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INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
INTERNATIONAL ASSOCIATION
LOCAL NO. 690

HEAVY, HIGHWAY & BUILDING AGREEMENT

JUNE 1, 2003 TO MAY 31, 2006

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INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
AND
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL NO. 690

JUNE 1, 2003 TO MAY 31, 2006

PREAMBLE

P.1 This Agreement is a successive principle agreement to the Eastern Washington-Northern Idaho Teamsters 2003-2006 Industry Agreement, and all other prior agreements thereto by and between the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS and the INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.).**

P.2 For purposes of this Agreement, the Inland Northwest AGC is acting as a multi-employer bargaining agent for and on behalf of the Employers who have requested the Inland Northwest AGC to act as their bargaining agent between the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 690 and the INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.)** acting as an agent for the individual contractor members.

P.3 This is a collective bargaining Agreement between members of the **INLAND NORTHWEST AGC (referred to as the "Employer"), and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 690** acting for and on behalf of all of their Local Unions, (hereinafter referred to as the **"Union"**), shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory Eastern Washington-Northern Idaho.

ARTICLE I
PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize wages and working conditions in **BUILDING, HEAVY & HIGHWAY CONSTRUCTION** work in the area affected.

1.2 Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.

1.3 The Associated General Contractors acting on behalf of those member firms who have authorized it to bargain on their behalf hereby recognize the Union as the sole and exclusive bargaining agent for all Teamsters performing work for such Employers within the territorial jurisdiction of this Agreement.

1.4 The Union recognizes the Associated General Contractors as the exclusive bargaining agent for each Employer who has authorized the Associated General Contractors to negotiate with the Union on its behalf.

ARTICLE 2
WORK AFFECTED

2.1 The persons, firms, associations, corporations, joint ventures, or other business entities party to or bound by the terms of this Agreement as "Employer" or "Employers."

2.2 This Agreement applies to and covers all TEAMSTERS work to be done at the site of the construction on all building and heavy-highway projects as defined in Article 5, or other work interpreted and applied in accordance with the National Labor Relations Act, as amended.

2.3 The term "Teamsters' work" refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

ARTICLE 3
MANAGEMENT'S RIGHTS

3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge for just cause. No rules, customs, or practices, shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

ARTICLE 4
TERRITORY COVERED

4.1 This Agreement shall cover all Teamsters Heavy, Highway and Building construction work in the following counties from the top of the Cascade Mountain range east: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman and Yakima in the State of Washington; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and that part of Idaho County North of Parallel 46 in the State of Idaho.

ARTICLE 5
WORK COVERED

5.1 **BUILDING:** Building construction shall be defined to include but not limited to, building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of buildings and excavation of foundations for building construction.

5.2 **HIGHWAY:** Highway construction shall be defined to include, but not limited to, constructing roads, streets, alleys, including crushing and paving (Portland Cement and Asphaltic Concrete), sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, and construction of sewage and waterworks improvements incidental to street and highway improvements.

5.3 **HEAVY:** Heavy construction shall be defined to include, but not limited to, constructing railroad projects, railroad bridges, heavy construction sewers and watermains, grade separations involving a railroad, foundations, piledriving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, generators, atomic energy development, missile sites and launching facilities and all work pertaining thereto,

hydroelectric development, transmission lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, (including paving operations), excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed, including the operation and maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services.

5.4 **ASBESTOS/TOXIC WASTE:** This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, toxic waste and/or lead abatement.

ARTICLE 6
UNION SECURITY

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

6.2 In the event the Union requests an Employer to dismiss an employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such a request shall be forwarded to the office of the Company.

6.3 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in conformity with such changes in order to comply with the spirit of the law in Sections 1 and 2.

6.4 No employee shall be discharged or discriminated against for union activity or representation of the Union.

ARTICLE 7
STRIKES & PICKET LINES

7.1 It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in Article 15.

7.2 Employees will not be discharged, disciplined or permanently replaced for any protected activity related to the recognition of a primary picket line approved by the Union party to this Agreement.

7.3 As required by law, employees shall be furnished to the Employer during labor disputes with other construction crafts and the Employer will endeavor to work as long as economically possible during these periods.

ARTICLE 8
SCOPE OF AGREEMENT

8.1 This Agreement applies to Teamsters work to be done at the site of the construction, alteration, painting or repair of a building, maintenance, or other work that may come under this Agreement

as defined in Article 5, as interpreted and applied in accordance with the National Labor Relations Act, as amended.

8.2 The term "Teamsters' work" refers to persons performing certain job functions. It also refers to craft classifications. It does not refer to union membership or affiliation.

ARTICLE 9
SUBCONTRACTING

9.1 The Employer agrees it will not subcontract or otherwise transfer in whole or in part any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this Agreement. The Employer agrees that a Teamster will be employed by the Employer or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the Union agreement. The Union agrees that it will not take economic action to enforce this Article. In the event of any change in the present law, this clause will be renegotiated.

9.2 Whenever the Employer is obligated to satisfy MBE-WBE recruiting requirements the Union and the Employer by mutual agreement may waive this provision prior to commencement of the work in the event an employer and union are unable to find qualified competitive union minority subcontractors.

9.3 When potential union subcontractors are not available in the locality of the job site to perform the work and where the general contractor receives no competitive union bids by mutual agreement, the Employer and the Union may waive this provision.

9.4 **OWNER/OPERATOR:** The Employer agrees to retain and exercise the right of control over owner-operators and operators of fleet owned equipment where such persons are performing work coming under this Agreement on behalf of the Employer. Such persons are acknowledged to be and in all respects will be treated as employees of the Employer. Such persons are entitled to all of the benefits and subject to all of the obligations of this Agreement, the hiring hall only being excepted.

9.5 When equipment hired, rented, or leased is used on any job, the employee operating the equipment shall be an employee on the payroll of the Employer and come under all legally enforceable terms and conditions of this Agreement, including Schedule "A" if not otherwise covered by this Agreement. The Employer will notify the Union within twenty-four (24) hours when they hire owner-operators.

ARTICLE 10
HOURS OF WORK - SHIFTS - OVERTIME

10.1 **SINGLE SHIFT OPERATION:**

(A) Eight (8) hours shall constitute a day's work, five (5) days shall constitute a week's work, Monday morning through Friday.

(B) A single shift operation shall be restricted to the hours between 6:00 a.m. and 6:00 p.m., and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate. Saturday shall not be used as a make-up day when a holiday falls on Friday.

(C) Four consecutive ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or holiday, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. On ten (10) hour shift schedules, all hours worked in excess of ten (10) hours a day must be compensated at the overtime rate. The Employer

may change from a five-eight schedule to a four-ten, or vice versa, but must make the change at the beginning of the work week and maintain such shift for at least one week. At no time will a crew work a combination of eight (8) and ten (10) hour days in the same calendar week.

(D) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day. Make-up days may only be worked if all of the basic crafts on the project are working at the straight time rate.

(E) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.

(F) When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours' work for eight (8) hours' pay. The Employer must give the Union notification prior to the start of a special shift.

10.2 **MULTIPLE SHIFT OPERATION:** Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

(A) **TWO SHIFT OPERATION:** On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two shift operation, they shall not be changed except upon three (3) working days' written notice to the Union.

(B) **THREE SHIFT OPERATION:** On a three shift operation, the following shall apply:

FIRST SHIFT: The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at midshift, between the hours of 6:00 a.m. and 6:00 p.m.

SECOND SHIFT: The second shift shall be seven and one-half (7 ½) hours of continuous employment, except for lunch period at midshift, and shall be paid for at eight (8) hours at the straight time hourly rate.

THIRD SHIFT: The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at midshift, and shall be paid for at eight (8) hours at the straight time hourly rate.

(C) **MULTIPLE SHIFT (a two or three shift) OPERATION** will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. Those groups of employees only who relieve first shift groups of employees and such first shift groups of employees who are relieved by groups of employees on a second shift, and on a three shift operation those groups of employees who relieve the groups of employees on a second shift, shall be construed as working multiple shifts. The intent of this clause shall be construed so as to recognize that a "reliever group" and a "relief group" does not necessarily mean "man for man" relief.

(D) It is understood and agreed that when the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate.

10.3 **GENERAL PROVISIONS:**

(A) **CALL OUT.** When an employee has completed his scheduled shift and is specifically "called out" by the Employer to perform special work of a casual, incidental or irregular nature, he shall receive premium pay in accordance with the proper overtime rates with a guarantee of two (2) hours.

(B) **PAVING OPERATIONS.** To take full advantage of weather conditions, starting time of operations for the paving of asphalt paving, road oiling and concrete paving will be at the option of the Employer. However, standby time will be considered as part of the regular operation and will be paid for at the regular rate.

(C) **MAINTENANCE (EXCLUDING EQUIPMENT REPAIR), WATCHMEN, FLAGMEN.** When no other work is in progress and it is necessary to keep maintenance men, watchmen or flagmen on duty on Saturdays and Sundays, they will be paid at straight time rates, but allowed two (2) regular consecutive days off each week. If these men work more than five (5) consecutive days in any one week, the sixth (6th) day shall be paid for at time and one-half (1 ½) the basic rate and the seventh (7th) day shall be paid for at double (2x) the basic rate.

10.4 **OVERTIME:** Work performed in excess of eight (8) hours per day Monday through Friday or ten (10) hours per day, Monday through Thursday, when four ten (10) hour shifts are established, or outside the established shift, and all work on Saturdays, or Fridays when four ten (10) hour shifts are established, except for makeup days, shall be paid at time and one-half (1 ½) the straight time rate. All work performed on Sundays and holidays shall be paid at double (2x) the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

ARTICLE 11
LUNCH AND REST PERIODS

11.1 Lunch will be approximately mid-shift. (See Article 10 for shift definitions). Lunch will be no less than one-half (1/2) hour and no more than one (1) hour.

