term "Employer" shall mean any person or entity, including Joint Ventures, who are listed on Exhibit A on file with the Committee. Exhibit A shall be prepared by the Association and filed with the Committee and shall list individual employers. The Association shall file with the Committee monthly a list of those members of the Association whose names shall be added to Exhibit A.

**Union:** The term "Union" means one of the following Local Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America: Local Unions 137, 150, 287, 315, 386, 431, 439, 490, 533, 624, 853, 890, 912, 948.

**Committee:** The term "Committee" means the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.

**Employee:** The term "Employee" means all individuals performing work within the unit covered by this Agreement, except that it shall not apply to superintendents, assistant superintendents, general foremen, foremen covered by the Master Agreement covering foremen between the Committee and the Association, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.

Any reference to one gender in this agreement shall also mean reference to the other gender.

### 1 (B) SCOPE OF AGREEMENT

The geographic area covered by this Agreement is that portion of the State of California above the northern boundary of Kern County, the northern boundary of San Luis Obispo County and the westerly boundaries of Inyo and Mono Counties.

This Agreement covers and applies to all work of the Employer falling within the established jurisdiction of the Union, including, but not limited to, building construction, heavy, highway and engineering construction and the performance of work in the classifications listed in Section 4, and for which the Employer undertakes responsibility in connection with any job. All such work shall be performed first, by utilizing owned equipment of the Employer, then of the subcontractor, or Owner/ Operator in accordance with the provisions of this Agreement; provided, however, such work is to be performed using identical equipment owned by the employer. Provided further, that where a bona fide job requirement precludes utilization of the employers owned equipment, such work may be subcontracted. A bona fide job requirement shall include but not be limited to:

WBE/MBE/DBE utilization.
Conditions which will result in excess wear and tear on owned equipment.
Prior contractual agreement committal to subcontractor where at time of bid employers equipment was anticipated to be fully used.
Other Federal, State, County or City statutes placing requirement on the employers which can only be met by subcontracting or utilization of Owner/Operators.

This equipment utilization shall be limited to the geographic area normally serviced by each individual employers' permanent yard, where such equipment is assigned by the employer.

This provision is not intended to apply on a day by day basis but is intended to preclude a pattern of utilizing subcontractors or Owner/Operators in lieu of utilizing owned equipment. This provision is not intended to preclude subcontracting to subcontractors or Owner/Operators signatory to a Teamster Agreement.

It is understood that the intention of this Section 1B is to ensure maximum utilization of equipment owned by the individual employer and provide maximum employment opportunity for those employees of the individual employer signatory hereto.

No supervisory personnel shall be allowed to operate any mechanical equipment on work covered by this Agreement. No supervisory personnel shall perform any other work covered by this Agreement which is regularly assigned to an Employee on a full time basis.

Qualified employees that refuse a work assignment shall have no standing for any claims in this section; and the Employer is free to assign the work under the terms of this Agreement.

## 1 (C) ADDITIONAL EMPLOYERS

If subsequent to the date of execution of this Agreement an employer becomes a member of the Association, and authorizes the Association to represent them in collective bargaining with the Committee, said Employer shall become covered by the terms and conditions of this Agreement provided that said Employer has no existing dispute under any other agreement with a union, and provided further that the terms and conditions of this Agreement shall not replace a more favorable agreement then in effect between the Employer and a union unless agreed to by the Employer and the Union.

## 1 (D) OTHER AGREEMENTS

The Committee agrees that in the event the Committee or any Union should enter into an agreement with any employer, with respect to work covered by this Agreement, the terms and conditions of which differ from this Agreement, any Employer engaging in work of the same type and in the same geographic area as that covered by such agreement shall be entitled to become party to such agreement.

The Committee further agrees that should any Union enter into a different agreement with respect to work covered by this Agreement or a modification to this Agreement such other agreement or modification shall be subject to prior approval of the Committee.

## 1 (E) UNION SECURITY

Each Employee covered by this Agreement who is member of a Union designated in Section 1(A)3 on the date of execution of this Agreement, or the effective date of this Agreement, whichever is later, shall as a condition of employment remain a member in good standing. Any present employee working within the scope of this Agreement who is not a member of one of the aforesaid Unions, and any Employee working within the scope of this Agreement hired hereafter shall become and remain a member in good standing in the Union in the locality of the Employment Office from which he was dispatched within eight (8) days following the commencement of his employment, the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

Provided, however, that any employee, including an owner-operator who has an employer-employee relationship with an Employer who is employed on work other than work to be done at the site of construction, alteration, painting or repair of a building, structure, road or other work, and who is not a member of a Union as of the execution date of this Agreement, shall as a condition of continued employment within 31 days after hire or the execution of this Agreement, whichever is later, become and remain a member in good standing, subject to the provisions of the proviso to Section 8(a)(3) of the National Labor Relations Act.

The employer shall be required to discharge any employee pursuant to this section within five (5) days after receipt of written notice by certified mail that said employee has failed to become or remain a member in good standing in the Union.

## SECTION 2 BARGAINING REPRESENTATIVES

## 2 (A) COMMITTEE'S RECOGNITION OF COLLECTIVE BARGAINING REPRESENTATIVES OF EMPLOYER

The Committee recognizes the Association as the collective bargaining representative for all its members who have authorized the Association to represent them in collective bargaining with the Committee, with respect to highway, general building and the heavy construction industry in the territory subject to this Agreement as of the effective date of this Agreement as well as for all persons or entities becoming members of said Association pursuant to the provisions of Section 1C.

## 2 (B) EMPLOYER'S RECOGNITION OF COMMITTEE AS BARGAINING AGENT

The Association and the Employers covered hereby recognize and acknowledge the Committee as the collective bargaining representative of the Employees working under the scope of this Agreement as set forth in Section 1, Paragraph B.

## 2 (C) AUTHORIZED AGENTS

Authorized agents of the Union shall have access to company premises and/or jobsites during working hours, except in cases where Government security regulations and safety requirements limit the application of this provision, and may not interfere with the progress of the operation.

Where stewards are utilized, the Employer shall recognize them.

## 2 (D) LIABILITY OF THE PARTIES

It is mutually understood and agreed that neither the Association, any Employer, the Committee, nor any Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, providing that such action or conduct has not been specifically authorized, participated in, fomented or condoned, by the Association, the Employer, the Committee or the Union, as the case may be.

n the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of he Committee, Union, the Association, 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 nto compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the erms of this Agreement shall be subject to discipline, up to and including discharge.

### 2 (E) EMPLOYER'S MEMBERSHIP

This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations who at the time of execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

### 2 (F) AGREEMENT BINDING UPON PARTIES

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, lessees and assigns of the parties hereto.

The Employer shall give notice of the existence of this agreement to any purchaser, successor, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the affected Union and the Committee, at the time the seller, transferor, or lessor executes a contract or transaction as herein described.

## SECTION 3 PROCEDURES GOVERNING PRE-JOB CONFERENCE, MOBILITY, HIRING AND EMPLOYMENT

### 3 (A) NON-DISCRIMINATION

It is mutually agreed by the Employer and the Union to comply fully with all of the provisions of Title 7 of the Civil Rights Acts of 1964, Presidential Executive Order No. 11246, and the California Fair Employment Practices Act, the Age Discrimination in Employment Act of 1967 (as amended), Rehabilitation Act of 1973, Vietnam Era Veterans Readjustment Assistance Act of 1972 and the Americans with Disabilities Act of 1990 to the end that no person shall, on the grounds of age, sex, race, color, national origin, handicap, ancestry, disability or Vietnam era veteran status be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination by not having full access to the contents of this Agreement.

In the event the Union is unable to refer applicants for employment to an individual Employer in sufficient number, or sufficient type, from minority groups and females represented within the local area as may be necessary to enable the individual Employer to fully comply with minority and female hiring requirements imposed by the individual Employer's construction contract with any federal, state or governmental body, commission or agency, or to enable the individual Employer to fully comply with all Federal, State or local laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority and female hiring and which are applicable to the individual Employer, then in any such event the individual Employer shall be free to directly recruit from any source such number of minority and female applicants acceptable to the individual Employer as may be necessary to satisfy the individual Employer's needs to effect such compliance.

It is understood, the individual Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local laws; the construction project number; and a copy of the compliance order.

### 3 (B) PRE-JOB CONFERENCE

Whenever an Employer covered by this Agreement comes into a locality in which he has no permanent yard, the Employer shall notify the Union in the locality of the job prior to the commencement of the work; and if requested by

either party, a pre-job conference shall be held prior to the commencement of the job in the locality in which the work is to be performed. A pre-job conference shall be required only on jobs of $1,000,000 or more. If a pre-job conference is held with any other craft or crafts, the Union shall be notified thereof and be provided an opportunity to attend said conference.

On work performed under emergency contracts for a governmental agency, the Employer shall give notice of the commencement of the job to the Union as soon as possible.

If a pre-job conference is not held subsequent to a request therefore or if notice is not given to the Union pursuant to the provisions of Section 3(B)1, the Employer shall be prohibited from utilizing the provisions of Section 3(C) and shall be required to obtain all employees from the employment office of the Union in the locality of the job.

## 3 (C) MOBILITY

When an individual Employer comes into a locality as defined in Section 3(D) and the provisions of Section 3(B)1 and 2 have not been adhered to, the individual Employer shall be required to obtain all employees from the Employment Office of the Union in the locality of the job.

Whenever an individual Employer covered by this agreement is in compliance with the provisions of Section 3(B)1 and 2, the individual Employer has the freedom of total mobility of his employees within the 46 Northern California Counties covered by this Agreement.

## 3 (D) EMPLOYMENT OFFICE LOCALITIES

**Locality 1:**
Consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba Counties.
**Local 137**
**(530) 243-0232 / Fax (530)243-3115**

**Locality 2:**
Consisting of Sacramento, Yolo, El Dorado, Placer and Nevada Counties, except as provided in Locality 15.
**Local 150**
**(916) 392-7070 / Fax (916) 392-7675**

**Locality 3:**
Consisting of Napa and Solano Counties.
**Local 490**
**(707) 643-0387 / Fax (707) 643-3312**

**Locality 4:**
Consisting of Lake, Marin, Mendocino and Sonoma Counties.
**Local 624**
**(707) 542-1292 / Fax (707) 542-1501**

**Locality 5:**
Consisting of Contra Costa County.
**Local 315**
**(925) 228-2246 / Fax (925) 228-1612**

**ocality 6:**
onsisting of San Joaquin, Amador, Tuolumne, Calaveras and Alpine Counties.
**ocal 439**
**09) 948-9592 / Fax (209) 948-3424**

**ocality 7:**
onsisting of Alameda County.
**ocal 853**
**510) 895-8853 / Fax (510) 895-6853**

**ocality 8:**
Consisting of San Francisco and San Mateo Counties.
**Local 853**
**650) 761-3577 / Fax (650) 952-7490**

**Locality 9:**
Consisting of Stanislaus, Merced and Mariposa Counties.
**Local 386**
**(209) 526-2755 / Fax (209) 526-9485**

**Locality 10:**
Consisting of Santa Clara and San Benito Counties.
**Local 287**
**(408) 453-0287 / Fax (408) 453-2034**

**Locality 11:**
Consisting of Fresno and Madera Counties.
**Local 431**
**(559) 486-5410 / Fax (559) 441-1743**

**Locality 12:**
Consisting of Santa Cruz County.
**Local 912**
**(831) 724-0683 / Fax (831) 724-1554**

**Locality 13:**
Consisting of Monterey County.
**Local 890**
**(831) 424-5743 / Fax (831) 424-2091**

**Locality 14:**
Consisting of Kings and Tulare Counties.
**Local 948**
**(559) 625-1061 / Fax (559) 625-9269**

**Locality 15:**
Consisting of Eastern Nevada, Placer and El Dorado Counties commencing at the crest of the Sierra Nevada Range within the State of California, and all territory in the State of Nevada bordered by the Idaho-Oregon lines on the north; the Utah line on the east; the California State line on the west, southerly to and including Highway 6, easterly from the California State line to the southwest White Pine County line; thence in an easterly direction along the north Lincoln County line to the Utah line.
**Local 533**
**(775) 348-6060 / Fax (775) 348-1501**

## 3 (E) HIRING

Except as otherwise set forth herein, the Employer shall secure all Employees through the Employment Offices of the Union in the localities hereinafter designated. Such Employment Offices shall dispatch Employees in accordance with the terms of this Agreement.

