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2002-2007

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TEAMSTERS

MASTER LABOR AGREEMENT

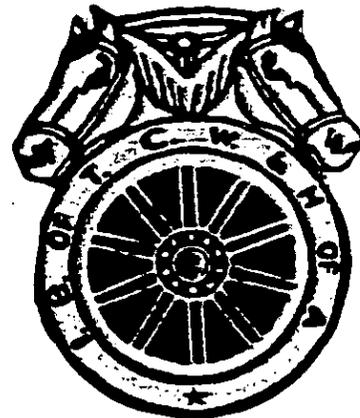
Between

Oregon-Columbia Chapter
The Associated General Contractors of America, Inc.

And

The Joint Council of Teamsters
No. 37

AGC Oregon
Columbia
Chapter
ASSOCIATED GENERAL CONTRACTORS



TEAMSTERS

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- **Article 21 – Special Agreements**

**ADDENDUM AGREEMENTS (published under
Separate cover)**

- **Utilization of Manpower Agreement**
- **Hazardous Waste Removal Agreement**
- **Drug & Alcohol Policy – Amended 4/17/90**

PREAMBLE

This agreement, made and entered into the _____ day of June, 2002 for the period June 1, 2002 to May 31, 2007 by and between certain members of the Oregon-Columbia Chapter of the Associated General Contractors of America, Inc. (AGC), whose names are set forth in Schedule "B", and referred to as the Employer or Contractor,

and

The Joint Council of Teamsters No. 37, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, for themselves and on behalf of the local unions whose names are set forth in Schedule "C" or any supplement thereto, and hereinafter referred to as the "Union."

For purposes of this Agreement, the Associated General Contractors is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is acting for and on behalf of the Employers who have individually requested the Associated General Contractors to act as their individual and separate bargaining agent in individual Employer units.

The Agreement constitutes a continuation and extension of the contractual relationship heretofore existing between the Contractor, the AGC, and the Union as evidenced by prior labor agreements between the AGC and the Union.

PURPOSES OF THIS AGREEMENT

The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, and to prevent avoidable delays and expense. Both parties pledge their efforts to these purposes.

ARTICLE 1

DEFINITIONS

1.1.a. Association: The term "Association" means the Oregon-Columbia Chapter, The Associated General Contractors of America, Inc.

1.1.b. Contractor: The term "Contractor" means the Members of Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., and whose names are set forth in Schedule "B" or any supplement thereto.

1.1.c. Union: The term "Union" means the Joint Council of Teamsters No. 37, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

1.1.d. Local Union: The term "Local Union" means one of the following local unions affiliated with the Joint Council of Teamsters No. 37, affiliated with the International Brotherhood of

Teamsters, Chauffeurs, Warehousemen and Helpers of America whose names are set forth in Schedule "C" or any supplement thereto.

1.1.e. Territory: The term "Territory" shall mean the entire State of Oregon and the following area in the State of Washington: The counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, and that portion of Pacific County South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean.

1.1.f. Other Employer: The term "Other Employer" as used herein shall mean employers who are not members of the Association but who have subscribed to terms and conditions of this Agreement.

ARTICLE 2

MUTUAL RECOGNITION & WORK AFFECTED

2.1. The Association and the Contractors recognize the Union as the sole and exclusive bargaining representative of all workmen of the Contractors employed in the territory of this Agreement with respect to highway, general building and the heavy construction industry who are employed in the job classifications of this Agreement and in work of which the Union has jurisdiction, and the Union and Local Unions recognize the Association as the sole collective bargaining agent of its members as listed in Schedule "B" hereof and the supplements thereto.