11.2 **FIRST HALF SHIFT - LUNCH PERIOD:** If an employee is not given at least 30 minutes to eat in the first half of the shift, 30 minutes at the overtime rate shall be added to the hours worked.

11.3 **SECOND HALF SHIFT - LUNCH BREAK:** All employees must be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, 30 minutes at the overtime rate shall be added to the employee's hours worked.

11.4 **REST PERIODS :**

(A) The nature of the construction work covered by this Agreement allows intermittent rest periods. Employers shall provide such intermittent rest periods as work follow permits, equivalent to ten (10) minutes for each four (4) hours worked. Scheduled rest periods are not required.

(B) Such intermittent rest periods shall be taken on the work site.

It will be the responsibility of each employee to take such intermittent rest periods. If an employee does not take a rest period, then the employee must notify his supervisor and a rest period will be provided.

ARTICLE 12
HOLIDAYS

12.1 Holidays recognized under this Agreement shall be as follows: **NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND FRIDAY AND SATURDAY FOLLOWING, and CHRISTMAS DAY.** Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday, and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at double (2x) the regular straight time rate per hour. In reference to Independence Day, by mutual agreement, the day observed may be changed.

ARTICLE 13
PAY DAY

13.1 Employees shall be paid in full on company time on the job site, by mail or by direct deposit to the employee's account at a financial institution once a week; swing shift, graveyard shift and daylight second shift employees will be paid by the end of Thursday's shift, day shift employees will be paid by the end of Friday's shift, following the previous weekly payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last work day of the job before the holiday.

13.2 When an employee voluntarily quits or is terminated for cause, he shall be paid at the next regular pay day.

13.3 When employees are laid off or discharged, they shall be paid in full immediately or by check within forty-eight (48) hours.

13.4 If an employee is not paid in accordance with 13.1, 13.2, or 13.3, he shall receive two (2) hours pay for each 24-hour period or portion thereof, thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institution account will serve as the cutoff for any penalty. Saturdays, Sundays, and recognized holidays are excluded from the 24-hour period for determining penalty. Employees must notify the Union within 72 hours after the payday, layoff or discharge to be eligible for penalty pay.

13.5 Excluding weather and equipment breakdown, employees required to standby for more than forty-eight (48) hours have the option of standing by or signing the out-of-work list and having notified the company of the latter option is then eligible for payoff on the first payday after the layoff.

13.6 Payment shall be made by cash or check upon which there is no charge for exchange or direct deposit. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative within 15 days from the pay period in question.

13.7 Payroll checks and stubs shall indicate company name, straight time hours, overtime hours, rate of pay, itemized legal deductions, to include dues check-off and credit union, plus allowances if applicable. In the event an employee receives an N. S. F. check, thereafter all payments shall be made by cash or certified check and he shall be considered not paid timely and shall receive eight (8) hours pay for every 24-hour period thereafter until he receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty. Payroll stubs for those employees choosing direct payroll deposit shall be delivered in accordance with the procedures in Section 13.1.

13.8 The availability of direct payroll deposit is at the option of the employer. Each employee choosing it must sign an authorization before it can be started. No employee shall be discharged, laid off, disciplined, replaced, transferred or have any other adverse action taken against him/her for refusing to use the direct payroll deposit option.

ARTICLE 14
UNION REPRESENTATIVES & JOB STEWARDS

14.1 **Union Representatives on Jobs:** The Union representatives shall have access to all places where employees covered by this Agreement are employed, and transportation will be supplied where necessary.

14.2 **Shop and Job Steward Rules:**

1) Shop and Job Stewards shall be appointed by their respective unions. Upon appointment, the Union shall identify the Steward to the Employer or his representative in writing.

2) Stewards shall be allowed access to all places where employees covered by this Agreement are employed.

3) Job and Shop Stewards shall be allowed reasonable time for performance of their duties and shall be allowed to take care of union problems immediately.

4) All accidents on the job that cause the employee's removal from the job shall be reported immediately by the Employer to the Union and the Job Stewards.

5) In the event an employee is injured or becomes ill on the job, the Employer's representative in conjunction with the Steward shall take care of his personal belongings and their disposition.

6) The Union appointed Steward or the Union's designated replacement, subject to the Union's request, shall be on the job when any work, including overtime, is required provided the employee is qualified to do the work available.

7) Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.

8) Before a Steward can be terminated, or transferred from a job or shift the Employer or his representative shall give the union 48 hours notice.

9) When forces must be reduced, the Steward shall be given preferential treatment and be retained over other journeymen providing the Steward can do the work involved; except the last (name union employee) on the job may be the Foreman.

10) There shall be allowed one Steward on each shift on each job per contractor unless the distance between the work areas is so great that one Steward cannot police the work; then two (2) Stewards shall be allowed.

ARTICLE 15
SETTLEMENT OF DISPUTES & GRIEVANCES

15.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

15.2 Failure of an Employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe payments as outlined in this Agreement, is a violation of this Agreement and not subject to Grievance Procedure as outlined below. In the event of violation and after forty-eight (48) hour notice to the Employer, the Union shall have the right to take economic action against such Employer to collect such monies owed.

15.3 In the event that a dispute or grievance over the interpretation of this Agreement other than jurisdictional or as otherwise called for in this Agreement occurs, no such grievance shall be recognized unless called to the attention of the Employer by the Union or to the attention of the Union by the Employer in writing or postmarked within fifteen (15) days after the alleged violation was committed. The following procedure shall be followed for settling grievances:

15.4 **STEP I.:**
(A) The individual Employer and the Local Union Representative shall attempt to settle the dispute on a local basis.

15.5 (B) In the event that the dispute cannot be satisfactorily adjusted on a local basis within five (5) working days, the dispute shall be referred to the authorized representative of the Union and the authorized representative of the Inland Northwest Associated General Contractors for immediate review and settlement if possible.

15.6 **STEP II:** If the dispute or grievance remains unsettled after the foregoing procedures, it shall immediately be reduced to writing and referred to the Union Negotiating Committee and the AGC Negotiating Committee for resolution.

15.7 **STEP III:** Should the Union Negotiating Committee fail to settle the matter within three (3) days after written notification of the dispute (Saturdays, Sundays and holidays excluded) said dispute shall then be referred to binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons submitted by the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately remove names from this panel and the remaining name on the panel shall be the arbitrator. The decision of the arbitrator shall be within the scope and limited to the interpretation of this Agreement upon the points of issue as stipulated and shall be final and binding upon the parties. The arbitrator shall promptly render a decision, but not later than 30 days. Expense of employing said impartial arbitrator shall be paid equally by both parties.

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

ARTICLE 16
JURISDICTIONAL DISPUTES

16.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

16.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

16.3 All jurisdictional disputes between or among building and construction trades unions and employers shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the employer and unions.
(A) Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in

accordance with such agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

16.4 (B) If the disputed work cannot be satisfactorily settled between the local unions and the employer, the local unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute.

16.5 When requested to do so, Employers covered by this Agreement agree to furnish within 48 hours to the District Councils and Local Unions, statements of their past and present practices pertaining to work on which there is or may be a pending dispute. Such statements shall be written on the individual employer's letterhead.

16.6 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

16.7 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in this labor agreement.

ARTICLE 17
HEALTH, SAFETY AND ACCIDENT PREVENTION

17.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. All foremen and general foremen shall carry a current first aid card.

17.2 When physical examinations are required by a State or Federal agency, the Employer shall make arrangements for said appointments upon request by the employee and make payments for such examinations and pay for time spent getting the examination. This paragraph does not apply to ICC requirements.

17.3 **Dry Shack:** The dry shack provisions shall be discussed and agreed to at the pre-job conference or prior to commencement of work where agreed, and the project warrants. The Employer shall at the start of the job furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods, and shall be situated close to the site of the work.

17.4 **Substance Abuse Policy:** Labor and Management are committed to providing employees with a drug-free and alcohol-free work place. It is the goal to protect the health and safety of employees and to promote a productive work place, and protect the reputation of Labor and Management and the employees.

Consistent with these goals, the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of labor and management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

ARTICLE 18
SHOW UP - STANDBY & CALL BACK

18.1 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive two (2) hours reporting pay and applicable fringes for jobs within Zone 1 and four (4) hours reporting pay and applicable fringes for jobs within Zone 2. Employees who work in excess of these amounts shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation except as provided herein.

18.2 Employees prevented from starting or completing the shift due to inclement weather or conditions beyond the control of the Employer shall be paid actual time worked and applicable fringes with a minimum of two (2) hours wages and fringes. Within a twenty-five (25) mile radius of the city centers of Moses Lake, Spokane, Pasco, Pullman and Lewiston the minimum is one (1) hour wages and fringes.

18.3 In case of sustained inclement weather, the employer and the union shall set up a system of transmitting advice to a central point or points so that it will not cause a hardship on either the employee or the employer.

18.4 Employees prevented from completing the shift due to causes other than weather or equipment breakdown after the four (4) hours minimum shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation.

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY

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

19.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting, training, and hiring.

ARTICLE 20
SAVINGS CLAUSE

20.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 15 shall not apply to this Article.

20.2 The Employer and the Union may enter into addenda covering work performed on Indian lands and under the control of Tribal Councils.