The Employment Office shall furnish satisfactory, properly licensed, and competent Employees in accordance with the provisions of this section within forty-eight (48) hours after request for said Employees. In the event such Employees cannot be or are not furnished within such period, the Employer may hire any individual. The Employer shall arrange for a dispatch to be obtained for individuals so hired from the Employment Office of the Union within the locality within twenty-four (24) hours of the commencement of such employment. Such dispatch shall, upon request, be issued to the Employee.

## 3 (F) NON-DISCRIMINATORY HIRING PROCEDURES

**Employment Office.** The Union shall maintain appropriate registration facilities at each Employment Office for applicants to register for employment.

The period during which applicants will be accepted and for which they remain valid may be fixed by the Employment Office. Branch offices of each Employment Office may be operated with separate registration facilities. The Union shall provide the Association with a list of such branch offices, their addresses and the hours during which they are open. The manager or other designated agent of the Association shall have the right to inspect Employment Office records during hours which the office is open for registration. The Local Union may establish reasonable Hiring Hall rules that will not conflict with other provisions of this Section 3.

**Order of Dispatch.** Subject to the provisions hereinafter set forth, registrants shall be dispatched by the Employment Office in the following order:

"A" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.

In the event no "A" list registrants are available for dispatch, "B" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.

In the event no "A" or "B" list registrants are available for dispatch, "C" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.

If an Employer requests in writing a particular registrant by name who has been employed by the Employer at any time during the twelve (12) month period immediately preceding such request and such registrant has established "A" list preference in accordance with Section 3G, he shall be dispatched to such Employer regardless of his position on the list.

**Double Shift:** On double shifts, the Employer shall employ for the first shift one driver for each piece of equipment selected as provided in Section 3F(2) and for the second shift only drivers obtained through the Employment Office of the Union in the locality where the jobsite operation is situated, if available.

**Three Shifts:** On three shifts, the Employer shall employ for the first shift one driver for each piece of equipment selected as provided in Section 3F(2) and for the second and third shifts only drivers obtained through the Employment Office of the Union in the locality where the jobsite operation is situated, if available.

In addition to the above, the following procedure shall be applicable to the operation of the Employment Office of any Union which elects to adopt said procedure:
An Employer may call for any "A" list registrant by name, and said registrant shall be dispatched without

reference to his order of registration provided that said registrant has at all times during the five (5) years immediately preceding the Employer's call been registered on the "A" list of the Employment Office in the locality or would have been eligible to so register had he not been employed under the scope of this Agreement. The provisions of this subparagraph shall not operate to increase the number of individuals who maybe brought into a locality by an Employer.

## (G) CLASSIFICATION OF REGISTRANTS

**A" list registrants:** An individual who has been employed, or trained by the NCTAT, pursuant to the terms of this Agreement for two hundred and forty (240) hours or more within the locality of the Employment Office during the twelve month period preceding his registration date, shall be entitled to register on the "A" list provided he registers within thirty (30) days after termination of his most recent employment by an Employer party to this Agreement. NCTAT student eligibility shall apply in the locality where the student is registered with the Employment Office. If the registrant fails to register within the period specified, he shall not be entitled to "A" list registration. "A" list registrants upon losing 240 hour requirement shall be allowed to continue "A" list registration, provided such registrants sign each and every month commencing with the month during which eligibility based on the 240 hour requirement ended.

For purposes of this subsection an individual shall be deemed to have been employed 40 hours during any week for which he receives disability insurance benefits or worker's compensation benefits.

An employee of any Union who as part of his regular job duties administers this collective bargaining agreement shall be deemed to be working in the construction industry for purposes of establishing eligibility for "A" list registration.

**"B" list registrants:** An individual who has been available for employment or employed pursuant to the terms of this Agreement in the geographic area covered by this Agreement for one (1) year or more next preceding his registration shall be entitled to register on the "B" list, provided he is not otherwise eligible to register on the "A" list.

**"C" list registrants:** An individual who has been available for employment or employed pursuant to the terms of this Agreement in the geographic area covered by this Agreement for less than one (1) year next preceding his registration shall be entitled to register on the "C" list.

**"Trainee" list registrants:** Refer to Section 4, Trainee Classification.

## 3 (H) NON-DISCRIMINATION HIRING HALL OPERATION

The Union shall operate its Employment Offices without discrimination in favor of or against a registrant by reason of his membership or non-membership in the Union. Registration shall not be dependent upon membership in any Union. Neither the locality preference nor the area preference entitling registration on the "A" list, "B" list, "C" list or the Trainee list, shall have any connection or relation to membership in the Union.

A registrant aggrieved by the operation of an Employment Office of the Union shall submit his grievance to a Board of Adjustment created pursuant to Section 10 of this Agreement. The submission must be made in writing to the Association and to the Union operating the Employment Office within ten (10) days after the occurrence of the grievance. The decision of the Board of Adjustment shall be final and binding upon the registrant and upon the Union operating the Employment Office.

The provisions of this Agreement relating to the functioning of Employment Offices and registration procedures shall be posted by Employers and by each union in places where notices to Employees and registrants for employment are customarily posted.

## 3 (I) REPORTING TO JOB

Upon being dispatched, the registrant shall proceed to the job at once. When a call is made to an Employment Office for men to report to work on the day of request, a reasonable time shall be allowed for men traveling from the Employment Office to the job-site, as agreed by the Union. A registrant who fails to report for work when dispatched on the shift to which dispatched, or within the agreed time if dispatched to work on the day of request, without good cause therefore shall be removed from the list and shall not be eligible for registration or dispatch for seven (7) days thereafter. Where a registrant is requested by the Employer to be dispatched on the day of the request and the registrant does report for work that same day, he shall be paid for his full shift if he reports during the first half of the shift and works the balance of this shift, or for the half shift if he reports during the second half of the shift.

## 3 (J) REJECTION OF REGISTRANTS

The Employer may reject any Employee or registrant for employment dispatched by an Employment Office of the Union, provided, however, that any such employee or registrant reporting for work at the agreed time and designated place and rejected by the Employer, shall be entitled to show-up time in the amount provided in Section 5(H) of this Agreement. A registrant rejected for one of the following reasons shall not be entitled to receive show-up time.

Reporting for work in an unfit condition.

Discharge for cause by the Employer within the twelve (12) months next preceding his reporting time.

Failure to report at the time and place set forth on his dispatch slip.

Failure to have the experience specified in the Employer's request and/or the proper license required to operate the equipment for which the applicant has been ordered.

## 3 (K) DOCTRINE OF FAIRNESS

The Employer will endeavor to treat each employee equally with respect to the administration of this agreement. The Union and the Employer will cooperate to ensure that favoritism of employees is discouraged. It is the expressed goal of both the Union and the Employer to establish and maintain long term quality employees of the Employer. The Employer shall be aware of an employee's longevity for the purpose of layoff and recall. Employees shall not be laid off or recalled solely on the basis of longevity.

Any grievance filed under the Doctrine of Fairness shall first be referred to Section 10(E) Partnering to be determined if it should be referred to the Board of Adjustment.

## 3 (L) CALLBACK AFTER LAYOFF

An Employee laid off due to inclement weather or equipment break- down not in excess of thirty (30) days, shall be recalled to employment on the project from which he was laid off before the Employer calls the Employment Office in the locality for new registrants.

An Employee laid off due to a reduction in force shall be given a lay-off slip with a copy sent on the same date to the Union, and may be recalled by the Employer or may be re-dispatched by the Employment Office to employment on the project from which he was laid off regardless of his position on the registration list. For the purpose of this section only, an Employee so re-dispatched shall not be considered as a new registrant for employment under Section 3(J) if re-dispatched to the classification from which he was laid off.

Except as otherwise mutually agreed by the Union in the Locality, said Employees shall be recalled through the Employment Office in the locality.

An Employee who fails to report for work within forty-eight (48) hours in response to a call-back by his Employer may be regarded by said Employer as having quit his employment.

## 3 (M) RETURN AFTER INJURY

Whenever an Employee who has been off work as a result of a work connected injury or illness is released by his doctor to return to work, his Employer shall return the Employee to his former job if in operation or to the first available job for which he is qualified.

Whenever an Employee who has been off work as a result of a non-work connected illness or injury is released by his doctor to return to work, the Employer shall either return the Employee to his former job or place him on the first available job for which he is qualified.

The Employee thereby displaced may be terminated without violation of this Agreement. The terminated Employee upon re-registration within seventy-two (72) hours excluding Saturdays, Sundays and holidays after termination shall be reinstated to the position on the registration list occupied by him at the time of his previous dispatch.

## 3 (N) DISCHARGE

The Employer shall be the judge of the qualification of all of his Employees and may on such grounds, discharge any of them.

No Employee shall be discharged or suspended without just cause. In the event of discharge or suspension without just cause, the Employee may be reinstated with payment for time lost.

If an Employee is given a warning notice rather than a discharge or suspension, such warning notice shall be in writing. Warning letters shall be non-grievable but considered automatically protested. The written warning notice to be effective shall be served upon the Employee and the Union in the locality within ten (10) days after the occurrence with respect to which the notice is given. The warning notice shall not remain in effect for a period of more than twelve (12) months from its date of issuance. A written notice of discharge or suspension shall specify the reason for discharge or suspension and shall be served upon the Employee with a copy to the Union in the locality by certified mail or FAX within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after the discharge or suspension occurs. Discharges or suspensions to be effective must occur not more than ten (10) days after the incident providing the basis for the discharge or suspension.

Except as otherwise provided in Supplement #3, the first five (5) working days of employment of any Employee shall be a probationary period during which time any termination will not be challenged.

## SECTION 4

### 4 (A) WAGES AND FRINGE BENEFITS

**FRINGE BENEFITS**

| | 7/1/06 | 7/1/07 | 7/1/08 | 7/1/09 |
|---|---|---|---|---|
| Health & Welfare | $7.14 | * | * | * |
| Pension | $5.00 | * | * | * |
| Vacation & Holiday Pay | $2.00 | * | * | * |
| Nor-Cal Training | $0.65 | * | * | * |
| Supplemental Dues | $0.40 | * | * | * |
| Contract Administration | $0.08 | * | * | * |
| Retirement Security Plan | $1.15 | * | * | * |

**FUTURE RATE INCREASE**

**June 16, 2006 - $1.85 ($1.10 allocated to all classification wages rates; effective July 1, 2006, $0.50 to H & W, $0.15 to Retirement Security Plan, $0.05 to Supplemental Dues, $0.05 to Nor-Cal Training)**
**June 16, 2007 - $1.75***
**June 16, 2008 - $1.70***
**June 16, 2009 - $1.70***

***To be allocated by the Union and become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than July 1, 2006, July 1, 2007, July 1, 2008 and July 1, 2009.**

**July 1, 2006-2009 shall be the effective dates for all fringe benefits.**

**CLASSIFICATIONS & WAGE RATES**

| | Effective Date | | | |
|---|---|---|---|---|
| **GROUP 1** | **6/16/06** | **6/16/07** | **6/16/08** | **6/16/09** |
| Classification: | $24.63 | * | * | * |

Dump Trucks under 6 yards
Single Unit Flat Rack (2 axle unit)
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack Rate shall apply)
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump machine
Fork Lift & Lift Jitneys
Warehouse Clerk/Parts Man (Job Site construction; permanent yards where an employee covered by this Agreement is presently assigned to the work)
Fuel and/or Grease Truck Driver or Fuelman
Truck Repair Helper
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant (shall apply only where a full time employee of the contractor is assigned to the work at the sole discretion of the contractor)
Snow Buggy (shall apply only where a full time employee of the contractor is assigned to work at the sole discretion of the contractor)
Steam Cleaning (when an Employee is assigned to this work on a full time basis)
Bus or Manhaul Driver
Escort or Pilot Car Driver
Pickup Truck
Teamster Oiler/Greaser/and or Serviceman
Hook Tenders (When doing work in Teamster jurisdiction, including loading and unloading)
Team Drivers
Warehousemen
Tool Room Attendant (Refineries)

| | Effective Date | | | |
|---|---|---|---|---|
| **ROUP 2** | **6/16/06** | **6/16/07** | **6/16/08** | **6/16/09** |
| lassification: | **$24.93** | * | * | * |

ump Trucks 6 yds Under 8 yds
ransit Mixers through 10 yds.
Vater Trucks Under 7000 gals.
etting Trucks Under 7000 gals
ingle Unit Flat rack (3 axle unit)
igh Bed Heavy Duty Transport
cissor Truck
ubber Tired Muck Car **(Not self-loaded)**
ubber Tired Truck Jumbo
Vinch Truck and "A" Frame Drivers
Combination Winch Truck With Hoist
Road Oil Truck or Bootman
Buggymobile
Ross, Hyster and similar Straddle Carrier
Small Rubber Tired Tractor (when used in Teamster Jurisdiction)
Truck Dispatcher (shall apply only where a full time employee of the Contractor is assigned to the work at the sole discretion of the Contractor)

| | Effective Date | | | |
|---|---|---|---|---|
| **GROUP 3** | **6/16/06** | **6/16/07** | **6/16/08** | **6/16/09** |
| Classification: | **$25.23** | * | * | * |