2.2.a. Heavy and highway work, shall include but not be limited by inference or otherwise, to roads, streets, highways, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, alleys, sidewalks, guardrails, fences, parkways, parking areas, athletic fields, railroads, railway track elevations, grade crossings, overpasses, underpasses, subways, airport grading, surfacing and drainage, elevated highways, piledriving, electric transmission line and conduit projects (both above and below ground), telephone and TV cable transmission lines (open ditch and/or plowed), water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipe lines, sanitation and sewer projects, all common ditches, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, jetties, quarrying of breakwater or riprap stone, foundations, piledriving piers, docks, locks, river and harbor projects, breakwaters, dredging, channel-cutoffs, duct lines, subways, shafts, tunnels, drilling, soil testing, clearing and grubbing, land leveling, quarrying, demolition and site clearing. Industrial plant construction shall include but not be limited to refineries, power plants and incidental structures. It shall include the operation, maintenance and repair of equipment or vehicles and other facilities used in connection with the described work and services and all other work of a similar nature.

2.2.b. Building work, shall include but not be limited by inference or otherwise, to the construction, erection, alteration, repair, modification, painting, addition or improvements, in whole or in part, of any building structure, either residential or commercial. It shall include the operation, maintenance and repair of equipment or vehicles, and other facilities used in connection with the described works and services and all other work of a similar nature.

2.2.c. Craft jurisdiction is neither determined nor awarded by classifications or scope of work covered in any AGC Labor Agreement.

2.3. It is expressly understood and agreed by all parties hereto that when operations such as Quarries, Gravel, Sand and Gravel Plants, Asphalt Plants, Ready-Mix Concrete or Batch Plants are operated by a Contractor at the job site, primarily to supply materials to the Contractor, the Contractor shall be required to see that the terms and conditions of this Labor Agreement are complied with.

2.4. Teamster work as classified in this Agreement performed by the Contractor at the job site or project warehouses, shops, or yards shall be performed under the terms of this Agreement.

2.5. This Agreement shall be binding upon the parties and their successors. In the event the Contractor's business is sold, transferred or merges, such business shall continue to be subject to the terms and conditions of this Agreement. The Contractor shall give notice of the existence of this Agreement to any purchaser, assignee, etc., of the business. Such notice shall be in writing with a copy to the Union and shall be given at the time of such sale or transfer of the business.

ARTICLE 3

EFFECTIVE DATE - DURATION

3.1. When executed by parties hereto, the terms and conditions of this Agreement shall become effective on June 1, 2002, and shall remain in full force and effect through May 31, 2007. The "no-strike, no-lockout" provisions of this Agreement shall remain in full force and effect during the entire five (5) year duration of this Agreement. The monetary considerations, i.e. wages, fringe benefits, etc., shall be as set forth in Article 10 and Schedule "A" for rates to be effective June 1, 2002.

3.2. Any party hereto desiring termination or modification of this Agreement shall serve written notice on the other party at interest on or before March 1, 2007 advising of intent to terminate or modify and requesting negotiations. If no such written notice is given, this Agreement shall continue in full force and effect from year to year.

ARTICLE 4

SUBCONTRACTORS AND OTHER EMPLOYERS

4.1.a. A subcontractor is one who takes over any part or a complete section of a general contract, including both the furnishing of materials for and the performance of labor on the job, or the performance of labor only. No Contractor or joint venture covered by the terms and conditions of this Agreement shall subcontract any job site work to a subcontractor or employer who is not signatory to this Labor Agreement except as provided in Sections 4.1.b. and 4.1.c. The Contractor or joint venture shall be held responsible for the payment of Wages, Travel Pay, Pension, Health and Welfare, Vacation, Training, PWLE and CAF incurred by the subcontractor and shall see that the subcontractor adheres to the working conditions.

4.1.b. Section 4.1.a. shall not be operative when potential union subcontractors are not available. When a subcontractor is not signatory to a labor agreement, there shall be a pre-job conference between the Local Union, a representative of the Joint Council of Teamsters No. 37, the Contractor, the subcontractor and the Association if affected. The parties will attempt to reach agreement regarding this section before the subcontractor performs any work on the project.

4.1.c. In order to comply with this Article, the Union shall make available an agreement for the duration of the project or subcontract to cover only the subcontracted work, if requested by a subcontractor.