ARTICLE 21
WARRANTY OF AUTHORITY

21.1 This agreement shall become effective when signed by the duly constituted representative of the Inland Northwest AGC acting for and on behalf of the Employers who have individually requested the

AGC to act as their individual and separate bargaining agent in individual employer units and who have also as an individual employer signed the agreement, and the duly constituted representatives of the union.

21.2 The persons signing this agreement for the Inland Northwest AGC, and the persons signing for the employer, warrant and guarantee their authority to act for the association and/or the employer.

21.3 The persons signing this agreement on behalf of the union warrant and guarantee their authority to act for and bind the union.

21.4 Each party agrees to notify the other of any employer or local union who becomes signatory to this Agreement.

21.5 It is further agreed that the liability of the employer who accepts, adopts, or signs this Agreement or a facsimile thereof, shall be several and not joint, and the liability of the local unions who accept, adopt or sign this Agreement or a facsimile thereof, shall be several and not joint.

ARTICLE 22
PUBLIC WORKS PROJECTS

Public Works Projects - Davis Bacon Act & Related Statutes

22.1 In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 U.S.C. 276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works Washington State, Prevailing Wage on Public Works, and other applicable prevailing wage laws and regulations, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rate, for Health and Welfare only, shall be those established and maintained by the master agreement. In the event a Health and Welfare contribution rate increase exceeds forty (40) cents per hour, any additional amount will be deducted from the employees' wage rate. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

22.2 Should the rates prevailed in a public works project be less than the negotiated rate, the contractor and the union shall mutually agree before reducing the rates below the limits as set forth herein.
22.3 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.
22.4 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct prevailing wage rates when responding to requests for prevailing wage data.

ARTICLE 23
OVERLAPPING JURISDICTION & EMERGENCY WORK ASSIGNMENT

23.1 **OVERLAPPING JURISDICTION:**

(A) Original manning of a job will be by the Cement Finishers, Laborers, Operating Engineers, and Teamsters under which jurisdiction the work falls.

(B) Overlapping jurisdiction of Teamsters will be allowed to guarantee the contractor eight (8) hours work for eight (8) hours pay. Overlapping jurisdiction can only be applied after the Cement

Finishers, Laborers, Operating Engineers and Teamsters have been notified by the Employer and all parties have agreed thereto.

(C) If additional manpower is needed, hiring will be done in accordance with craft jurisdiction.

23.2 **EMERGENCY WORK ASSIGNMENT:** The contractor shall be allowed to employ, without regard to craft jurisdiction or union affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the contractor in order to carry the day's work to completion.

23.3 In such cases, wage rates shall be recognized as applying to the classification rather than to the employee, and any employee performing such work shall be paid at the rate for the classification of the work which he is required to do; provided that under such conditions, no employee shall be paid a lower rate than that of the classification under which he was working immediately prior to the temporary assignment herein referred to. In order that an employee shall not lose any benefit rights, contributions shall be made on his behalf into the trust funds of the craft of his affiliation during the period of such emergency work. This Section is not to be used to permit indiscriminate crossing of jurisdictional lines.

23.4 In the event of persistent abuses of these provisions, the Union shall have the right of redress under Step II, Article 15. In the event flagrant abuses continue following determination against a contractor as provided in Article 15, the privilege of this memorandum shall be withdrawn from the offending contractor for the duration of this Agreement.

ARTICLE 24
CRAFT SCHEDULES

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

ARTICLE 25
SPECIAL CONDITIONS

25.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

25.2 In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The general contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

ARTICLE 26
EFFECTIVE DATE AND DURATION

26.1 It is mutually agreed and understood by the parties signatory hereto, that this Agreement shall be in full force and effect as of June 1, 2003, and shall remain in full force and effect without change until May 31, 2003, and from year to year thereafter unless either party hereto desires to modify, amend or terminate this Agreement after May 31, 2006, or any subsequent anniversary year.

26.2 The party desiring to modify, amend, or terminate this Agreement shall serve upon the other party written notice of such desire not later than sixty (60) days nor more than ninety (90) days prior to May 31, 2006, or later than sixty (60) days or more than ninety (90) days prior to May 31 of any subsequent anniversary year thereafter.

26.3 Notice as required in this Article shall be served in writing by Certified or Registered Mail, postage prepaid and deposited in the U. S. Post Office.

26.4 All employees covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the craft schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Craft Schedules of this Agreement.

ARTICLE 27
HEALTH CARE LEGISLATION

In the event of the enactment of any State or Federal legislation which impacts the employer's health and security contributions, the parties signatory hereto will immediately meet to negotiate the distribution of these funds.

ARTICLE 28
TRIBAL EMPLOYMENT RIGHTS OFFICES (TERO)

28.1 When an Employer who is signatory to this Agreement is required by the terms of a project contract to comply with the TERO hiring requirements the Employer shall notify the Union prior to starting any work on the project.

28.2 The Union shall be given the opportunity to fill any manpower needs with individuals who are qualified by and registered with the respective TERO prior to the hiring of any individual directly from the TERO.

28.3 The Employer shall be allowed to hire individuals directly from the TERO in the event the Union can not meet the TERO qualified and registered manpower needs in a timely manner.

28.4 If the Employer is compelled to hire employees directly from the TERO, the Union will be provided the opportunity to recruit each employee so hired for Union membership. If any employee hired directly from the TERO declines Union membership and completes a waiver of fringe contributions and benefits supplied by the Union, the Employer shall be exempt from making said fringe benefit contributions on behalf of the employee and shall pay the equivalent amount directly to the employee. This exemption shall apply only to those employees qualified by and registered with the TERO and will not apply to any work performed by the Employer outside the jurisdiction of the TERO project.

LABOR AGREEMENT
BETWEEN
INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL NO. 690

IN WITNESS WHEREOF, this Agreement including Schedule A (wage scales) has been executed by the parties hereto as that date first above mentioned.

TEAMSTERS LOCAL NO 690:

_____ _____
BUCK HOLLIDAY **Date**
TEAMSTERS NEGOTIATING COMMITTEE

IN WITNESS WHEREOF, this 1st day of June, 2003, the labor agreement between the Inland Northwest AGC and the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 690** has been executed by the **INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.)** on behalf of certain individual member firms who have individually ratified this Agreement, and have further authorized the Inland Northwest AGC to execute the Agreement on their behalf.

INLAND NORTHWEST AGC
(A chapter of the Associated General Contractors of America, Inc.)

_____ 10/6/03
ROBERT SEGHETTI, CHAIRMAN **Date**

INLAND NORTHWEST AGC

LABOR BULLETIN

October 14, 2003

WAGE RATES

INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS
And
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS INTERNATIONAL ASSOCIATION
LOCAL NO. 690
CONTRACT DATE: June 1, 2003 through May 31., 2006
HEAVY - HIGHWAY

A separate Schedule A covering rates of pay for building construction shall be attached to this agreement.

Zone rates will apply to all work outside a 45 mile radius from the main post office of Spokane, Pasco, Moses Lake, Lewiston.

ZONE CENTERS: SPOKANE, MOSES LAKE, PASCO, LEWISTON
ZONE 1 = 0-45 MILES
ZONE 2 = 45 MILES & OVER

GROUP I	6-1-03	6-1-04	6-1-05
Zone 1	$17.93	$0.40 total	$040 total
Zone 2	$19.93	pkg. increase	pkg. increase

Escort Driver or Pilot Car
Employee Haul
Helper or Swamper
Power Boat Hauling Employees or Material

GROUP II	6-1-03	6-1-04	6-1-05
Zone 1	$20.20	$0.40 total	$0.40 total
Zone 2	$22.20	pkg. increase	pkg. increase

Ambulance Driver (when in operation)
Fish Truck
Flat Bed Truck
Fork Lift, 3000 lbs. & under
Leverperson, loading trucks at bunkers
Mechanic, Shop
Trailer Mounted Hydro Seeder & Mulcher
Seeder & Mulcher
Stationary Fuel Operator
Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP III	6-1-03	6-1-04	6-1-05
Zone 1	$20.70	$0.40 total	$0.40 total
Zone 2	$22.70	pkg. increase	pkg. increase

Auto Crane: 2000 capacity
Buggy Mobile & similar
Bulk Cement Tanks & Spreader
Dumptor: 6 yd. & under
Flat Bed Truck with hydraulic system
Fork Lift: 3001-16,000 lbs.
Fuel Truck Driver, Steamcleaner & Washer
Power Operated Sweeper
Rubber-tired Tunnel Jumbo
Scissors Truck
Slurry Truck Driver
Straddle Carrier (Ross, Hyster & similar)
Tireperson
Transit Mixers & Trucks Hauling Concrete: 3 yd. to & incl. 6 yd.
Trucks, side, end, bottom & articulated end dump: 3 yd. to & incl. 6 yds.
Warehouseperson, to include shipping & receiving
Wrecker & Tow Truck

GROUP IV	6-1-03	6-1-04	6-1-05
Zone 1	$21.03	$0.40 total	$0.40 total
Zone 2	$23.03	pkg. increase	pkg. increase

A-Frame
Burner, Cutter & Welder
Service Greaser
Trucks, side, end, bottom & articulated end dump: Over 6 yds. to & incl. 12 yds.
Truck Mounted Hydro Seeder
Warehouseperson
Water Tank Truck: 0-8000 gallons

GROUP V	6-1-03	6-1-04	6-1-05
Zone 1	$21.14	$0.40 total	$0.40 total
Zone 2	$23.14	pkg. increase	pkg. increase

Dumptor, over 6 yds.
Lowboy, 50 ton & under
Self-loading Roll Off
Semi-truck & Trailer
*Tractor with Steer Trailer
*(both Operators to receive same rate, and not to conflict with DW's & similar classification Group VI pulling trailer)
Transit Mixers & Trucks Hauling Concrete: Over 6 yds. to & incl. 10 yds.
Trucks, side, end, bottom & articulated end dump: Over 12 yds. to & incl. 20 yds.
Truck-Mounted Crane (with load bearing surface, either mounted or pulled), up to 14 ton
Vacuum Truck (super sucker, guzzler, etc.)