Dump Trucks 8 yds and including 24 yds
Transit Mixers Over 10 yds
Water Trucks 7000 gals and over
Jetting Trucks 7000 gals and over
Vacuum Trucks Under 7500 gals
Trucks Towing Tilt Bed or Flat Bed Pull Trailers
Heavy Duty Transport Tiller Man
Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and/or Vacuum Unit
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
P.B. or Similar Type Self Loading Truck
Tire Repairman
Combination Bootman and Road Oiler
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
Ammonia Nitrate Distributor, Driver and Mixer
Snow Go and/or Plow

| | Effective Date | | | |
|---|---|---|---|---|
| **GROUP 4** | **6/16/06** | **6/16/07** | **6/16/08** | **6/16/09** |
| Classification: | **$25.58** | * | * | * |

Dump Trucks over 25 yds and under 65 yds
Vacuum Trucks 7500 gals and over
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers
Helicopter Pilots (when transporting men and materials)
Lowbed Heavy Duty Transport (up to and including 7 axles)
DW10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers
Truck Repairman

| | Effective Date | | | |
|---|---|---|---|---|
| **GROUP 5** | **6/16/06** | **6/16/07** | **6/16/08** | **6/16/09** |
| Classification: | **$25.93** | * | * | * |
| Dump Truck 65 yds and over | | | | |
| Holland Hauler | | | | |
| Lowbed Heavy Duty Transport (over 7 axles) | | | | |

**GROUP 6 (Use dump truck yardage rate)**
Articulated Dump Truck
Bulk Cement Spreader (w/ or w/o Auger)
Dumpcrete Truck
Skid Truck (Debris Box)
Dry Pre-Batch Concrete Mix Trucks
Dumpster or Similar Type
Slurry Truck

**GROUP 7 (Use Appropriate Rate for the Power Unit or the Equipment Utilized)**
Classification:
Heater Planer
Asphalt Burner
Scarifier Burner
Fire Guard (where a full time employee of the contractor is assigned to the work)
Industrial Lift Truck (mechanical tailgate)
Utility and Clean-Up Truck
Composite Crewman

**Group 8**
Classification:
Trainee

The straight time hourly wage rates for Trainees shall be the percentage of the journey level wage scale for the equipment operated.

| | |
|---|---|
| Step 1 - 1st 1000 hours | 65% of journey level wages |
| Step 2 - 2nd 1000 hours | 75% of journey level wages |
| Step 3 - 3rd 1000 hours | 85% of journey level wages |
| Thereafter | 100% of journey level wages |

**Trainee Fringe Benefits** - The first through third step trainee fringe benefits are at 100% of journey level, except Vacation/Holiday pay which shall be excluded for trainees.

An individual Employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual Employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

If an employer requests a "trainee", the Local Union will dispatch "trainees in the order of their position on the trainee list at the hiring hall of the Local Union.

An individual Employer may request a particular trainee, by name, who is registered on the trainees list or who has been employed by the employer at any time during the twelve (12) month period immediately preceding such request.

An individual who registers as a "trainee" must fill out an application for "trainee" at the local hiring hall. An individual trainee shall not be eligible to register on the "A", "B", or "C" list.

ıe term of a "trainee" shall be based on the number of hours worked plus the number of hours of training completed at e NCTAT Training Center. Trainees shall notify their employer prior to attendance at the NCTAT Training Center. he term shall not be less than the total of 3000 hours of employment and/or training for each trainee. Individual mployers may opt for a shorter period than the 3000 hours on an individual employee basis.

he trainee may not be used to displace any journey level Teamster with an employer signatory to this Agreement.

he trainee will be dispatched from the list at the Local Union without respect to their cumulative hour status; i.e. an ıdividual Employer may not specifically ask for a Step 1 or Step 2 trainee. An individual Employer may, however, ask or minimum qualifications such as Class A commercial drivers license, HAZMAT certification, hazardous waste raining, etc.

An individual employer signatory to this Agreement who utilizes trainees will endeavor to provide training and ssistance to the trainee including but not limited to time off to attend classes at the NCTAT Training Center, company nstruction with a qualified journey level individual, etc.

The Union may terminate the "Trainee Classification" upon thirty (30) days written notification from the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.

**SPECIAL SINGLE SHIFT WAGE RATES**

| | Effective Date | | | |
|---|---|---|---|---|
| | **6/16/06** | **6/16/07** | **6/16/08** | **6/16/09** |
| Group 1 | **$26.63** | * | * | * |
| Group 2 | **$26.93** | * | * | * |
| Group 3 | **$27.23** | * | * | * |
| Group 4 | **$27.58** | * | * | * |
| Group 5 | **$27.93** | * | * | * |
| Group 6 | (Use dump truck yardage rate) | | | |
| Group 7 | (Use Appropriate Rate for the Power Unit or the Equipment Utilized) | | | |
| Group 8 | (Use Appropriate Percentage of journey level wage rate) | | | |

Working Foreman - $1.00 per hour above highest Teamster classification supervised.

Foremen - $2.00 per hour above highest Teamster classification supervised.

**4 (B) COMPOSITE CREW**

A composite crew with other trades will be utilized when necessary to promote economy and efficiency on some jobsites. A composite crew consists of more than one individual and more than one craft. A composite crew is a construction crew which would consist of various union workers (Laborers, Teamsters, Operators, etc.) each having been dispatched to assigned work and or equipment. All would work together to accomplish any required work task without regard to traditional work assignments.

Alleged violations of this provision shall be referred to the composite crew committee comprised of the co-chairmen (or their designees) of the negotiating committee prior to being processed through the grievance procedure.

**4 (C) TUNNEL WORKS**

Notwithstanding the other provisions of Section 5D(4), employees working underground in tunnels shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours when working on two (2) or three (3) shift jobs.

All employees working underground shall receive ($.15) per hour above the classification in which they are working. This shall be in addition to the hourly rate provided in Section 4(A). Teamster employees working underground shall have dry-house rights on any tunnel project provided a dry-house is on the project.

## 4 (D) STATUS OF FOREMEN

The Employer shall have the right to determine in his sole discretion the need for and the number of foremen or working foremen. Provided however:

An Employer shall designate one (1) Teamster as a working foreman when the Employer employs on his payroll on the jobsite seven (7) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks.

An Employer shall designate one (1) Teamster as a foreman when the Employer employs on his payroll on the job site ten (10) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks. When a foreman is employed, Subsection 1 of this Section 4(D) shall not apply.

Individuals employed under this Agreement shall directly supervise the Employees under their control.

It is mutually understood between the Association and the Heavy, Highway, Building and Construction Teamsters Committee for Northern California that Employees performing work covered by this Agreement assigned to a stationary construction yard who perform additional duties as Crew Foreman or Foreman are exempt from the provisions of Supplement No. 3 of this Agreement only when performing those additional duties as Crew Foreman. He shall not lose seniority when performing those additional duties as Crew Foreman.

## 4 (E) PAYMENT OF WAGES AND FRINGE BENEFITS

Each Employee shall be paid his wages in full each week unless other arrangements are made with the Union in the locality. Employees who quit or are discharged shall be paid in accordance with the laws of the State of California.

Notwithstanding anything contained in any other provisions of the Agreement, it is agreed that if an Employer is delinquent at the end of a period in making contributions into the Teamsters Benefit Trust Health & Welfare Trust Fund for Northern California, the Western Conference of Teamsters Pension Trust Fund, or into any other Trust Funds established pursuant to this Agreement, or in making vacation allowance payments, the Committee or the Union in whose area the Employer is operating, or the Trustees of the respective Trust Fund, after having given seventy-two (72) hours notice to the Employer of such delinquency, shall have the right to take such action, including economic action, as is deemed necessary until such delinquent payments are made.

## 4 (F) TAHOE BASIN AGREEMENT

Employees performing work within the Tahoe Basin and being domiciled in or dispatched out of the Local #533 employment office shall be paid in accordance with the terms and conditions provided in the International Brotherhood of Teamsters #533 and Nevada Chapter AGC Agreement.

## 4 (G) PUBLIC WORKS WAGE FREEZE

On Public Work Projects where statutes exist providing for pre-determined wage and fringe benefit increases, such wage and fringe benefit rates contained in the bid specifications shall remain in effect for the duration of the project, unless the funding agency provides for escalation of those pre-determined wage and fringe benefits, in which case those increases shall be applied to the respective wages and fringe benefits contained herein.

## 4 (H) ADDITIONAL WORK OR CLASSIFICATIONS

This Agreement contemplates that new types of equipment will be developed to which present classifications and rates contained in Section 4(A) are not clearly applicable. When such new equipment falls within the established jurisdiction of the Union the work on such new equipment shall be assigned to the Union in accordance with Section 1B of this Agreement.

/hen such new equipment is developed, the Committee and Association will promptly negotiate an appropriate rate for s operation. The Collective Bargaining Representative of Employer and the Union will each establish a standing ɔmmittee to conduct such negotiations. Such committees will meet within three (3) days after written request from ther party accompanied by photograph and pertinent catalog data on the equipment or other data, and agree to a rate ıd classification within five (5) days from the date of notice unless the parties mutually agree to extend the time, which ıte and classification and working rule shall be added to and become part of said Section 4(A) of this Agreement, as of ıe date of the written request. While such negotiations are under way the equipment will be operated at a temporary lassification and rate. The permanent rate, classifications and working rule, when established, will be paid etroactively to the date of the initial productive operation of the equipment on the job. The terminal point of any ispute involving additional work classification shall be handled by arbitration in accordance with Section 10(A).

## (I) HEALTH & WELFARE BENEFITS

### 1) Amount of Contribution

Each Employer covered by this Agreement shall contribute the sum of $7.14 effective 7/1/06 for each hour for which an Employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California for the purpose of providing hospital, medical, surgical, dental care, visual care, prescription drug and such other welfare benefits as the Board of Trustees of the Fund deem advisable for active employees, and such welfare benefits as the Board deem feasible for retired employees. The Board shall determine in its sole discretion the nature, extent and cost of such benefits and shall also work out the application of $.03 of such contribution to Employee Claim Administration in accordance with all applicable legal requirements.

(a) Effective July 1, 2006 based upon June hours, each Employer covered by this Agreement shall contribute $1.15 (one dollar and fifteen cents) per hour for each hour for which an employee is compensated, including overtime hours, into the Teamsters Benefit Trust Retirement Security Plan (RSP).

### (2) Acceptance of Trustees

Each Employer covered by this Agreement accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California, as amended, dated as of May 4, 1953, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representative insofar as the Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the Trustees, including without limitation, the establishment, maintenance, modification and termination of the Welfare Benefit plans to which reference is made in this section, the amount and type of benefit which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual Employees, and the method of funding and paying the benefits.

The Union and the Employer agree that this plan is and has been a defined contribution plan.

The Union and the Employer agree that any Health & Welfare coverage provided for in this Agreement may be changed to some other coverage (i.e. State or Federal mandated plan, or other Health & Welfare Trust Plan, etc.) at any time by agreement between the parties.

### (RSP) Retirement Security Plan

Effective July 1, 2006, based upon June hours, each Employer covered by this Agreement shall contribute $1.15 cents for each hour for which an employee is compensated, including overtime hours, into the Teamsters Benefit Trust Retirement Security Plan (RSP).

## 4 (J) PENSION

### (1) Amount of Contribution

Each Employer covered by this Agreement shall contribute the amount hereinafter set forth for each hour for which an Employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Western Conference of Teamsters
Pension Trust Fund. Contribution rate includes PEER/80, see below:

**$5.00 per hour Effective 7/1/06**

Effective June 24, 1996, (payable in July 1996 for June hours worked), the contribution to the Western Conference of Teamsters Pension Trust Fund shall be increased to $.19 to provide the Program for Enhanced Early Retirement/80 (PEER/80). The contribution shall be paid on the same basis as contributions for the basic plan provided for in Section 4(J). Effective 6/25/01, the total contribution to the WCTPTF shall be increased $.29 per hour for a total of $5.00 per hour ($4.29+ $.71 + $5.00). The contributions required to provide for the Program for Enhanced Early Retirement/80 (PEER/80) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Such contributions shall be made for the same periods and at the same time as contributions are made into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California pursuant to Section 4(I) of this Agreement.