GROUP VI	6-1-03	6-1-04	6-1-05
Zone 1	$21.31	$0.40 total	$0.40 total
Zone 2	$23.31	pkg. increase	pkg. increase

Flaherty Spreader Box Driver
Flowboys
Fork Lift: 16,000 lbs. & over
Dumps, Semi-end
Lowboy, Over 50 ton
Mechanic, Field
Transfer Truck & Trailer
Transit Mixers & Trucks Hauling Concrete: Over 10 yds. to & incl. 20 yds.
Trucks, side, end, bottom dump & articulated end dump: Over 20 yds. to & incl. 40 yds.
Truck & Pup
Tournarocker, DW's & similar, with 2 or more 4 wheel-power
tractor with trailer, gallonage or yardage scale, whichever is greater
Water Tank Truck: 8,001-14,000 gallons

GROUP VII	6-1-03	6-1-04	6-1-05
Zone 1	$21.84	$0.40 total	$0.40 total
Zone 2	$23.84	pkg. increase	pkg. increase

Oil Distributor Driver
Stringer Truck (cable operated trailer)
Transit Mixers & Trucks Hauling Concrete: Over 20 yds.
Trucks, side, end, bottom & articulated end dump: Over 40 yds. to & incl. 100 yds.
Truck Mounted Crane (with load bearing surface either mounted or pullled,
16 through 25 tons

GROUP VIII	6-1-03	6-1-04	6-1-05
Zone 1	$22.17	$0.40 total	$0.40 total
Zone 2	$24.17	pkg. increase	pkg. increase

Prime Movers & Stinger Truck
Trucks, side, end, bottom & articulated end dump, Over 100 yds.
Helicopter Pilot Hauling Employees or materials

GENERAL FOREMAN, WORKING FOREMAN OR DISPATCHER:
$1.00 over highest scale supervised (See Work Rule #2, Schedule "C")

NON-WORKING FOREMAN:
$.50 over Working Foreperson or Dispatcher

NOTE: TRUCKS PULLING EQUIPMENT TRAILERS shall receive $.15 / hour over applicable truck rate

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: +$.50 PER HOUR
This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: +$1.00 PER HOUR

Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with self-contained breathing apparatus.

Where employees are required to wear glasses, the company shall furnish the required masked glasses.

Employees shall be paid HAZMAT pay in increments of four (4) and eight (8) hours.

FRINGE BENEFITS

	6-1-03	6-1-04	6-1-05
HEALTH & SECURITY	$4.93	$	$
PENSION	$3.82	$	$
TRAINING	$0.25	$0.25	$0.25
TOTAL:	$9.00	$	$

Deduct from net wages:
NW FAIR CONTRACTING (S.04)

*The increase on 6/1/03, 6/1/04 and 6/1/05 shall be committed to wages except additional monies may be taken to Health & Welfare, Pension, and Training. Notification of the implementation of the fringe option must be made sixty (60) days prior to the scheduled 6/1/04 and 6/1/05 increases and upon ratification for the 6/1/03 increase.

DISPATCH POINTS

WASHINGTON		
Spokane 690*	1912 N. Division, 99207	(509) 455-9410
Pasco 839*	P. O. Box 4090, 99302	(509) 547-7513
Walla Walla 556	1750 Portland St., 99362	(509) 525-5563
Wenatchee 760*	19 Rock Island Road, E. Wenatchee	(509) 886-1000
Yakima 760	608 W. Lincoln Ave, 98902	(509) 452-7194
Moses Lake 760*	812 W. Broadway, 98837	(509) 765-7460
Yakima 524	3 East G Street, 98901	(509) 248-3450

*Active dispatch points

SCHEDULE A - I

TEAMSTERS LOCAL NO. 690

BUILDING CONSTRUCTION — WAGE RATES

	6-1-03 Zone 1	6-1-03 Zone 2	6-1-04 Zone 1	6-1-04 Zone 2	6-1-01 Zone 1	6-1-01 Zone 2
Group 1	19.53	21.53	.40 total pkg.		.40 total pkg.	
Group 2	22.17	24.17	increase		increase	
Group 3	22.28	24.28	"		"	
Group 4	22.61	24.61	"		"	

Group 5	22.72	24.72	"	"
Group 6	22.88	24.88	"	"
Group 7	23.42	25.42	"	"
Group 8	23.74	25.74	"	"

All Groups listed above include the same job titles as listed in Schedule "A" Wage Rates, Heavy-Highway.

TEAMSTER LOCAL NO. 690

TRUST FUNDS

SECTION 1. This Agreement requires the Employer to make contributions to certain employee benefit plans ("Trust Funds"). The formal names of the trust funds are as follows:

(A) Western Conference of Teamsters Pension Trust Fund

(B) Teamster Construction Industry Welfare Trust

(C) Apprenticeship & Training Trust

SECTION 2. Trust fund payments are due on the 10th day of the month following the month in which the hours were worked. Payments must be made on all compensable hours worked by Teamsters hired by the Employer. All such contributions are for the benefit of Teamsters working under this Agreement. It is the Employer's responsibility to maintain an accurate record of compensable hours and timely remit payments therefore.

SECTION 3. Trust fund payments shall be submitted to:

NORTHWEST ADMINISTRATORS
2323 Eastlake Avenue East
Seattle, Washington 98102

SECTION 4. **HEALTH & SECURITY:** It is agreed that all Employers covered by this Agreement shall contribute a sum as listed in Schedules A & A-I herein for each compensable man hour of Teamsters employed by such Employers in work contained under the terms of this Agreement. Said contributions shall be made on or before the tenth (10th) of the month following the month in which the hours were worked to the Teamsters Construction Industry Fund set up under a trust agreement established by the parties to this Agreement and in the manner set forth in said trust agreement. The details of the Health & Security Plan established by this trust fund shall continue to be controlled and administered by a joint Board of Trustees composed of equal representation from the Unions party to this Agreement, and the AGC of Washington who are signatory to the trust agreement of the aforesaid trust fund. Each Trustee appointed by the Union shall be a member of the Union party to this Agreement, and each Trustee appointed for the Employers shall be a member of an affiliated firm of the AGC of Washington or a regular paid employee of the AGC of Washington or their designee. In the event an employer fails to make the monetary contributions in conformity with this section of the Agreement, the Union is free to take any economic action against such Employer it deems necessary, and such action shall not be considered a violation of this Agreement.

It is understood that the Union and Employer associations are principal parties to the Trust Agreements, and therefore, shall be furnished full information on the actions of the Trustees and the operations of the Trusts.

Should the State or Federal government enact legislation that requires the employer to provide employees and/or their dependents a Health, Medical, or Surgical plan prior to the expiration of this Agreement which duplicates coverage otherwise provided for in the Agreement, the parties signatory to the Agreement shall meet to discuss costs and modifications within thirty (30) days of enactment.

The Employer and the Union agree that if alternative Health Care Plans become available during the life of this Agreement they shall meet, upon request from the Union, for the purposes of negotiating changes in Health Care Plans.

SECTION 5. **PENSION:**

(A) If the Employer fails to make trust funds payments as required by the Agreement, liquidated damages in the amount of 20% will be paid by the Employer. Liquidated damages are in addition to the principal obligation. Actual costs of audit will be paid by the Employer if the audit establishes that the Employer has underpaid wages or trust fund payments during the period covered by the audit. Suit to collect wages, trust fund payments, liquidated damages or audit fees will be filed in King County, Washington. The Employer will be liable for reasonable attorneys fees and actual costs if such suit is substantially successful.

(B) Effective July 1, 2003, based on June hours, the allocation of the Western Conference of Teamsters Pension Trust Fund contribution shall be three dollars and fifty-nine cents ($3.59) to the basic plan and twenty-three cents ($.23) to provide the Program for Enhanced Early Retirements (PEER). This contribution shall be paid on the same basis as contributions for the basic plan provided for in schedules A and A-1. The total contribution to the Western Conference of Teamsters Pension Trust Fund shall be three dollars and eighty-two cents ($3.82) per hour. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

SECTION 6. **APPRENTICESHIP & TRAINING:** In addition to the above mentioned trust funds, an Apprenticeship and Training Trust, to be known as the "Eastern Washington-Northern Idaho Teamster Construction Industry Apprenticeship and Training Trust" is hereby established. A sum of twenty-five cents ($.25) per compensable hour worked for all employees covered by this Agreement shall be contributed to the fund by all employers signatory to this Agreement as amended June 1, 1997. Operation of the trust fund shall be controlled and administered by a joint board of trustees composed of equal representation from unions party to this Agreement and the Inland Northwest Associated General Contractors of America, Inc., who are signatory to the trust agreement. The trust agreement as amended shall be attached to and become a part of this Agreement.

SECTION 7. Said Trust or Trusts shall comply with limitations set forth in Section 302 of the Labor-Management Relations Act as amended and no determination made by the Trustees of the Trusts shall be such as to prevent the programs from being accepted by the Internal Revenue Service as conforming to such requirements of the Internal Revenue Code as must be met in order to qualify that portion of the amounts paid by the Employers which is allocated to the Trusts as deductions for income tax purposes.

SECTION 8. The Union and the Employer agree to be bound by all of the terms and conditions of the Trust Agreements creating the various Trust Funds and all lawful amendments thereto, and do further agree to accept as their representatives, the Union Trustees and the Employer Trustees who constitute the Board of Trustees created by such agreements and their lawful successors.

SECTION 9. The amounts of money to be contributed to each Trust or Fund as set forth in Schedule A of this Agreement.

SCHEDULE B

TEAMSTERS HIRING HALL

The hiring arrangements set forth in this Schedule shall be the exclusive method by which Employers employ qualified Teamsters. The Employers shall only employ qualified Teamsters who have been hired under the provisions of this hiring procedure.

SECTION 1. In the event the Employer does not comply with provisions of this Schedule, the Union will notify the Employer of the violation. If the violation is not corrected within the next two (2) consecutive working days, the Union will have the right to take economic action.

SECTION 2. This hiring procedure shall not be interpreted in any manner to limit the Employer's right to transfer Teamster employees who have come from the hiring hall of a Local Union signatory to this Agreement between the Employer's projects within the area covered by this collective bargaining agreement, providing, the company notify the Local Union in whose area the work is to be done prior to the start of the job. Employer shall hire all additional qualified Teamsters by calling the Local Union hiring hall in whose territory the work is to be accomplished. Whenever the Employer requires Teamsters on any job, the Employer shall notify the Local Union office either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen required.

SECTION 3. Employees covered by this Agreement have certain accrued rights or benefits for themselves and their dependents under health and welfare and pension plans which accrue to them by virtue of length of employment with employers party to this Agreement, and accrual of hours for A, B, or C list status, and such rights are generally continuous while under employment and remain effective until a certain period of time after layoff or discharge.

Priority rights mean the rights accruing to employees, as hereafter provided in this Agreement, through length of service with Employers, party to this Agreement which will entitle the Teamsters to a priority or preference of rehire after termination or layoff in accordance with A, B, or C list status. Recall by an employer is not mandatory.

All classes of Teamsters shall be hired and/or rehired in accordance with their A, B, or C list status, in the collective bargaining unit.

(A) Teamsters who have been employed by an Employer or Employers, party or parties to this Agreement (as hereinafter defined), who have worked for at least 2000 hours preceding the registration date.

Teamsters dispatched after 6/1/80 shall be Class "A" when they have worked 2000 hours and have qualified on five (5) pieces of equipment or classifications in Schedule A, and have satisfactorily completed a training program if available sponsored by the Unions party to this Agreement. These members will be required to have a valid combination license or equivalent to.

(B) Teamsters who have been employed by an Employer or Employers party to this Agreement (as hereinafter defined), who have worked for such Employer or Employers for an aggregate of time of less than 2000 hours preceding the registration date, or who have completed a training program if available sponsored by the Unions party to this Agreement.

(C) Teamsters who have qualified for "A" list status under the terms of other Teamster construction contracts and who have qualified for five (5) pieces of equipment or classifications as contained in Schedule "A".

(D) All other applicant Teamsters for employment.

Any employee or registrant who is eligible for "A" or "B" List status as of June 1, 1977, under the predecessor agreement shall remain eligible for "A" or "B" List status under this Agreement.

The Employers and the Union shall make up and prepare the roster for preference of rehire by grouping all Teamsters who came within the above classifications and shall utilize the Health and Welfare and Pension records in establishing these accrued rights based on length of employment.

"Employers" under this paragraph mean:

(1) Any Employer party to this Agreement,

(2) Any out-of-town Employer who adopts or works under this Agreement and contributes to the Health and Welfare and Pension Plan, and

(3) Any Employer who employs Teamsters under the terms of this Agreement and is a contributing Employer within the meaning of the Health and Welfare and/or Pension Plans.

(E) All regulations concerning minorities and trainees will be followed regardless of their place on the list.

SECTION 4. Registration or re-registration of applicants for referral shall be accepted by the Union any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. There shall be four (4) groupings of the out-of-work list.

All Teamsters with accrued rights shall be registered in either List "A" or List "B", and all other Teamsters who are qualified, but without accrued rights, shall be registered on List "C". All other applicants for employment shall be registered on List "D". Each applicant for employment shall be required to furnish such data, records, names of employers and the length of employment and licenses as may be deemed necessary; and each applicant shall complete such forms of registration as shall be submitted to the applicant. Applicants for employment shall also list any special skills they may possess.

SECTION 5. (A) Upon request of an Employer for employees, the Union shall refer qualified and competent registrants to that Employer in sufficient number required by the Employer in the manner and under the conditions specified in this Agreement from the list in the following order of referral.

If an emergency or if the Union office is closed, the Employer is allowed to call to work an employee if the employee has worked for the Employer during the preceding two (2) years and if the Employer contacts the Union office and requests the employee by 2:00 p.m. of the next day that the union office is open.

1) Qualified applicants shall be referred from List "A" in successive order as their names appear on the out-of-work list.

2) Then qualified applicants from List "B" in successive order as their names appear on the out-of-work list, and when List "B" of qualified applicants has been exhausted;

3) Then qualified applicants from List "C" in successive order as their names appear on the out-of-work list, and when List "C" applicants has been exhausted,

4) Then qualified applicants from List "D" in successive order as their names appear on the out-of-work list, except that requests by employers for college students shall be honored without regard to the requested man's place on the out-of-work list in List "D".

5) The Union has the right to select the first person to be dispatched to any Employer regardless as to their place on "A" List who shall be the Union steward, except the contractor may recall a former "A" Lister.

(B) Any applicant who is rejected by the Employer shall be restored to the applicant's place on the list. When a registrant is referred for employment, and is on a job for more than fifteen (15) calendar days, or quits before fifteen (15) calendar days when work is still available, such registrant's name shall be removed from the list for fifteen (15) calendar days or the remainder of the month, whichever is greater. When registrant's employment terminates, registrant shall be registered at the bottom of the appropriate group list on which registrant is entitled to be registered. If a registrant, upon being referred for employment, in regular order, refuses to accept the employment, such registrant's name shall be placed at the bottom of the group list on which registrant is registered. If a registrant upon being referred for employment is discharged or laid off because of incompetence, the registrant will lose the right to be referred on the piece of equipment or classification they were dispatched on until they requalify through the training program or are allowed to re-qualify on a job.

(C) In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays, and holidays excepted), the Employer may employ applicants directly on the job site. In such event, the Employer will notify the Union of the names and dates of such hiring within forty-eight (48) hours of such hiring.

(D) The referral procedure as contained herein shall be followed except that:

1) Requests by the Employers for the first supervision will be recognized if the applicant is registered on the hiring hall list and who has worked for the Employer within the last three (3) years. Additional supervisors shall be requested from the "A" list. An applicant dispatched as supervisor must, in fact, work in that capacity and be paid as such so long as there is one other Teamster employee retained on the Employer's payroll.

2) Requests by Employers for a particular employee previously employed by the Employer's within the geographic area of this Agreement, and who has been laid off or terminated by the Employer within three (3) years previous to the request shall be honored without regard to the requested registrant's place on the A & B Lists, in accordance with Section 3 (e), and

3) Bonafide requests by the Employers for Teamsters with special skills and abilities will be honored. The dispatcher shall refer persons possessing such skills and abilities in the order in which their names appear on the out-of-work list; provided, further, however, that any dispute arising as a result of such requests may be referred to the Joint Hiring Committee in accordance with the provisions of Section 7. A decision of the dispatching agent in referring registrants is appealable to the Joint Hiring Committee as herein provided.

(E) Where Employers engage in a joint venture, employees employed by any of the joint ventures may be transferred to the job, or called for by name, if the requirements of A, B, C, or D of the above have been met by any of the joint ventures.

(F) If an Employer controls, or holds common ownership of separate corporations, the Employer is considered the Employer for the purpose of transferring employees to and from such corporation payrolls.

(G) The Association and the contractor members of the Association, and the Union and the individual members of the Union hereby agree that they will not discriminate against any employee, registrant, or applicant for employment because of age, race, creed, color or national origin.

The parties hereto will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their age, race, creed, color,

or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The parties hereto further agree that should any Federal or State law or order require that special consideration be given any group of citizens, then for that job the Hiring Procedures will be altered in whatever manner is required to meet such law or order so that the contractor may not suffer loss of contract or right to bid on such work.

The Union shall be notified prior to the application of this section and the parties shall meet and mutually agree on the alterations necessary to comply with Federal or State regulations.

SECTION 6. The Employers agree to continue to recognize the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction subject to rights of employees prescribed in Section 9 (A) of the Labor-Management Relations Act, as amended.

(A) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, regulations, constitutional provisions, or any other aspect of, or obligation of union membership, policies or requirements, or discrimination because of race, color, creed, or other State or Federal requirement.

(B) The Employer retains the right to reject any job applicant referred by the Union for just cause that is acceptable to the Union Representative.

(C) The Union and the Employer shall post, in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.

(D) Whenever an employee is discharged without notice to the Union in writing, the employee shall be considered eligible for rehire.

(E) Employees may only be discharged for just cause.

SECTION 7. The parties to this Agreement shall create a Joint Hiring Committee, composed of an equal number of Employer and Union Representatives to supervise and control the operation of the job referral system herein. The Joint Hiring Committee is empowered:

(A) To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

(B) To hear and determine any and all disputes or grievances arising out of work registrants, work referrals and preparation of the referral registration lists. Any applicant or registrant shall have a right to appeal any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Committee.