### (2) Acceptance of Trustees

Each Employer covered by this Agreement accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Western Conference of Teamsters Pension Trust Fund for Northern California, dated as of April 26, 1955, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representatives insofar as the Pension Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the Trustees, including, without limitation, the establishment, maintenance, modification and termination of a Pension Plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual Employees, and the method of funding and paying the benefits.

The Union and the Employer agree that this plan is and has been a defined contribution plan.

During the term of this Agreement, the parties agree that because the Trustees of the Fund will rely on execution of this Agreement to restore or not to reduce benefits to Retiring Employees, this Section 4(J), Pension, may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

## 4 (K) VACATIONS AND HOLIDAYS

### (1) Amount of Contribution

Each Employer covered by this Agreement shall contribute the amounts hereinafter set forth for each hour for which an Employee is required to be compensated, including overtime hours, each full hour's pay due employees as shift differential, and as pay for half and full days by each Employee covered by this Agreement as an allowance to such Employee for a vacation from work:

**$2.00 per hour - Effective 7/1/06**

The amount of the vacation allowance accrued during each payroll period shall be paid to the Employees at the same time as hourly wages are paid to them.

ıe parties agree that the Vacation Plan payments provided in this section are in lieu of the Employee actually taking ıcation.

he Vacation Plan payments provided in this section shall not be considered part of the hourly wage rates for the ırposes of computing overtime either under the Fair Labor Standards Act, the Walsh Healey Act, or any other law.

Vacation Plan payment is due for each straight time and overtime hour worked and in no case shall the Vacation Plan ayment be made on the basis of a penalty rate of time-and-one-half or double time.

## (L) SUPPLEMENTAL DUES

ffective July 1, 2006, forty cents ($.40) per hour on all hours compensated will be paid for Supplemental Dues. Upon uthorization as required by law, said sum of forty cents ($.40) per hour for each hour worked or compensated shall be leducted from the employee's weekly paycheck as Supplemental Dues. In implementing the foregoing, the Union will lesignate a specific Trust Fund Administrator as agent for the purpose of receiving, holding and distributing such Supplemental Dues. All deductions made pursuant to this section shall be noted on the employee's statement of arnings.

The Supplemental Dues deduction referred to above shall be transmitted to a Trust Fund Administrator approved by the Union concurrently with but not as part of the individual Employer's monthly Health and Welfare contributions provided in Section 4 of this Agreement. Any delinquency in payments of this Supplemental Dues shall be subject to the same liquidated damage, interest, and other delinquency provisions applicable to contributions to the Health and Welfare Fund as provided in Section 4 of this Agreement.

The Union shall be responsible for furnishing to the individual Employer the written authorization referred to herein. All costs incidental to receipt, administration and remittance of the Supplemental Dues shall be borne solely and entirely by the Union signatory hereto. In the event an employee does not execute a voluntary authorization form for deduction of Supplemental Dues, then it shall be the responsibility of such employee to make Supplemental Dues payments directly to the Union. The individual Employer will be provided facsimile copies of any such written authorization or subsequent revocation thereof.

General Teamster Locals signatory hereto shall use proceeds from the Supplemental Dues for the benefit of members working in construction industries which are covered by the IBT Building Materials and Construction Trade Divisions. Such general locals shall establish and maintain a separate accounting of such funds received.

## 4 (M) NOR-CAL TEAMSTERS APPRENTICE TRAINING AND EDUCATION TRUST FUND

### (1) Amount of Contribution

Each Employer covered by this Agreement shall contribute, for all covered employees, that amount listed in the Section 4 (A), for each hour for which an employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Northern California Teamsters Apprentice Training and Education Trust Fund for the purpose of providing training and education benefits for pre-apprentices, apprentices and journeyman as the Board of Trustees of the Fund deem advisable for active and prospective employees. The Board shall determine in its sole discretion the nature and extent of such training and education.

### (2) Acceptance of Trustees

Each Employer covered by this Agreement accepts to the terms and provisions of the Agreement and Declaration of Trust establishing the Northern California Teamsters Apprentice Training and Education Trust Fund, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representative insofar as the Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the

Trustees, including without limitation, the establishment, maintenance, modification and termination of the Training and Education plans to which reference is made in this Section, the amount and type of Training and Education which may be provided thereunder, the crediting of service for the purpose of determining the Training and Education of Individual and Prospective Employees, and the method of funding and providing the Training and Education.

## 4 (N) CONTRACT ADMINISTRATION FUND

A trust fund entitled "The Contract Administration Trust Fund I" shall be created to provide for the costs of the Employer administering the provisions of this Section 4(N). The contribution into a contract administration trust fund shall not exceed six cents ($.08) per hour for each hour paid for or worked. The trust fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Teamsters Trust Fund Corporation to the individual employers. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund. (NOTE: EUCA Members pay into the EUCA Industry Promotion Fund in lieu of Contract Administration – see Addendum 4 (O).)

## 4 (O) * INDUSTRY PROMOTION FUND

Each Individual EUCA Employer covered by this Agreement shall pay into the Engineering & Utility Contractors Association Industry Promotion Fund according to the following schedule: Effective July 1, 1993 – 10 cents ($.10) per hour. This Fund shall be paid in place of the Contract Administration Fund of six cents ($.06) per hour.

The costs of establishing and maintaining the Engineering & Utility Contractors Association Industry Promotion Fund shall be borne out of contributions to said Fund.

No portion of the Funds may be used for lobbying or promoting legislation harmful to the Union, subsidizing Individual Employers during a strike, or any other action that would be adverse to the interests of the Union.

## 4 (P) SUBSISTENCE (For subsistence area boundaries, see Supplement #1.)

The Employer shall pay to Employees covered by this Agreement the amounts shown below for each day worked in addition to the regular and overtime wages, for subsistence;

Area 1 - Free Zone. No subsistence to be paid for any work within this area.

Area 2 - Subsistence area. Subsistence shall be paid for work within this area:

| EFFECTIVE DATE | AMOUNT |
|---|---|
| **June 16, 2002** | **$20.00** |

If all compensable time is spent by an Employee in Area 1 he shall not be paid subsistence.

Employees employed in a yard, shop or plant set up in Area 1 to service a job or project any part of which is in Area 2, shall be paid subsistence if 51% or more of the hours worked or paid for by Employees covered by this Agreement on the job or project are in Area 2.

Employees employed in a yard, shop or plant set up in Area 1 (a free zone) to service a job or project any part of which is in Area 2 (subsistence zone), on which job or project less than 51% of the hours worked by Employees covered by this Agreement are in Area 2 (subsistence zone), shall not be paid subsistence unless such Employee works two or more hours, straight or overtime in any shift on such job or project in Area 2, in which case he shall be paid subsistence for the entire day.

The man hours worked or paid for in Area 1 in the shop, yard or plant, shall not be used in any computation in the two preceding paragraphs.

an Employee is transported by the Employer from a permanent yard or shop located in Area 1 to work in Area 2 and nsported back to the same permanent yard or shop in Area 1 all on the same day, on the Employer's time, he shall not ceive subsistence.

ich payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor andards Act and shall be paid to such Employee by check weekly and identified separately thereon.
mployees employed in a permanent yard, shop or plant not set up to service a job or project that is within the bsistence area, or employed by an Individual Employer on home building projects (not camps) located within the isting cities and towns within the subsistence area, shall not be paid subsistence.

the Individual Employer maintains, rents, leases, or otherwise contracts out or arranges for a camp in the subsistence ea hereinbefore described, the Individual Employer agrees that the charge to the Employees covered by this greement for suitable room and board shall not be more than the amount allowed for subsistence.

**(Q) *D.R.I.V.E.**

**Applicable to AECE Employers**

The employer agrees to deduct from the paycheck of all employees covered by this Agreements voluntary ontributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee hat are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" xcludes any week other than a week which the employee earned a wage. The employer shall transmit to DRIVE Jational Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each mployee on whose behalf a deduction is made, the employee's social security number and the amount deducted from hat employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the mployer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The employer will recognized authorization for deductions from wages, if in compliance with state law, to be transmitted to the local union or to such other organization as the union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

## SECTION 5 CONDITIONS and WORK RULES

### 5 (A) WORK WEEK

Five (5) consecutive days of eight (8) consecutive hours, exclusive of a meal period, Monday through Friday inclusive, shall constitute a week's work.

**4 x 10 Work Week** - An Individual Employer may establish a workweek of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall work nine and one-half (9-1/2) consecutive hours work, exclusive of meal period, shall constitute a shifts work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as maybe changed by mutual agreement.

## 5 (B) WORK DAY

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. If all Crafts on the project are employed on the basis of four-ten (4 x 10) hour days, the Teamster's shall work on the same basis.

## 5 (C) MAKE-UP DAY

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such a day on Saturdays and shall be paid at the applicable straight time rate.

In the event that work cannot be performed Monday through Thursday (4 x 10 hour workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such lost work day(s) on Friday and/or Saturday, and shall be paid at the applicable straight time rate.

## 5 (D) SHIFTS AND STARTING TIMES

(1) When more than one shift is employed, such shifts shall run consecutively. The regularly established starting time for the second (2nd) shift on a two-shift operation shall not be later than three (3) hours after the end of work, either straight time or regularly scheduled overtime, of the first shift. If three (3) shifts are used, the regular starting time for the second (2nd) and third (3rd) shift shall commence not later than one (1) hour after the regularly scheduled end of the previous shift.

The regular starting time for the second and third shifts shall be posted at the job site and cannot be changed during the course of the work week.

The above provisions may be modified by mutual agreement between the Union and the Employer.

(2) * Applicable to AGC Employers

(a) * The Employer may utilize individual starting times based on the quarter hour from 5:00 a.m. – 8:00 a.m.

** **Applicable to EUCA and AECE Employers**

** The starting time for a single shift shall be either 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., or 9:00 a.m.

The starting time for a double shift shall be either 6:00 a.m., 7:00 a.m., or 8:00 a.m.

The starting time for a triple shift shall be 8:00 a.m.

The straight time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

Other starting times may be established with the consent of the Union. Once established, the starting time may only be changed at the end of the work week.

(b) When a public agency requires that construction operations be rescheduled or curtailed due to traffic conditions, weather conditions, or fire hazards in a locality, special earlier or later starting time may be established by mutual agreement between the Individual Employer and the Local Union.

(c) ** Notwithstanding the other provisions of this Section 5D(2), the starting times for individual employees dispatched from stationary construction yards may be scheduled from day to day at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:40 a.m. and 9:00 a.m.

Other starting times may be established with the consent of the Union.

Employees dispatched from stationary construction yards will be informed of their starting time for the following day no later than the end of their shift, except in cases of emergency.

) During the winter months (December through February) between the hours of 5:00 a.m. and 5:00 p.m. the employees may be called out for a work assignment and shall be compensated for a minimum of four (4) hours at the appropriate rate of pay.

When employees are called out for a work assignment between the hours of 5:00 p.m. and 5:00 a.m., the employee shall be compensated for a minimum of four (4) hours at the appropriate overtime rate of pay.

he above provisions shall not conflict with Section 5(E) Special Single Shift.

4) Whenever the Employer employs three (3) shifts for five (5) or more consecutive days, the first shift of the day and of the work week shall start at 8:00 a.m. Monday and the work week shall end with the closing of the third or graveyard shift at 8:00 a.m. Saturday. Provided the three (3) shift operation started as indicated herein, all work performed between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be compensated for at the applicable overtime rates. However, if the three (3) shift operation did not commence as required herein, the overtime rate shall be applicable to all work performed after Friday midnight.

5) Where either two (2) or three (3) shifts are worked, the first shift shall work eight (8) hours and shall receive the regular straight time rate for eight (8) hours, the second (2nd) shift shall work seven and one-half (7-1/2)hours and shall receive the regular straight time rate for eight (8) hours, and the third (3rd) shift shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours. Once a two (2)or three (3) shift operation has been established, it shall not be terminated other than on a Sunday, except upon completion of the job.

* On a two (2) and/or three (3) shift job, in addition to the two (2) and/or three (3) shifts, a single day shift may be established providing it is for five (5) or more consecutive days and is under separate supervision. The regular starting time of such single day shift shall be between 6:00 a.m., and 8:00 a.m.; 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m. ***(for AGC and EUCA Employers)*** and between 5:00 a.m. and 9:00 a.m.; 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., or 9:00 a.m. ***(for AECE Employers).***

No single shift Employee shall be integrated with or relieve either a double or triple shift Employee and no double or triple shift Employee shall be integrated with or shall relieve a single shift Employee. The regular day's work for Employees on said shift shall be eight (8) hours.