The Joint Hiring Committee shall provide the rules and regulations of the job referral for an appeal to an impartial umpire whenever the Joint Hiring Committee reaches a deadlock over a dispute. The impartial umpire shall be designated by mutual agreement of the parties. The authority of the impartial umpire shall be limited to interpreting and applying the rules and regulations of the Joint Hiring Committee only, and the decision of the impartial umpire shall be final, binding and conclusive on all parties including applicants.

If any questions arise as to the qualifications and competency of an applicant, the Joint Hiring Committee shall make determination. Such determination shall be fair and impartial without regard to applicant's membership or non-membership in the Union.

SECTION 8. Each local Union signatory to this Agreement shall maintain its own individual hiring hall list as provided for in this Agreement. Each local Union is specifically authorized to incorporate the hiring hall list maintained under this Agreement with any other hiring hall list maintained by the Union for construction work.

SCHEDULE C

TEAMSTERS LOCAL NO. 690

WORK RULES

1. When done by the contractor's employees, the moving and operating of any Teamsters' operated equipment listed in this Agreement, and the hauling of men or material and handling of men or material and handling of materials on and off trucks shall be done by Teamster employees.

2. (A) **HIGHWAY CONSTRUCTION:**
The contractor shall be the sole judge of the need for, the number of, and the responsibilities of supervisory personnel and the union shall in no way interfere with the performance of the Foreman in carrying out his responsibilities as directed by the Employer. There will be no restrictions in crafts to be supervised by the Foreman. Transportation will be provided to Foremen at the option of the Employer.

   (B) **HEAVY CONSTRUCTION:**
There shall be a Teamster Foreperson, who may be a working Foreperson, selected by the Employer and the Foreperson will be paid the rates provided in Schedule A for any shift of an individual project where ten (10) Teamsters are employed. This provision shall also apply to a group of related projects under contract to a single employer where the aggregate employment on a shift reaches ten (10) Teamsters. Under either of these same defined conditions there shall be an additional Teamster Foreperson or Dispatcher employed for each additional ten (10) Teamsters employed on a shift; and if Teamster employment reaches twenty-three (23) or more on a shift, there shall be a non-working Teamster Foreperson employed. Teamsters shall only take orders from their own craft Foreperson when a Teamster Foreperson is employed under the provisions of this Article.

3. **NEW EQUIPMENT:** If any new equipment not listed in the classifications is used on a job, an appropriate rate shall be negotiated. The rate agreed upon shall be effective on the date the Union notifies the Employer in writing of the need for a new rate.

4. **STRUCK MEASURE CAPACITY:** Struck measure capacity (including sideboards or the apparatus which increases the capacity) shall be used in computing the proper scale for dump trucks, bottom dump spreaders, and bottom dump.

   If any disagreement between the Union and the Employer results over measure capacity, the dispute should be brought to the grievance procedure. All costs incurred to be shared by both parties.

5. Any employee working any portion of a shift in a higher classification or higher rate shall be paid in one (1) hour increments with a minimum of one (1) hour.

6. If an employee is left stranded away from employee's transportation, employee's pay will continue until employee returns to place of starting work or employee's transportation. In the event the employee is delayed unduly, the employee shall be paid eight (8) hours pay for each twenty-four (24) hour period away from starting place, plus room and meals upon receipts being presented.

7. Expense money shall be advanced to lowboy and transport drivers for fuel permits, tolls, meals and lodging prior to dispatch. Reasonable receipts for all expenses to be submitted to the Employer by the driver.

8. Subject to job agreements from time to time, dry shack space will be provided for Teamsters when these facilities are provided for other crafts on the same project.

9. The individual employee on a crew or shift, regularly assigned to a piece of equipment shall be offered work when the piece of equipment is worked, subject to shift guarantees on Saturdays, Sundays and holidays or otherwise overtime.

10. Mechanics shall furnish their own hand tools in good repair. The Employer agrees to furnish all special tools when needed such as pin presses, spanner wrenches, impact wrenches (air or electric), all pullers, drills, reamers, taps and dies, gauges, torches, tips, box wrenches and sockets over one-half (1/2) inches, twenty-four inches (24") and larger pipe wrenches, and all tools and sockets requiring over three-fourths inch (3/4") drive. The contractor shall furnish a safe dry place for storing mechanic's tools.

    Tireman's and Greaser's tools shall be furnished by the Employer.

11. The contractor will replace mechanic's tools if damaged or lost by fire or flood or forced entry robbery while in the contractor's project or premises. It shall be the employee's responsibility in order to be covered by this provision to provide the contractor with a signed list of the actual, true and current inventory of tools which are exposed to the hazard.

12. The contractor agrees that equipment shall be property canopied or cabbed, screened, and mechanically heated. Employees shall not be required to drive vehicles that are not equipped with rear view mirrors. Employees will comply with all requirements of MSHA, OSHA, and WISHA.

13. Each employee assigned to a vehicle shall be provided with daily vehicle report forms for purpose of reporting the requirement of necessary maintenance, such forms shall be turned in with employee's daily time card at conclusion of each shift.

14. The failure of the Union to discover or file a grievance over any contract violation shall not constitute a waiver on the part of the Union to enforce all of the provisions of this Agreement.

15. **ON HEAVY CONSTRUCTION:** When pilot cars other than commercially established or dispatched by the hiring hall are used by an employer in transporting equipment or materials, they shall be driven by Teamsters.

16. **WAREHOUSEPERSON (HEAVY CONSTRUCTION):**
    (A) Whenever parts and/or supplies are stored or dispensed on or near a project or individual job site for the purpose of servicing such, a Teamster shall be designated to be on duty at all times when parts are physically handled, unless otherwise by mutual agreement.

    (B) Whenever parts, tools, materials and supplies are stored or dispensed on a job site or off a job site established for the sole purpose of servicing such job site, the classification includes the following:

    Receiving, inventory, uncrating, verification and handling to stock or bin and all paper work in the receiving, stocking or binning process, all fork lift work and handling of tools and materials in a storage area. (Storage areas for the purpose of this article means in an area where materials are stored over a period of 24 hours.) The accurate count and description and the marking and stamping for identification of all tools, parts, materials and supplies and material updating. When a work site requires a sheltered confinement for storing, receiving or dispensing of building material, tools (power or hand) if owned by the company performing the work, it shall be considered under this classification.

17. Employees may take up to three weeks vacation on projects of one (1) or more continuous year's duration, provided they inform the Employer two (2) weeks in advance of such vacation, without losing employment. The Hiring Hall replacement for the vacation relief shall retain position on the Hiring Hall list. The AGC-Teamster Committee Chairperson shall communicate and render a decision on any dispute arising from this vacation rule.

SUBSTANCE ABUSE PROGRAM

In accordance with the Substance Abuse Policy in the Cement Masons, Laborers, Operating Engineers and Teamsters Collective Bargaining Agreements, the parties hereby agree to the following Substance Abuse Program.

ARTICLE I
TESTING OBJECTIVES

SECTION 1. **Prohibited Substances:** A drug is defined as any substance which may impair mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs Alcohol is defined as any beverage or substance containing alcohol. (See addendum "A" for guidelines.)

SECTION 2. **Legal Drugs:** The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.

SECTION 3. Management will be responsible for all costs incurred for testing done at their request.

SECTION 4. Management will be responsible to provide training of their supervision in problems of substance abuse and to maintain a level of on-going training to enable their supervision to recognize impairment and conditions indicating potential substance abuse.

ARTICLE 2
PROCEDURES FOR PRE-HIRE SCREENING

SECTION 1. Employer will notify the Union three (3) days in advance of manpower requirements. The Union will send potential employees to pre-approved clinic/hospital laboratory to be tested, whose test results (pass or fail only) will be given to the Union. Passing the test will result in a dispatch to the requesting contractor. A copy of the passed laboratory report identifying the individual will be sent to the employer.

SECTION 2. When three day advance notice is not practical, employees may be dispatched as probationary employees. The employees would be tested at a pre-approved clinic/hospital within the first day of employment. If the test results are positive, the employee would be subject to immediate termination.

SECTION 3. Employers who wish to test will be required to make arrangements for paying the pre-approved testing facility for all tests administered on potential employees.

SECTION 4. Testing shall be permitted only if all employees, including bargaining unit and non-bargaining unit personnel, are treated equally on a job by job basis. Failure of Management to adhere to this requirement will be grounds to cease testing for all employees for the duration of the project where offense took place, upon written notice from the Union. Upon request the employer will provide evidence of testing non-bargaining personnel.

ARTICLE 3
PROBABLE SUSPICION OF IMPAIRMENT / ACCIDENT INVOLVEMENT

SECTION 1. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. Probable suspicion must be documented at or near the time of observation. Observation must be witnessed by two (2) individuals, one of whom must be a supervisor that has actually observed the employee's behavior Being in an accident or causing an accidence may be sufficient to establish probable suspicion.

SECTION 2. Employees must report to the testing facility the use of medically authorized drugs and any over the counter drugs taken prior to testing.

SECTION 3. An employee consenting to the test will be transported to the hospital or laboratory by Management. After the test is completed the employee will be transported back to his/her residence.

SECTION 4. If the test results are negative, the employee will immediately be reinstated in his/her previous position, with full back pay based on a project's regular work schedule, and no further action shall be taken.

SECTION 5. Should the test results be positive, the Employer may terminate the employee without pay except for actual time worked on the day that the test was conducted. Employees have the right to obtain test results from the testing facility.

SECTION 6. Under no circumstances will either the Employer or the Union be informed beyond a negative or positive outcome of any testing conducted.

ARTICLE 4
CONSENT AND TRANSPORTATION PROCEDURES

SECTION 1. Employer shall inform employee that he/she has been observed, as per Article 3, Section 1, that he/she appears impaired and/or has been involved in an industrial accident, and will be required to submit to a drug/alcohol test.

SECTION 2. Give employee(s) a copy of impaired behavior report and/or a copy of the accident report indicting employee(s) involvement in the reportable on-the-job accident as per Article 3, Section 1. Explain that because of the observation or report of the employees behavior, it is necessary to verify the employee's physical capability at the point in time. Ask the employee whether he/she is aware of any medical condition which may cause the behavior or if he/she has been taking any prescription or non-prescription medication which may impair safe and/or efficient job performance.

SECTION 3. Complete a consent form. In each and every case, read the form to the employee prior to obtaining the employee's signature authorizing the exam/test and release of medical information regarding his/her medical condition and any test results. No changes are to be made on the consent form. Both the observing witnesses shall complete the Impaired Behavior Report form. In completing the Impaired Behavior Report form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led to their decision to require an exam/test. The witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions.

If the employee refuses to promptly take the exam/test or sign a consent form:

1. Make it clear to the employee that the request to sign the form and take the exam/test is a direct order.

2. Ask the employee if he/she understand the order. (If the employee responds that he/she does not understand the order, explain your order again.)

3. Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.

4. Issue a second direct order to sign the form and take exam/test.

5. If the employee refuses, inform the employee that he/she will be terminated.

SECTION 4. The Employer shall arrange for transportation and accompany the employee to the exam/test site. Employer shall notify the Union that the employee is being transportated for an exam/test, unless waived by the employee, and shall transport the employee to the exam/test site. Upon arrival the Employer will complete the necessary form(s). The employee will be tested by laboratory personnel or physician. At the conclusion of the examination and test(s), Employer shall transport the employee in accordance with Article 3, Section 3.

ARTICLE 5
TYPE OF TEST

SECTION 1. All alcohol testing to utilize the alcohol dehydrogenase method indicating equipment.

SECTION 2. Drug testing is to be initially conducted by the EMIT test. There shall be no blood testing.

SECTION 3. All positive EMIT/ADH tests will be verified by a GC/MS (Gas Chromatography/Mass Spectrophotometry) test. Disciplinary action against an employee may only be taken if the GC/MS is positive at a level exceeding the levels in the Federal Regulations issued by the Department of Health and Human Resources Department of Transportation. Any changes in the Federal Regulations would be re-negotiated prior to inclusion.

ARTICLE 6
TESTING, PROCEDURAL SAFEGUARDS

SECTION 1. The Employer and the Union will select the laboratory and follow the testing procedures that will meet the DSHS guidelines for testing and chain of custody and will provide quality control procedures, and assure the maximum in confidentiality.

SECTION 2. In the event of positive test results, the employee may request, within ten (10) days, a sample of his/her urine specimen from the medical facility for the purpose of retesting at a qualified drug testing laboratory. Chain of custody for this sample shall be maintained between management and the employee's designated qualified laboratory. Retesting shall be performed at the employee's expense. In the event of conflicting results, the employee may require a third test. Should the results of this test be positive the employee may be terminated. In the event of negative test results on the retests, the employer shall pay for the retests and any lost straight time wages.

SECTION 3. An employee shall have the right to use the grievance/arbitration system to challenge any aspect of the testing procedures.

SECTION 4. Any employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

SECTION 5. The Employer and the Union reserve the right to require additional safeguards that serve the best interest of the employee or the Program, subject to mutual agreement.

ARTICLE 7

The employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Employer's application of the Substance Abuse Program.

ARTICLE 8

The Substance Abuse Program shall be subject to annual review by the Labor/Management Committee.

GENERAL ALCOHOL AND/OR DRUG SCREEN
PERFORMANCE IMPAIRMENT EXAM CONSENT

_____
Employee Name Date

_____
Name of Management Representative Requesting Form Date

Name of Management Representative Accompanying Employee

****

MEDICAL CONSENT:
I consent to the collection of urine samples by the hospital/laboratory staff as requested by the Employer to determine the presence of alcohol and/or drugs, if any.

Authorization to Release Information:

I authorize the hospital/laboratory to release a statement that the EMIT/GC/MS test result is positive or negative to my Employer/Union.

I understand that my alteration of this consent form, refusal to consent to or cooperate fully with the collection of urine samples or my refusal to authorize the release of the results to my Employer/Union constitutes insubordination and is grounds for termination.

I also understand that a positive result on these tests may be grounds for termination.

_____
Employee's Signature Date

_____
Management Representative's Signature Date

Management Representative Printed Name

IMPAIRED BEHAVIOR REPORT FORM

When requesting a Performance Impairment Exam, the Management representative must complete this form and attach it to the "Consent Form"

Please describe the behavior or reported behavior that causes you to suspect _____is impaired.

SPEECH:

DEXTERITY/STANDING/WALKING:

JUDGMENT:

APPEARANCE (eyes, clothing, etc.):

Supervisor
(Use reverse side if additional space is required to record behaviors in areas outlined above.)

ADDENDUM "A"
DRUGS OF ABUSE DATA SHEET

DRUG NAME	IMPAIRMENT LEVEL
Alcohol	0.03 g/dl
Amphetamines	
Amphetamine	1000 ng/ml
Methamphetamine	1000 ng/ml
Barbiturates	
Butalbitall	1000 ng/ml
Phenobarbital	1000-3000 ng/ml
Secobarbital	300 ng/ml
Benzodiazepines	
Chlordiazepoxide	3000 ng/ml
Diazepam	2000 ng/ml
Oxazepam	300 ng/ml
Cannabinoids	100 ng/ml
Cocaine Metabolite	
Benzoylecgonine	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates	
Codeine	1000 ng/ml
Morphine	300 ng/ml
Phencyclidine	25 ng/ml

LETTER OF UNDERSTANDING
COVERING
COMMERCIAL, INDUSTRIAL & RESIDENTIAL
BETWEEN
INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL NO. 690

JUNE 1, 2003 TO MAY 31, 2006

SECTION 1. This understanding entered into the 1st day of June, 2003, shall apply to all Private and non-prevailed public works projects covering commercial, industrial and residential projects including grading, drainage, bridge, concrete operations, crushing and paving.

SECTION 2. The understanding shall cover the jurisdictional area described as in Article 4, Territory, of the Master Labor Agreement.

SECTION 3. The work performed on the project shall be for all construction within the recognized jurisdiction of the Union. This understanding does not apply to transport drivers.

SECTION 4. The individual portions of the work allowed to be bid separately is as follows:

1)	Paving	$500,000
2)	Crushing <See Note>	$500,000
3)	Grading & Clearing	$500,000
4)	Bridges & Related Work	$500,000
5)	Utilities	Unlimited
6)	Buildings (EXCLUDING MECHANICAL & ELECTRICAL)	$2,000,000

Combination bids shall not exceed the individual limits agreed to above for each portion of the bid.

NOTE - CRUSHING: On non-prevailed work or the contractor's source. On crushing operations for public works projects when prevailed rates are applicable, it is understood that the Master Labor Agreement and the prevailed rate are applicable to the production process once it is started through to completion of the crushing All work related to moving in, setting up, and moving out is intended to come under the provisions of the understanding.

On non-prevailed work, crushing projects: Zone 1 rates will apply.

ADOPTION OF MASTER LABOR AGREEMENT

The parties agree to be bound by, to adopt and incorporate by reference as a part of this understanding all of the terms and conditions (including all monetary contribution requirements) of the labor agreement.

SHIFTS - HOURS OF WORK - OVERTIME

SECTION 1. Work may commence or finish at any time to comply with the owner's requirements. The employee's time shall start at the job site and end at quitting time on the job site, excluding lunch period.

SECTION 2. There will be no shift differential on two-shift operations. Other shifts shall be as outlined in the Master Agreement. Pay will be for actual time worked.

REPORTING PAY - MINIMUM PAY

Employees who cannot work a full shift because of conditions beyond the control of the Employer shall be paid for actual time worked.

WORK RULE CHANGE - SPECIAL CREW MANNING RULES

SECTION 1. The Foreman requirements of the Master Agreement do not apply. The contractor may designate any person of any craft to act as a non-working Foreman when needed.

NOTIFICATION

The Employer shall notify the union when a job is to be performed under this Agreement. Prior to starting work, a pre-job conference and/or markup shall be held between the contractor and the union when requested.

COMPLIANCE AGREEMENT

An Employer to be eligible to utilize the terms of this understanding must be party to the master labor agreement.

WORK CLASSIFICATIONS

SECTION 1. The classification of employment shall be as set forth in the wage schedules of the master agreement and shall be computed at eighty-five percent (85%) for Building Construction and ninety percent (90%) for Heavy-Highway Construction of the classification.

EFFECTIVE DATE & DURATION

It is mutually agreed and understood by the parties signatory hereto, that this understanding shall be in full force and effect as of June 1, 2000, and termination shall coincide with the master labor agreement.

SPECIAL CONDITIONS

In order to preserve work for the union members and make the Employer more competitive on all projects, the Union and the Employer may mutually agree to put this understanding into effect on projects higher than the coverage allowed in Section 4. In addition, both parties may mutually put in to effect special wages and conditions for specific areas or projects for a specific period of time.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 690

INLAND NORTHWEST AGC (a chapter of the Associated General Contractors of America, Inc.)