## 5 (E) SPECIAL SINGLE SHIFT

When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union during the pre-job conference or by fax, e-mail or certified mail at least three (3) days prior to the start of such special shift (except in cases of emergency) the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of Section 5(H).

Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-productive to the

performance of work, the special single shift may commence on Sunday, with double (2) time to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until the completion of the eight (8) hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1 ½). If Saturday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Saturday and 8:00 p.m. Sunday shall be paid at double time.

The straight time rate for such special shift shall be $2.00 per hour above the appropriate straight time wage rate otherwise specified in this Agreement.

**5 (F) OVERTIME**

(1) All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the Employee's straight time rate.

(2) All work performed by an Employee before or after the regularly established starting and quitting time for his shift shall be compensated for at one and one-half (1-1/2) times the regular straight time rate. Such compensation shall be in addition to compensation required by Section 5(H).

(3) The overtime rate shall be time and one-half (1-1/2) an Employee's regular straight time rate except on Sunday and holidays when it shall be double an Employee's regular straight time.

**5 (G) HOLIDAYS**

The appropriate overtime rate shall be paid for all work performed on Saturdays and Sundays and Holidays, New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, day after Thanksgiving and Christmas Day. All overtime shall be reckoned by the hour and the half hour.

**5 (H) SHOW-UP TIME**

An Employee, regular or extra, if put to work during his regular shift shall be paid no less than four (4) hours pay, if working beyond four (4) hours shall be paid no less than six (6) hours pay, and if working beyond six (6) hours shall be paid no less than eight (8) hours pay. This provision shall apply to work on Saturdays, Sundays, and holidays, as well as to work on regular work days.

An Employee shall be notified at the end of his shift if he is not required to work the following day. In the event an Employee is not so notified and reports for work, but is not given any work he shall be paid for two (2) hours for such loss of time. In the event of inclement weather or breakdown of equipment, the Employer, unless a lesser period is agreed to by the Union, may give said notice by a mutually agreed upon method not less than two (2) hours prior to an Employee's regular starting time.

Payment shall be made at the appropriate straight or overtime rate applicable to the Employee at the time in question. An Employee shall keep his Employer informed at all times of his correct address and telephone number.

Any Employee who is laid off or discharged and is required to return for his paycheck shall receive two (2) hours pay in addition to the wages otherwise due him.

**5 (I) LUNCH PERIOD**

An Employee shall be granted a lunch period of one-half (½) hour or one (1) hour during the period starting one-half (½) hour before the mid-point of the shift and ending one-half (½) hour after the mid-point of the shift.

Whenever an Employee is not granted a lunch period within the time prescribed above, he shall be paid one-half (½)

ır or one (1) hour at the overtime rate of pay for the lunch period. Such penalty shall be separate and distinct from y overtime payment. If the lunch period is one (1) hour, the penalty to be applied is one (1) hour. It is agreed that the nployee is to be given a lunch period.

e length of the lunch period is to be posted and can only be changed by mutual agreement.

## J) WORKING RULES

) If an Employee is changed from one piece of equipment to another piece of equipment, the piece of equipment which the Employee leaves may not be operated, loaded or unloaded unless the Employee is replaced by another Employee covered by this Agreement.

If an Employee works on more than one classification during any work day or shift, he shall receive for the full day or shift, the rate of the highest classification on which he has been so employed, subject to the provisions of Section 5 (H).

2) Oilskins, jackets and trousers, rubber boots and gloves shall be furnished by the contractor to bootmen working on road oilers.

3) Repairmen shall not be required to furnish hand tools over 3/4" drive nor special and power tools required on the job.

(a) Tools – The Individual Employer shall provide on each jobsite a secure place where his Repairmen may keep his tools. If all or any part of a Repairmen's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Repairmen for any such loss from a minimum of one hundred dollars ($100.00) to a maximum of five thousand dollars ($5,000.00). In order to obtain the benefits of this paragraph, a Repairmen must provide the Individual Employer with an inventory of his tools at the time he commences work and additional inventory whenever the Repairmen acquires additional tools.

(b) Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: Pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Repairmen shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

(4) (a) Whenever any equipment listed in Section 4(A) which has been operated on the job by an Employee under this Agreement is moved under its own power from one construction job to another, from a construction yard to jobsite, from jobsite to construction yard, or from one yard to another yard, it shall be moved pursuant to the provisions of this Working Rule by Employees working under this Agreement.

(b) Provided that the Employee driving said equipment performs no production work immediately before or after moving said equipment, he shall be paid the applicable straight time hourly rate for all hours spent driving the equipment to his destination or returning from his destination to his point of origin.

(c) The driver shall be provided with return transportation to his point of origin.

(d) The driver shall be paid for reasonable lodging and meal expenses incurred on such trip in lieu of the travel and subsistence provided elsewhere in this Agreement.

(e) The provisions of Section 5(H) shall be applicable to each calendar day the Employee spends moving the equipment, laying over and returning to his point of origin.

(f) Except for Paragraph d., the provisions of this Work Rule are not applicable to any Employee when operating an Employer's transport equipment in the moving of any equipment listed in Section 4(A).

(5) (a) When the Employer requires that equipment be operated or that work be performed before the shift starts or after it ends, or on Saturdays, Sundays or holidays, such work will first be offered to the Employee who has been operating the equipment or performing the work on a regular straight time shift during the work week.

In the event an Employee is ordered to report for work under the provisions of this Work Rule, and after such Employee does report, his piece of equipment is not available due to a prior or subsequent mechanical breakdown, the Employee may utilize any other piece of equipment which is available on the job without such utilization being a violation of the provisions of this Work Rule.

(b) If the Individual Employer has used his own equipment to perform the work on the straight time shift during the regular work week, it shall be used to perform the overtime work required on the same job before out side equipment is hired to perform the same work.

(6) Except by mutual agreement between the Employer and the affected Union, no Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

(7) The Employer shall furnish suitable shelter to protect drivers from falling material. The Employer shall also furnish suitable drinking water and toilets.

(8) No Employee covered by this Agreement shall be required as a condition of employment to furnish transportation within the jobsite, or between jobsites, or from yard to jobsite, for the hauling of Employees, tools or equipment.

(9) When the Employer transports Employees from yard to jobsite or within the jobsite, he shall provide safe and suitable transportation.

When necessary for the safe performance of work, safety goggles shall be supplied by the Employer.

(11) Individual drivers may repair or help repair equipment operated by them at the "going" rate usually paid them.

(12) Whenever conditions warrant, the Employer shall install reversible fans on all earthmoving equipment.

(13) Employer to grant time off with pay when Employee is required to renew Motor Vehicle Driver's License.

(14) An Employee employed to drive equipment over public roads shall maintain a current valid driver's license of the proper classifications.

(15) Should an individual Teamsters' professional or personal driving record be such that an individual employer receives a surcharge on his automotive liability insurance premium, that individual Teamster may be assessed the surcharge, in order to ensure coverage under the individual employer's policy. The individual Teamster shall authorize a payroll deduction, in writing, in order to effect payment or be subject to layoff until such time as full payment of the assessed surcharge has been accomplished. The amount assessed by the employer and the terms of payment shall be subject to the grievance procedure.

## ECTION 6 SUBCONTRACTING

i) A contractor is defined as any person, firm or corporation who agrees with the Association, or with an Employer, or with a subcontractor of an Employer, to perform any part or portion of the construction work covered by this Agreement or by the Prime Contract, including the operation of equipment, performance of labor, installation of materials, and delivery, loading and unloading of materials, other than a supplier who is not performing covered work on the jobsite. A person, firm or other business entity who performs the function of a broker in supplying owner-operators to the Employer is not a subcontractor within the meaning of this provision, unless he otherwise satisfied the above stated requirements. Owner-operators obtained from brokers or others are subcontractors under this provision unless they have an employer-employee relationship with the Employer.

2) With respect to work performed within the geographical area covered by this Agreement at the site of construction, alteration, painting or repair of a building, structure, road or other work, the following shall apply: An employer to whom this provision is applicable shall subcontract work covered by this provision only to a person or firm who will agree, with respect to employees hired by him to perform work covered by this Agreement, to comply with all the terms and conditions of this Agreement. The subcontractor shall be considered an Employer on the project where the work is performed irrespective of whether such person or firm is signatory to this Agreement. Owner-operators performing work covered by this Paragraph (B), however, shall be treated in accordance with the conditions contained in Section 7, Owner Operator. This Paragraph (B) shall be applicable to all subcontractors, whether or not owner-operators, with respect to employees hired by them.

(a) The Employer further agrees that when subcontracting work covered by this Agreement which is to be performed within the geographical area covered by this Agreement, but which is not to be performed at the site of the construction, alteration, painting or repair of a building, structure, road or other work, the Employer will encourage and give fair consideration to bids from Union employers and will not exclude Union employers from bidding any such work.

(b) Due to the changing nature of "off site hauling" the parties will continually monitor the effectiveness of this provision through Section 10(e) Partnering, of this Agreement.

(3) The Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering into such subcontract and shall specify the name and address of the subcontractor. Any Employer who gives such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection B hereof with respect to jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringes, benefits or contributions, provided herein except as provided hereinafter.

In the event a Local Union questions compliance by a subcontractor with the provisions of this Section, the Union shall so notify the Employer in writing and the Employer shall furnish to the Union within fifteen (15) days a written, itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contracting agencies on behalf of subcontractors, the Employer shall furnish copies of such submission to the Union upon written request.

If thereafter any subcontractor shall become delinquent in the payment or meeting of the obligations set forth above, the Union shall promptly give written notice thereof to the Employer and Subcontractor specifying the nature and amount of such delinquency by such Subcontractor. More than one such notice may be given with respect to delinquencies. If such notice is given, the Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Employer to the subcontractor and shall pay and satisfy there from the amount of such delinquency by such subcontractor as follows:

If such subcontractor does not dispute the existence of amount of such delinquency, the Employer shall forthwith pay the amount of such delinquencies to the person or fund entitled thereto. Any such dispute as to the existence or amount of such delinquency shall be settled by the Union and Subcontractor as provided in Section 10(A) hereof and the Employer shall pay to the person or funds entitled thereto the amount of such delinquency as so determined and costs incurred.

The Employer shall not be liable for any such delinquency occurring more than sixty (60) days prior to the receipt of such written notice from the Union.

(4) In the event that this provision shall be determined to be illegal or void by any tribunal in a final and binding adjudication, or in the event an injunction shall be issued by any tribunal against the enforcement of this provision in whole or in part, either party shall have the right to reopen negotiations for the purpose of reaching agreement upon a substitute provision. If agreement is not reached within sixty (60) days after the reopening, the parties shall have the right to engage in lawful economic action in support of their respective positions.

## SECTION 7 OWNER-OPERATOR

(1) Whenever owner-operator is used in this section it means owner-driver only and nothing in this section shall apply to any person or equipment except where the owner of this equipment drives the equipment in the performance of work covered by this Agreement for an Employer. Owner-operators obtained from persons who have no responsibility for the performance of work other than providing the service of owner-operators, or from any other source other than subcontractors as defined in Section 6, shall be included in this section if otherwise covered by the language in this section.

(2) Legal or equitable title to the power equipment and all licenses and permits required by any governmental agency must be in the name of the actual owner-driver.

(3) The Employer expressly reserves the right to control the manner, time, means and details of and by which the owner-operator performs his services, as well as the ends to be accomplished, and shall be the sole judge of the capability of the owner-operator's equipment to perform the work required to be performed and may if the Employer determines that the owner-operator's equipment is not capable of performing the work required to be performed, terminate such owner-operator's services; provided, however, that the owner-operator may file and process a grievance under Section 10(A) hereof on the grounds that the Employer's determination that the owner-operator's equipment is inadequate was a pretext for terminating the owner-operator's services. Failure to work the day or one-half (½) day out, as directed, shall terminate the owner-operator's employment and he shall be paid only for actual time worked prior to such failure. The Employer shall not pay for time spent by the owner-operator in repairing, servicing or maintaining his equipment after termination of employment, or before or after his shift or half-shift, as the case may be.

(4)

(a) The owner-operator shall be carried on the payroll of the Employer as an Employee, subject to the provisions of Subsection O below, and as such, all the terms and conditions of this Master Agreement and any amendment or amendments thereto shall be applicable to him except as provided elsewhere in this section and except that in the event that it is determined that the services of an owner-operator were terminated without just cause, any payment for time lost shall be limited to the wage and fringe benefit payments provided in this Agreement, and shall not in any event include any payment with respect to the equipment or the loss of use thereof; and except, further, that the owner-operator shall not be subject to the provisions of Sections 3 and Supplement #3.

(b) It shall be the obligation of the Employer to notify the employment office in of locality of the work, of the name, Social Security Number and P.U.C. Permit Number of the owner-operator within twenty-four (24) hours after the owner-operator reports for work. Should the Employer fail to provide such notification, the Local Union may take economic action twenty-four (24) hours after receipt by the Employer of written notice from the Local Union of such intention.

(c) Any Employer who fails to place an owner-operator on the payroll as required by Paragraph D (1) above maybe penalized through the grievance procedure in an amount not to exceed one hundred dollars ($100) per day for each such violation, such penalty to be paid into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California. The Union shall have access to the Employer's payroll and other pertinent records for the drivers involved, upon reasonable request.

5) No provision of other sections of this Agreement shall be interpreted as requiring payments for the use, maintenance or servicing of the owner-operator's equipment.

6) Separate checks shall be issued by the Employer for such driver's wages and vacation payment and equipment. The amount of the separate check for such driver's wages shall not reduce the amount actually received for equipment compensation as distinguished from wages, to a level below that provided for in Subsection (J) of this section.

7) Compensation for the equipment shall be by check for the full amount due, less any agreed advances. A statement of any charges by the Employer shall be issued at the same time.

8) The owner-operator shall provide and shall have sole responsibility for gasoline, oil, grease, tires, tubes, repairs and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

9) There shall be no interest or handling charge on earned money advances prior to the regular pay day.

10) The provisions of this section have been negotiated and agreed upon by and between the parties for the objects and purposes expressed in Subsection M of this section. The parties have not undertaken to negotiate for the Employees any profit whatsoever for the leasing and rental of the equipment they drive. On the contrary, compensation for the equipment shall be set by Agreement between the Employer and the owner-operator at a level which will not circumvent or defeat the payment of wages, fringes and conditions of any Employee covered by this Master Agreement and which will assure compensation to the owner-operator of not less than the actual cost of operation of such equipment.

(11) There shall be no reductions by reason of the signing of this Agreement where the present basis of payment is more favorable to the owner-operator than the basis provided for herein.

(12) It is further understood and agreed that any arrangements which have heretofore been entered into between employees (owner-operator) either among themselves or with an Employer applicable to owner-operator equipment contrary to the terms hereof shall be dissolved or modified within thirty days after this section becomes effective so that such arrangements shall conform to this Section. In the event that the parties to such an arrangement cannot agree upon a method of dissolution or modification of such an arrangement to make the same conform to this section, the question of dissolution or modification shall be submitted to the grievance procedure under Section 10(A) hereof.

(13) t is further mutually understood and agreed that the intent of this section is to assure the payment of wages, fringes, and conditions as provided in this Master Agreement and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, fringes, and conditions as provided in this Master Agreement.

(14) It is further agreed that the Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this section of this Master Agreement, nor shall any owner-operator's arrangement with an Employer be terminated for the purpose of depriving any other employee of employment.

In the event that the Employer has available equipment, the owner-operator may be assigned to operate such equipment on the job during the period of the repair of the owner-operator's equipment and not to exceed forty-eight (48) hours and so long as no Employee is laid off to provide work for such equipment. And the employment office in the locality where the work is to be performed, is unable to provide qualified workers.

(15) Owner-Operators shall be placed on the payroll of the Individual Employer and shall receive full fringe benefits from the first hour, provided, however, that any owner-operator who is a member in good standing of the Union (as defined in Section 1.A.(3)), or who has tendered full initiation fees and dues, and who is utilized by an Individual Employer or an employer signatory to a collective bargaining agreement with the Union, may elect not to be placed on the payroll of the Individual Employer, and the Individual Employer shall notify the Union of the option selected. Violation(s) of this subsection shall subject the employer to one (1) days pay plus fringes for each violation to qualified persons on the out of work list in the area where the violation(s) occurs. Each of the parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this subsection is unlawful.

(16) In the event a final determination is made in any litigation involving this Section that any provision thereof is illegal or void, or in the event an injunction is issued prohibiting the enforcement of any provision of this Section, the parties shall promptly enter into lawful negotiations concerning the subject matter of said provision(s). If agreement is not reached within sixty (60) days after negotiations begin, either party shall have the right to engage in lawful economic action in support of its position.

(17) This Section 7 shall be applicable only to owner-operators performing work to be done on site (i.e. site of construction, alteration, painting or repair of a building, structure, road or other construction work).

## SECTION 8 GENERAL CONDITIONS

### 8 (A) GEOGRAPHIC & MARKET CONDITIONS

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Employers.

### 8 (B) CONFLICTING CONTRACTS

Any oral or written agreement between the Association or an Employer on the one hand and an individual Employee on the other which conflicts or is inconsistent with this Agreement or any supplemental agreements hereto, which dis-establishes or tends to dis-establish the relationship of Employer and Employee, or which establishes a relationship other than that of Employer and Employee, shall forthwith terminate.

No oral or written agreement which conflicts with or is inconsistent with this Agreement, or any agreements supplemental hereto, shall hereafter be entered into by and between the Association or any employer on the one hand and any individual employee performing work within the jurisdiction of the Union.

### 8 (C) ELIMINATION OF RESTRICTIONS ON 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 to do any work. There shall be no limitation or restriction of the use of machinery, tools, or other labor saving devices. Employees shall perform their duties in such fashion as to promote efficient operation of the particular duty and of any job as a whole. The Union and the Employer recognize the principle of a fair days pay for a fair days work.

## (D) EMPLOYER RESPONSIBILITY

The Employer shall be held responsible for the violation of overweight, overwidth and defective equipment unless the employee has acted contrary to the instructions of the Employer.

The Employer shall post bail for employees arrested for one of the aforesaid violations. Any Employee forced to spend time in jail or in court in connection with such a violation shall be compensated at his regular hourly rate for time lost and shall be reimbursed for court costs and transportation costs.

Whenever an Employee is subpoenaed as an Employer witness he shall be reimbursed for all time lost and expenses incurred.

An Employee shall not be deemed to have acted contrary to the instructions of his Employer unless so notified in writing within (10) days after the presentation of the citation to the Employer.

## (E) BONDS

No Employee shall be required by his Employer to deposit a cash bond with such Employer or with any other person. In the event that a surety bond is required, the premium therefore shall be paid by the Employer.

## (F) GARNISHMENTS / WAGE ASSIGNMENTS

In the event of notice to an Employer of a garnishment or impending garnishment, the Employer may take such disciplinary action as is allowed by applicable federal or state statutes if the Employee fails to satisfy such garnishment or garnishments. The Employer shall first notify the appropriate Local Union before taking disciplinary action.

## (G) RECORDS AND ITEMIZED STATEMENTS

The Employer shall provide suitable means for having the Employee register his reporting, quitting, and working time. In the event of a dispute over time and wage payments, such records will be promptly made accessible to the Business Representative of the Union during working hours.

An Employee's paycheck stub shall contain an itemized statement showing the breakdown of straight time hours, overtime hours, vacation payment, subsistence payments and all authorized deductions.

Upon Request, an Employer shall show an Employee a record of hourly contributions made on the Individual Employee's behalf to the Teamsters Health and Welfare and Pension Plans.

## (H) GENERAL SAVINGS CLAUSE

It is not the intent of the parties hereto to violate any clause, 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 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 in the event any provision of this Agreement is held or determined to be illegal or void they will promptly enter into lawful negotiations concerning the subject matter of said provision.

## 8 (I) CONTINUOUS OPERATION

This Agreement shall not prevent the Association or Employer engaged in such operations from negotiating or making agreements with the Union in the area with respect to projects in the area which require continuous operations and are covered by this Agreement and any existing agreement of such nature shall not be affected hereby. The term "continuous operations" as used in this Section means a job which runs five (5) or more consecutive days per week, two (2) or more shifts per day, starting not later than 8:00 A.M. Monday.

## SECTION 9 SAFETY AND HEALTH

(1) The parties shall cooperate in carrying out safety measures and practices for accident prevention.

(2) The Employer shall not require an Employee to operate any vehicle which is not in compliance with the existing State Vehicle Code, Industrial Safety Orders or other applicable statutes in court orders.

The Employer shall maintain a safe and healthy workplace. Employees shall be provided with appropriate personal protective equipment as required by applicable laws, rules and regulations.

***Applicable to AGC and EUCA Employers**

The Employer will provide compensation to an employee required to undergo HAZMAT Training as follows: $100 per diem for each day of attendance at training provided by the Teamsters Training Program.

(3) Under no circumstances will an Employee be required or assigned to engage in any activity involving a violation of any applicable statue or court order, or in violation of a government regulation relating to safety to person or equipment. An Employee shall immediately or at the end of his shift, report all defects of equipment. Such reports shall be made in sufficient copies to provide the Employee with a copy and one copy shall remain in the cab of the vehicle in a conspicuous place and shall not be removed until such deficiencies are corrected.

(4) No Employee shall be discharged, suspended or otherwise disciplined for a refusal to work on any equipment not in compliance with existing State Vehicle Code, Industrial Safety Orders, or other applicable statutes or court orders. Any Employee may be discharged, suspended, or otherwise disciplined 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.

## SECTION 10 DISPUTE / RESOLUTION

## 10 (A) GRIEVANCE PROCEDURE

All disputes arising under this Agreement shall be resolved in accordance with the following procedures:

(1) An Employee having a dispute shall first attempt to resolve said dispute with his immediate supervisor. If the dispute is not thereby resolved, it shall be referred to the Union in the locality. The Union shall attempt to settle the dispute with the Employer.

(2) If the Union and the Employer are unable to resolve the dispute, it shall be referred to the Board of Adjustment.

(3) The Board of Adjustment shall be composed of two (2) members named by the Committee, two (2) members named by the Association and an Impartial Arbitrator. The two (2) members named by the Committee and the two (2) members named by the Association shall be selected by each party from eight (8) member panels previously designated by each party as provided below. The parties shall agree to procedures for selection of the Impartial Arbitrator; provided, however, such Impartial Arbitrator will be bound by the rules and procedures set forth below.

Each party to the contract shall name its eight (8) member panel within sixty (60) days after the signing of this contract. The failure of either party to so name its members shall act to release the other party of its duties under this section until such time as the members are appointed.
Each party may establish its own rules governing the selection and replacement of its panel members; provided, however, that each party must give prior notification in writing to the other of the appointment of new panel members.

4) The Board of Adjustment shall have an Impartial Arbitrator participate in all of its deliberations. However, the parties by mutual agreement may excuse the Impartial Arbitrator from participation in any case and the Board of Adjustment may then render a decision by majority vote. If such Impartial Arbitrator is not present at such determination of a case by the Board, he shall participate thereafter in any deadlocked case or cases and his decision shall be final and binding. Pending a decision by the Impartial Arbitrator, work shall be continued in accordance with the provisions of this Agreement.

5) In addition to any rules or procedures which the parties may adopt, the Board of Adjustment shall be governed by the following provisions:

(a) No attorneys shall be utilized except if purely legal issues are involved.

(b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties.

(c) The Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless mutually requested by the parties.

(d) The parties shall select and utilize Impartial Arbitrators who are willing to abide by the procedures set forth herein. An appropriate list of arbitrators shall be selected by the parties. The parties shall establish procedures for selecting an Individual Arbitrator to hear cases.

(6) It is understood and agreed by and between the parties that the following classes of disputes are not subject to the provisions of this section and that, except as otherwise provided in this Agreement, each party shall have the right to take such legal and economic action as it may deem proper to resolve said dispute:

(a) Disputes arising out of a violation of the hiring provisions of Section 3 unless by mutual agreement of the Employer and the Union;

(b) Disputes arising out of the failure of an Employer to meet the payroll for Employees covered by this Agreement;

Disputes arising because a payroll check issued by an Employer to an Employee is dishonored;

(7) The failure of the Board of Adjustment to hear a dispute properly before the Board, having been requested to do so by the moving party, or the failure of either party to comply within thirty (30) days with a final decision by the Board of Adjustment or the Arbitrator, as the case may be, shall relieve the other party of the duty to further comply with the provisions of this section. Provided, however, neither a dispute nor final decision under the grievance procedure involving alleged violations of Section 6(B) of this Agreement may be made the subject of economic action.

(8) Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto, provided such decision is specifically limited to the matter submitted and does not amend any provisions of this Agreement.