BUCK HOLLIDAY, CHAIRMAN
TEAMSTERS NEGOTIATING COMM.
LOCAL 690

DATE

ROBERT SECHETTI, CHAIRMAN

10/6/03
DATE

EASTERN WASHINGTON & NORTHERN IDAHO CONSTRUCTION REFERRAL AND REGISTRATION RULES

1. To register, an applicant/member must fill out a Construction Registration for Employment form.

2. Upon completion of the form the applicant/member must sign a monthly sign-in sheet, provide the appropriate Commercial Driver's License and a current DOT Physical Card. In addition, any applicant/member desiring to be dispatched to a job requiring special certifications, such as "40 hour Hazmat" or "Hazwoper", forklift, "Smartmark", "OSHA 10"; shall provide to the dispatcher a copy of such certification. Absent such applicable certification on file with the Local Union, an applicant/member shall not be eligible for dispatch to a job requiring such special certification.

3. Signing this sheet makes the applicant/member available for call until the last day of the month following the sign-in, except as otherwise provided.

4. To continue to hold their place on the sign-in list, the applicant or the member (either currently in good standing or currently paying the "Hiring Hall Fee") must personally sign, mail or fax to Local 690 (fax number (509) 326-9507) once each month or their name will be removed from the list until such time as they reregister at the bottom of the appropriate list.

5. If an applicant/member is called for work and said call is unsuccessful for any reason (no answer, not home, etc.) it is noted on the dispatch record and an applicant/member retains the same position on the sign-in. When an applicant/member has three (3) unsuccessful call attempts during dispatch hours in one (1) calendar month, the applicant/member shall be dropped from the list for the remainder of the month. It would then be necessary for the applicant/member to come in, mail or fax the next month to sign the bottom of the appropriate list. Normal call times will be between 8:00 a.m. and 10:00 a.m. and between 3:00 p.m. and 6:00 p.m. with the exception of emergency calls or unusual circumstances.

6. If an applicant/member receives the call and refuses the job, except for verified sickness, which may require medical verification and the applicant/member's registration card indicates having experience in the type of work available, applicant/member's name is removed from the registration list for fifteen (15) days or the duration of the current month, whichever is greater.

7. If an applicant/member is found working in the Heavy Highway Construction industry without notification of the hiring hall, applicant/member's name will be removed from the list for fifteen (15) days or the duration of the current month, whichever is greater and will be required to reregister at the bottom of the appropriate list. (See No. 5 for sign-in requirement for the next month.)

8. The lists are listed "A", "B", "C", "D" and "Apprentice" which are classified by the number of hours worked as reported to the Eastern Washington, Northern Idaho A.G.C. Health and Welfare records.

9. An applicant/member who has not indicated qualifications on a particular type of equipment does not lose registered place, nor is applicant/member called for this type of work.

10. Since the Local Union dispatches to more than one area (i.e., Tri-Cities, Spokane and Lewiston) registrants may indicate their desire to be dispatched to one or more area(s). If a registrant does not indicate a desire to be dispatched to a particular area, they shall not be called for work in that area. However if a registrant indicates a desire to be dispatched to more than one area, they will

be called for any available work in all areas designated. The hiring hall rules will apply to work in all areas (i.e. if an applicant/member refuses a job, their name shall be removed from the registration list for all areas for the duration of the current month, or fifteen (15) days, whichever is greater). When a registrant desires to change their choice of area(s) of work, they must notify the hall by mail, fax or in person at the time they sign the list.

11. Employer's request for applicants/member by name, or skill or special qualifications, or otherwise, must be confirmed in writing. The Local Union will provide a self-addressed post card or envelope for the supervisor's signature who requested the particular employee.

12. If an applicant/member accepts a work referral card to a job and is terminated for cause after one shift, the applicant/member shall not be permitted to retain the position on the hiring hall registry; but the applicant may register on the bottom of the appropriate list. If an applicant/member quits when work is still available, the applicant/member's name will be removed from the list for fifteen (15) days or the remainder of the current month, whichever is greater.

13. Any applicant/member who accepts a work referral card, and is on a job for more than fifteen (15) calendar days, such registrant will reregister on the bottom of the appropriate list.

14. Any construction member accepting Teamsters Local Union employment shall return to the list of employment from which the member was dispatched, if the dispatched registrant's employment terminates for any cause (at the bottom of the appropriate list).

15. The hiring procedure is set up to provide employment under Building Trade/Construction Agreements for those individuals who are unemployed. Therefore, individuals may register or reregister who are not employed under those Agreements.

16. Any applicant/member who provides false information or misrepresents his qualifications when registering and thereby secures employment shall be subject to immediate discharge, and shall be removed from the list for thirty (30) days or the remainder of the current month, whichever is greater, as acting contrary to the intent of the terms of the Labor Agreement.

17. Registrants must provide telephone numbers. The Local Unions or the Employers are not held responsible for message numbers should there be a misunderstanding concerning a call.

18. It is the registrant's responsibility to maintain a current Construction Registration for Employment form concerning self qualifications and other pertinent information. Any registrant shall be required to complete a current construction Registration for Employment form when registering by either facsimile or mail.

EASTERN WASHINGTON & NORTHERN IDAHO CONSTRUCTION REFERRAL AND REGISTRATION RULES

1. To register, an applicant/member must fill out a Construction Registration for Employment form.

2. Upon completion of the form the applicant/member must sign a monthly sign-in sheet, provide the appropriate Commercial Driver's License and a current DOT Physical Card. In addition, any applicant/member desiring to be dispatched to a job requiring special certifications, such as "40 hour Hazmat" or "Hazwoper", forklift, "Smartmark", "OSHA 10"; shall provide to the dispatcher a copy of such certification. Absent such applicable certification on file with the Local Union, an applicant/member shall not be eligible for dispatch to a job requiring such special certification.

3. Signing this sheet makes the applicant/member available for call until the last day of the month following the sign-in, except as otherwise provided.

4. To continue to hold their place on the sign-in list, the applicant or the member (either currently in good standing or currently paying the "Hiring Hall Fee") must personally sign, mail or fax to Local 690 (fax number (509) 326-9507) once each month or their name will be removed from the list until such time as they reregister at the bottom of the appropriate list.

5. If an applicant/member is called for work and said call is unsuccessful for any reason (no answer, not home, etc.) it is noted on the dispatch record and an applicant/member retains the same position on the sign-in. When an applicant/member has three (3) unsuccessful call attempts during dispatch hours in one (1) calendar month, the applicant/member shall be dropped from the list for the remainder of the month. It would then be necessary for the applicant/member to come in, mail or fax the next month to sign the bottom of the appropriate list. Normal call times will be between 8:00 a.m. and 10:00 a.m. and between 3:00 p.m. and 6:00 p.m. with the exception of emergency calls or unusual circumstances.

6. If an applicant/member receives the call and refuses the job, except for verified sickness, which may require medical verification and the applicant/member's registration card indicates having experience in the type of work available, applicant/member's name is removed from the registration list for fifteen (15) days or the duration of the current month, whichever is greater.

7. If an applicant/member is found working in the Heavy Highway Construction industry without notification of the hiring hall, applicant/member's name will be removed from the list for fifteen (15) days or the duration of the current month, whichever is greater and will be required to reregister at the bottom of the appropriate list. (See No. 5 for sign-in requirement for the next month.)

8. The lists are listed "A", "B", "C", "D" and "Apprentice" which are classified by the number of hours worked as reported to the Eastern Washington, Northern Idaho A.G.C. Health and Welfare records.

9. An applicant/member who has not indicated qualifications on a particular type of equipment does not lose registered place, nor is applicant/member called for this type of work.

10. Since the Local Union dispatches to more than one area (i.e., Tri-Cities, Spokane and Lewiston) registrants may indicate their desire to be dispatched to one or more area(s). If a registrant does not indicate a desire to be dispatched to a particular area, they shall not be called for work in that area. However if a registrant indicates a desire to be dispatched to more than one area, they will

be called for any available work in all areas designated. The hiring hall rules will apply to work in all areas (i.e. if an applicant/member refuses a job, their name shall be removed from the registration list for all areas for the duration of the current month, or fifteen (15) days, whichever is greater). When a registrant desires to change their choice of area(s) of work, they must notify the hall by mail, fax or in person at the time they sign the list.

11. Employer's request for applicants/member by name, or skill or special qualifications, or otherwise, must be confirmed in writing. The Local Union will provide a self-addressed post card or envelope for the supervisor's signature who requested the particular employee.

12. If an applicant/member accepts a work referral card to a job and is terminated for cause after one shift, the applicant/member shall not be permitted to retain the position on the hiring hall registry; but the applicant may register on the bottom of the appropriate list. If an applicant/member quits when work is still available, the applicant/member's name will be removed from the list for fifteen (15) days or the remainder of the current month, whichever is greater.

13. Any applicant/member who accepts a work referral card, and is on a job for more than fifteen (15) calendar days, such registrant will reregister on the bottom of the appropriate list.

14. Any construction member accepting Teamsters Local Union employment shall return to the list of employment from which the member was dispatched, if the dispatched registrant's employment terminates for any cause (at the bottom of the appropriate list).

15. The hiring procedure is set up to provide employment under Building Trade/Construction Agreements for those individuals who are unemployed. Therefore, individuals may register or reregister who are not employed under those Agreements.

16. Any applicant/member who provides false information or misrepresents his qualifications when registering and thereby secures employment shall be subject to immediate discharge, and shall be removed from the list for thirty (30) days or the remainder of the current month, whichever is greater, as acting contrary to the intent of the terms of the Labor Agreement.

17. Registrants must provide telephone numbers. The Local Unions or the Employers are not held responsible for message numbers should there be a misunderstanding concerning a call.

18. It is the registrant's responsibility to maintain a current Construction Registration for Employment form concerning self qualifications and other pertinent information. Any registrant shall be required to complete a current construction Registration for Employment form when registering by either facsimile or mail.