(9) The expenses of employing an Impartial Arbitrator including the cost of a court reporter, if required, shall be borne equally by the parties.

(10) No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless called to the attention of the Employer and the Union or the Local Union, within forty-five (45) days after the alleged violation was committed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.
In discharge and suspension cases the Union must submit the grievance within ten (10) days after receiving the written notice thereof, as provided in Section 3(N). Discharge and suspension cases shall be placed on the agenda of the Board of Adjustment which is next scheduled after the submission of the grievance.

(11) The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures.

All disputes filed with the Board of Adjustment must be submitted to said Board of Adjustment on the official disputes form adopted by the Board of Adjustment.

## 10 (B) NO CESSATION OF WORK

(1) Subject to the exceptions hereinafter set forth neither the Committee nor any Union will authorize a strike, slow down or work stoppage with respect to any dispute arising out of the terms and conditions of this Agreement.

(2) Slow downs, work stoppages, strikes and withdrawals of Employees covered by this Agreement in connection with one of the following classes of disputes shall not be a violation of this Agreement.

(1) Disputes arising out of the failure to comply with the provisions of Section 3 of this Agreement.

(2) Disputes arising out of the failure of an Employer to meet his payroll for Employees covered by this Agreement.

(3) Disputes arising because a payroll check issued by an Employer to an Employee is dishonored.

(4) Disputes arising out of the failure of an Employer to make the contributions required by Section 4(I), Section 4(J) or Section 4(K), provided the Employer shall have been given seventy-two (72) hours notice of his delinquency due to his failure to make contributions.

(5) Whenever the Union has been excused from further performance of its obligations under Section 10(A).

(6) Disputes arising out of Section 7D(3).

(3) Neither the Association nor any Employer will authorize any lockout, slow down or other work stoppage with respect to any dispute arising out of the terms and conditions of this Agreement.

## 10 (C) PICKET LINES

No Employee covered hereby may be discharged or permanently replaced for refusing to cross a lawful primary picket line sanctioned by Teamsters Joint Council #38 or Teamsters Joint Council #7. The Union shall approve or disapprove the picket or picketing within twenty-four (24) hours of notification by the Individual Employer, during which period of the time, the Employees covered by this Agreement shall continue to work. This provision shall not apply to a jurisdictional picket line. However, an Employee of an Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed to do so by the Union under the provisions of Section 2(D) may be discharged by his Individual Employer.

This clause shall not be interpreted to apply to a picket line which has been determined by a court or Federal Agency of competent jurisdiction to be unlawful.

## ) (D) JURISDICTIONAL DISPUTES

here shall be no cessation of or interference in the work of an Employer by reason of a jurisdictional dispute between e Union and another union. Such disputes shall be settled directly between the International Brotherhood of eamsters, Chauffeurs, Warehousemen & Helpers of America and the Union involved.

he Employer shall take cognizance of the General Presidents' Agreements covering craft jurisdictional work ssignments when assigning work to Union employees. The parties specifically agree it is not their intent to alter the raditional and historical work assignments and practices of the Individual Employer, as they concern the General residents' Agreements or a agreed upon successor agreement by the involved Unions.

f agreed by all Northern California Basic Trades and Employer Associations signatory hereto, all jurisdictional disputes etween or among building and construction trades unions and individual Employers, parties to this Agreement, shall be ettled and adjusted according to the present plan established by the Building and Construction Trades Department or ny other plan or method or procedure that may be adopted in the future by the Building and Construction Trades Department, or the involved Unions. Decisions rendered shall be final, binding and conclusive on the individual Employer and Union, parties to this Agreement, with respect to the dispute.

## 10 (E) PARTNERING

The Union and the Association recognize the value of Partnering in addressing mutual concerns that arise under the administration of this agreement. Both parties will continue to meet on an ongoing basis to mutually address these concerns as they arise.

## SECTION 11 SUPPLEMENTAL AGREEMENTS

There are attached hereto the following Supplemental Agreements:

Supplemental Agreement No. 1 - Subsistence
Supplemental Agreement No. 2 - Cost of Living Adjustment
Supplemental Agreement No. 3 - Seniority (Pre 1986 Hires)
Supplemental Agreement No. 4 - Substance Abuse Policy

## SECTION 12 EFFECTIVE AND TERMINATION DATES

Except as otherwise provided herein, this Agreement shall be effective as of June 16, 2006, and remain in effect until June 15, 2010, and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided in this Agreement. The wage rates set forth in Section 4(A) shall be effective as of June 16, 2006.

All other terms and conditions of the 2002-2006 Teamsters Master Labor Agreement, including side letters, shall remain unchanged.

It is agreed that in the event that either party should exercise its rights under the paragraph last above set out, they will for a period of sixty (60) days prior to June 15, 2010, bargain exclusively with each other with respect to all wage rates, working conditions, and hours of employment for the work herein covered. If no Agreement has been entered into at the expiration of said sixty (60) day period, then this Agreement shall there upon cease and terminate, and the parties shall be free to negotiate with whomsoever they please.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand by their respective officers duly authorized to do so on the day and year first above written, in Martinez, California.

FOR THE EMPLOYER:

**Associated General Contractors of California, Inc.**

Thomas T. Holsman, CEO

**FOR THE ASSOCIATION:**
**Engineering & Utility Contractors Association**
/s/ Mark Breslin
**Mark Breslin, Executive Director**

**FOR THE ASSOCIATION:**

ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS

BY _____
Dennis Linsmeier, Chairman

BY _____
Timothy J. Conway, Secretary

FOR THE UNION:

**Heavy, Highway, Building and Construction Teamsters Committee for Northern California**

_____
Dale Robbins, Chairman, Nor-Cal Teamsters Committee

## SUPPLEMENTAL AGREEMENT NO. 1 - SUBSISTENCE

AREA DESCRIPTIONS

The following is a description, based upon Township and Range lines, of Areas 1 and 2.

Area No. 1 is all of Northern California within the following lines.

Commencing at the S.W. corner of township 16S, range 1W, Mt. Diablo Base line and Meridian:

Thence easterly crossing the Mt. Diablo Meridian to the S.E. corner of township 16S, range 2E,
Thence southerly to the S.W. corner of township 17S, range 3E,
Thence easterly to the S.W. corner of township 17S, range 4E,
Thence southerly to the S.W. corner of township 18S, range 4E,
Thence easterly to the S.E. corner of township 18S, range 4E,
Thence southerly to the S.W. corner of township 19S, range 5E,
Thence easterly to the S.E. corner of township 19S, range 5E,
Thence northerly to the N.E. corner of township 19S, range 5E,
Thence easterly to the N.E. corner of township 19S, range 7E,
Thence southerly to the S.E. corner of township 19S, range 7E,
Thence easterly to the N.E. corner of township 20S, range 8E,
Thence southerly to the S.E. corner of township 20S, range 8E,
Thence easterly to the N.E. corner of township 21S, range 15E,
Thence southerly to the S.E. corner of township 21S, range 15E,
Thence easterly to the N.E. corner of township 22S, range 16E,
Thence southerly to the S.E. corner of township 22S, range 16E,
Thence easterly to the N.E. corner of township 23S, range 17E,
Thence southerly to the S.E. corner of township 23S, range 17E,
Thence easterly to the N.E. corner of township 24S, range 18E,
Thence southerly to the S.E. corner of township 24S, range 18E,
Thence easterly to the S.E. corner of township 24S, range 26E,
Thence northerly to the N.E. corner of township 24S, range 26E,
Thence easterly to the S.E. corner of township 23S, range 27E,
Thence northerly to the N.E. corner of township 22S, range 27E,
Thence westerly to the N.W. corner of township 22S, range 27E,
Thence northerly to the N.W. corner of township 15S, range 27E,
Thence easterly to the S.E. corner of township 14S, range 27E,
Thence northerly to the N.E. corner of township 14S, range 27E,
Thence westerly to the N.W. corner of township 14S, range 27E,
Thence northerly to the N.E. corner of township 13S, range 26E,
Thence westerly to the S.W. corner of township 12S, range 26E,
Thence northerly to the N.W. corner of township 11S, range 25E,
Thence northerly to the N.E. corner of township 10S, range 24E,
Thence westerly to the N.W. corner of township 10S, range 23E,
Thence northerly to the N.E. corner of township 8S, range 22E,
Thence westerly to the N.W. corner of township 8S, range 22E,
Thence northerly to the N.E. corner of township 6S, range 21E,
Thence westerly to the N.E. corner of township 6S, range 17E,
Thence northerly to the N.E. corner of township 5S, range 17E,
Thence westerly to the N.E. corner of township 5S, range 16E,
Thence northerly to the N.E. corner of township 3S, range 16E,

Thence westerly to the N.E. corner of township 3S, range 15E,
Thence northerly to the N.E. corner of township 2S, range 15E,
Thence westerly to the N.E. corner of township 2S, range 14E,
Thence northerly to the N.E. corner of township 1S, range 14E,
Thence westerly, along the Mt. Diablo Base line to the N.E. corner of township 1S, range 13E,
Thence across the Mt. Diablo Base Line in a northerly direction to the N.E. corner of township 2N, range 13E,
Thence westerly to the N.E. corner of township 2N, range 12E,
Thence northerly to the N.E. corner of township 3N, range 12E,
Thence westerly to the N.E. corner of township 3N, range 11E,
Thence northerly to the N.E. corner of township 5N, range 11E,
Thence westerly to the N.E. corner of township 5N, range 10E,
Thence northerly to the N.E. corner of township 10N, range 10E,
Thence westerly to the N.W. corner of township 10N, range 10E,
Thence northerly to the N.E. corner of township 11N, range 9E,
Thence westerly to the N.E. corner of township 11N, range 8E,
Thence northerly to the N.E. corner of township 21N, range 8E,
Thence westerly to the N.E. corner of township 21N, range 6E,
Thence northerly to the N.E. corner of township 22N, range 6E,
Thence westerly to the N.E. corner of township 22N, range 5E,
Thence northerly to the N.E. corner of township 28N, range 5E,
Thence westerly to the N.E. corner of township 28N, range 4E,
Thence northerly to the N.E. corner of township 30N, range 4E,
Thence westerly to the N.W. corner of township 30N, range 1E,
Thence northerly along the Mt. Diablo Meridian to the N.W. corner of township 34N, range 1E,
Thence westerly to the N.W. corner of township 34N, range 6W,
Thence southerly to the S.W. corner of township 33N, range 6W,
Thence westerly to the N.W. corner of township 32N, range 7W,
Thence southerly to the S.W. corner of township 30N, range 7W,
Thence easterly to the S.E. corner of township 30N, range 7W,
Thence southerly to the S.W. corner of township 16N, range 6W,
Thence westerly to the N.W. corner of township 15N, range 14W,
Thence southerly to the S.W. corner of township 14N, range 14W,
Thence easterly to the S.W. corner of township 14N, range 13W,
Thence southerly to the S.W. corner of township 13N, range 13W,
Thence easterly to the S.E. corner of township 13N, range 13W,
Thence southerly to the S.W. corner of township 11N, range 12W,
Thence easterly to the S.E. corner of township 11N, range 12W,
Thence southerly to the N.W. corner of township 7N, range 11W,
Thence westerly along the northerly line of township 7N,
Excluding that portion of Northern California within Santa Clara County included within the following lines:

Commencing at the N.W. corner of township 6S, range 3E, Mt. Diablo Base line and Meridian,

Thence in a southerly direction to the S.W. corner of township 7S, range 3E,
Thence in an easterly direction to the S.E. corner of township 7S, range 4E,
Thence in a northerly direction to the N.E. corner of township 6S, range 4E,
Thence in a westerly direction to the N.W. corner of township 7S, range 3E, which portion is a part of Area 2.

Area 1 also includes that portion of Northern California within Humboldt County included within the following lines:

Commencing at the S.W. corner of township 2N, range 3W, Humboldt Base Line and Meridian
Thence easterly to the S.W. corner of township 2N, range 1W,
Thence southerly to the S.W. corner of township 1N, range 1W,

Thence easterly along the Humboldt Base Line to the S.W. corner of township 1N, range 2E,
Thence southerly to the S.W. corner of township 1S, range 2E,
Thence easterly to the S.E. corner of township 1S, range 2E,
Thence northerly to the N.E. corner of township 1S, range 2E,
Thence easterly along the Humboldt Base Line to the S.E. corner of township 1N, range 3E,
Thence northerly to the N.E. corner of township 9N, range 3E,
Thence westerly to the N.W. corner of township 9N, range 2E,
Thence northerly to the N.E. corner of township 10N, range 1E,
Thence westerly along the northerly line of township 10N.

## SUPPLEMENTAL AGREEMENT NO. 2 - COST OF LIVING ADJUSTMENT:

***It is agreed that the following Cost of Living Adjustment language shall not be applicable for the life of this Agreement.***

In addition to the Wage Rates and Fringe Benefits set forth in this Supplement No. 2, the parties have agreed to the following with respect to cost of living adjustments for the terms of this Agreement.

For purposes of this Agreement:

(1) "CONSUMER PRICE INDEX" refers to the "CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS - U.S. CITY AVERAGE - ALL ITEMS 1967 = 100", published by the Bureau of Labor Statistics, U.S. Department of Labor.

(2) "CONSUMER PRICE INDEX ADJUSTMENT BASE The Consumer Price Index Adjustment base for the 1st adjustment period shall be the Consumer Price Index for the month of March 1983. The Consumer Price Index Adjustment Base for the 2nd adjustment period shall be the Consumer Price Index for the month of March 1984.

(3) "CHANGE IN THE CONSUMER PRICE INDEX" is defined as the difference between the Consumer Price Index Adjustment Base and the Consumer Price Index as indicated at the conclusion of the subsequent twelve (12) month period.

(4) "COST OF LIVING ADJUSTMENT" If the change in the Consumer Price Index for either of the two 12 month periods described above exceeds five percent (5%), a Cost of Living Adjustment shall become effective as follows: The percentage increase in the Consumer Price Index in excess of five percent (5%) shall be applied to the total wage and fringe package in effect on June 15, 1984 and/or June 15, 1985, as the case may be, and shall be considered an "add-on" to the previously described wage and/or fringe benefit increases. Such "add-on" increases, if any, shall be effective on November 1, 1984, and November 1, 1985.

(5) Should the monthly Consumer Price Index in its present form and on the same basis of the last Index published become unavailable, the parties shall attempt to agree on a substitute Index, or if agreement is not reached, request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment, which shall be applicable as of the appropriate adjustment date and thereafter.

## SUPPLEMENTAL AGREEMENT NO. 3 - SENIORITY

Individuals hired on or after June 16, 1986 are specifically excluded from coverage by this Supplement #3. Furthermore, employees who have not gained seniority by June 16, 1986 are specifically excluded from coverage by this Supplement #3.

The provisions of this section are applicable only to Employees employed at or working out of a stationary construction yard of the Employer. Jobsites are excluded from the definition of a stationary construction yard.

Seniority is defined as an Employee's most recent period of unbroken continuous service at or out of the stationary construction yard of the Employer. If an Employer having more than one stationary construction yard (in a locality) has followed the past practice of merging the seniorities of Employees at said yards, this practice shall be continued.

The other provisions of this section notwithstanding, an Employer with a permanent yard may transfer Employees with their equipment who have been on the seniority list of that permanent yard for at least thirty (30) days, from that locality to another locality without restriction. Such transfers shall be first offered to the most senior Employees in the permanent yard; but, after refusing such transfer, such senior Employees shall not have the right to bump less senior Employees on the job in the other locality.

An Employer intending to utilize the transfer provisions set forth above shall notify the appropriate Local Union having jurisdiction immediately if the job is of a duration of more than one (1) day and less than six (6) days. A confirming letter shall also be sent to the appropriate Local Union.

In the event the job is of a duration of more than five (5) days, then the provisions of Section 3(B) shall apply, unless excepted by the local union(s) involved.

An Employee shall have no seniority rights and shall be considered a probationary Employee until he has first been employed for a total of ninety (90) work days in any one hundred twenty (120) work day period for any one Employer under this Agreement. During the probationary period the Employee may be terminated by the Employer for any reason without recourse, notwithstanding any provision in this Agreement to the contrary.

On the date that an Employee completes his probationary period, his seniority date for purpose of layoff and recall shall be retroactive to thirty (30) calendar days prior to such qualification date.

An Employee's seniority shall be broken and all rights accruing to seniority shall be lost whenever:

(1) an Employee quits;

(2) an Employee is discharged for just cause;

(3) an Employee fails to report back to work within three (3) calendar days after notification with a copy to the Union by the Employer by certified mail to said Employee at his most recent known address;

(4) an Employee has been laid off for lack of work in excess of twelve (12) consecutive months;

(5) an Employee not on layoff accepts assignment with his Employer at a site outside the Local Union jurisdiction of the stationary construction yard at which he is employed he shall forfeit his seniority at said yard. Provided that the Unions involved may mutually modify the operation of this paragraph.

(6) an Employee applies for and receives pension payments. In reduction of the work force due to slackness of work, the last Employee hired shall be the first Employee laid off provided that the remaining Employees are qualified to perform the available work. In re-hiring, the last Employee laid off shall be the first Employee re-hired provided that he is qualified to perform the available work.

A seniority list shall be posted at each stationary construction yard and shall be revised each six (6) months. The first of such lists shall be posted within fifteen (15) days of the effective date of these provisions. The individual employer shall supply the Local Union representative with a copy of the current seniority list upon request.

Seniority will be interpreted and applied as follows:

(1) On each working day the senior drivers will be dispatched within the classification which they are currently as signed except that no driver will be replaced on the basis of seniority once he has started his day's work.

(2) If a driver does not work in such classification for one (1) working day, he shall upon his request, be dispatched to a classification for which he is qualified, and in which there is a junior driver. He shall return to his first assigned classification as soon as work is available to him, in accordance with his seniority. Any driver who is so replaced shall, after one (1) working day, be entitled to replace a junior driver in a classification for which he is qualified, if he so requests.

(3) In the event equipment of a new classification is put into operation in any yard such job classification will be posted for bidding and will be assigned to senior men so bidding, provided they have the necessary qualifications, effective as of the date of the addition of such equipment, or within a reasonable time. Vacancies in job classifications created by the assignment of drivers to new classifications of equipment shall be filled by qualified drivers in the order of their preference and in accordance with their seniority standing, effective as of the date of the addition of such new equipment or within a reasonable time.

(4) (a) A driver off-work in his current assigned classification shall be offered any other available job at such yard, for which he is qualified, and shall be paid at the applicable rate for said job, before calling the employment office for new men.

(b) An Employee who has acquired seniority at a stationary construction yard and who does not work for one day in his assigned classification shall, at his request, have the right to displace a junior Employee at a construction site of the same Individual Employer located within the same Local Union's jurisdiction, provided he is qualified to perform the work. Employment on such construction site does not mean there is seniority on the construction site but does mean the Employee retains and continues to accrue seniority at the stationary yard of the Individual Employer.

An Employee who has acquired seniority at a stationary construction yard and has been laid off from such yard, shall have preference in hiring at a construction site of the same Individual Employer if it is in the same Local Union jurisdiction and providing he is qualified to perform the work. Employment on such construction site does not mean there is seniority on the construction site but it does mean the Employee retains and continues to accrue seniority at the stationary yard of the Individual Employer. Subsection (4)(b) to apply only to Local Unions 216, 287, 291, 315, 490, 624, 890, 912.

(5) Each Local Union shall have the option of whether the provisions of this section are operative within its territorial jurisdiction.

(6) When the Employer requires that work be performed or equipment be operated before the regular starting time, after the regular quitting time, on Saturdays, Sundays or holidays, such overtime work shall be first offered to the Employee who has performed the work or operated the equipment on the straight time shift during the regular work week.

## SUPPLEMENTAL AGREEMENT NO. 4 – SUBSTANCE ABUSE POLICY

NORTHERN CALIFORNIA CONSTRUCTION TEAMSTERS
JOINT LABOR MANAGEMENT

### I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employers with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. The parties will modify the Substance Abuse Policy to ensure that it remains in compliance with Federal and State laws including any new requirements under DOT. Any elements of the DOT regulations required to be part of the Substance Abuse Policy shall be added as an addendum to the current policy.

All Employees covered under the Policy will be subject to testing provisions mandated by the U.S. Department of Transportation ("DOT") Code of Federal Regulations CFR 382 and 49, as well as other Regulations mandated by DOT for drivers and other workers in "safety sensitive" positions.

### II. NOTICE

(1) An Individual Employer must give written notice to the Union that it is implementing this Policy.

(2) Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

### III. PURPOSE OF POLICY

(1) The Employer, Individual Employer(s) and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer(s) and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury. The Employer, Individual Employer(s) and the Union therefore adopt this Policy. The intent of the Policy is threefold:

(a) To maintain a safe, drug and alcohol free workplace;

(b) To maintain our work force at its maximum effectiveness; and

(c) To provide confidential referral to the Teamster Alcohol Rehabilitation Program/Teamster Assistance Program ("TARP-TAP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it. NOTE: Any reference to TARP should also be considered TAP.

(2) In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment before job performance has become a disciplinary problem. Employees are urged to use the services available through TAP. TAP will assist them and refer them to the appropriate treatment program.

(a) Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.

(b) An Employee shall be granted necessary leave of absence for treatment TARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

## IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees and the

Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. TAP shall continue to provide an educational program for the Individual Employers for their Employees and shall, to the maximum extent possible, train the Employees of all Individual Employers who implement this Policy.

## V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

## VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Service Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the MRO shall refer the affected Employee to TARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative and (4) the presence of a Job Steward if available and requested. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else.

If DOT revises its list of substances for which it requires employers to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

## VII. TYPES OF PERMISSIVE TESTING

### (A) TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual

Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to TAP. The Individual Employer shall not be obligated to employ any such Employee after TAP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

(B) PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained management representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained management representative's observations and conclusions must be confirmed by another trained management representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union representative (including a Steward) and allow the Employee to consult with a Union representative before the Employee submits to the test, if the Union representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

(C) ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident

will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

(D) RANDOM TESTING

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/ DISCIPLINE, of the Policy. TAP shall be the Substance Abuse Professional for all Employees. TAP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

Random testing will be administered in strict accordance with DOT regulations and will apply to all bargaining unit employees on a non-discriminatory basis.

(E) PRE-DISPATCH DRUG SCREEN

The parties shall establish a joint committee to determine whether there is a feasible means by which the Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

(F) OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

(G) DOT EXAMINATIONS AND OTHER PHYSICAL EXAMINATIONS

Where an Employer elects to perform a urine drug screen in conjunction with a DOT or other physical examination, the Employee must be given at least seven (7) days' advance written notice of such drug screen prior to the administration of the examination. The Employee is required to sign for the notice. Urine specimens must be analyzed pursuant to the methodology described in Paragraph VI. Urine drug screens performed in a DOT recurrent examination will be pursuant to DOT regulations. Physical examinations may be performed once every two (2) years within sixty (60) days after an Employee's anniversary date.

## VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to TAP based upon documented declining job performance or other observations prior to testing under Paragraph VII and/or disciplining the Employee.

## IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to TAP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by

Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. TAP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program and shall be required to re-employ any such individual after TARP releases the employee to return to work under the terms of a return-to-work agreement as provided in Section XI.

Any employee who does not seek voluntary assistance prior to being required to take a drug test may not be eligible for a return to work agreement and may be subject to discipline.

## X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

## XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of this policy. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to TARP any Employee who violates any provision of Paragraph X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. Any disciplinary action that is disputed in regards to this Section shall be subject to Section 10(A) Grievance Procedure.

An Individual Employer shall not be obligated to employ any such Employee after TAP releases the Employee to return to work. The Individual Employer may re-employ the Employee when TAP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when TAP releases the Employee, it may consider re-employing the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union, and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment TAP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan TAP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement, and subject the employee to immediate termination. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement.

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

## XII. NON DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in TAP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in TAP and/or undergoing treatment and rehabilitation.

## XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. TAP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employers. The Individual Employer will pay all costs for testing.

## XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

## XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

## FORM "A" - EMPLOYEE CONSENT AND RELEASE FORM

I, _____, have been directed by my employer, _____ _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Northern California Construction Teamsters which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phencyclidine, Barbiturates, Methaqualone and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work related accident involving property damage, bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations. My employer has advised me that:

1. I have a right to have a Union representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and

I have a right to consult with a Union representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Teamsters collective bargaining agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Teamsters agreement or any of my employer's policies which pertain to my employment.

I previously have received a copy of the Policy.
My employer has provided me with a copy of the Policy.

_____
(Employee Signature)

_____ _____
(Employee Name [Please Print]) (Date)

_____
(Witness Signature)

_____ _____
(Witness Name [Please print]) (Date)

## FORM "B" - INCIDENT REPORT FORM

Employee Involved: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: Yes No

Date Notified: _____ Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

_____

_____

Employee's Explanation: _____

_____

_____

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

_____

_____

Date/Time Action Taken: _____