4.2. In the event a Contractor is unable to find qualified competitive union MBE-WBE subcontractors when the Contractor is obligated to satisfy MBE-WBE recruiting requirements, whatever the percentage of work is required by the owner dollar wise may be exempted from this Article. Percentage to be used once with all crafts included in total percentage. All subcontractors must be signatory or become signatory.

4.3. Where the general contractor receives bids that show the non-union subcontractor five percent (5%) or more lower than the union subcontractor, the Contractor and the Union shall waive this Article, provided however the Union and the Contractor shall review the prices submitted before signing the non-signatory subcontractor. Due to the special nature of subcontracting in this area, the differential for labor subcontracts shall be ten percent (10%). Labor subcontracts include labor and small tools only; they do not include rentals, equipment or materials.

4.4. A vendor, who makes delivery of materials, supplies or equipment and who, incidental to or as a part of the furnishing or delivery of material, supplies, or equipment, does any work at the job site, shall be a party to a collective bargaining agreement with Joint Council of Teamsters No. 37 or its signatory local unions, containing the full terms of this Agreement. In the event a vendor is not a party to such an agreement, he shall not perform any job site work except that deliveries may be made by such vendor to job site.

ARTICLE 5

OWNER - OPERATOR

5.1. The parties understand and agree that a primary purpose of this Agreement is to preserve work, which has traditionally been performed by employees in the unit. The intent of this Article is to have all owner operators signatory to the contract.

5.2. Owner-Operator is an individual that holds legal or registered title to a motor vehicle or to the power equipment unit thereof in his/her name and who personally drives such vehicle unit in the performance of work covered by this Agreement.

5.3. The Contractor shall notify the Joint Council with area jurisdiction at the start of the job that the Contractor is engaging owner-operators on the job. Within forty-eight (48) hours after the owner-operator begins work on the job the Contractor will notify the Joint Council of Teamsters No. 37 of the name and Social Security Number of the Owner-Operator.

5.4. All owner-operators who hire employees or operators of fleet owned Teamster equipment shall be classified as subcontractors and will fall under Article 4, Sections 4.1.a., 4.1.c., 4.2. and 4.4. of subcontractors or other employers. All other sections of Article 4 shall not apply.

5.5. The hiring hall provisions in this Agreement shall not be enforced under this Article on a single shift operation.

ARTICLE 6

HIRING

6.1. In order to maintain stable employment and preserve workable labor relations within the industry, there is hereby established a plan of referral, which shall prevail with respect to the hiring of workers.

6.2. There shall be no unlawful discrimination by the Contractor or the Local Union with respect to the hiring, tenure, or discharge of any worker, and any requirements as to membership or non-membership in any union shall be in accordance with the National Labor Relations Act of 1947 as amended and Equal Employment Opportunity Regulations supported by Executive Orders.

6.3. It is recognized within the construction industry that the Local Union affords the prime source of qualified workers in the classifications covered by this Agreement. The Local Union agrees to make every effort to furnish the Contractor with an adequate supply of qualified workers.

6.4. Workers 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 such rights are generally continuous while under employment and remain effective until a certain period of time after layoff or discharge.

6.5. All employees working within a job classification covered by this Agreement shall be hired upon referral to the Contractor by the Local Union having jurisdiction where the job is located, except as hereinafter provided.

6.6. Whenever the Contractor requires Teamsters on any job, he shall notify the Local Union office in writing or by telephone stating the location, starting time, approximate duration of the job, the type of equipment to be operated and the work to be performed and the number of workers required, and the requisition number by which each worker is ordered.

6.7. The Contractor will give the Local Union reasonable advance notice of his needs for workers. When such notice is given for workers to report to work at the job site, a reasonable time shall be allowed for workers traveling to such job sites as to be agreed to between the Local Union and the Contractor. When a worker fails to report to the job site within the time agreed upon, the Contractor may hire workers from other sources.

6.8. The Contractor shall not recruit or hire applicants not referred by the Union except as provided hereafter.

Should the Union be unable to refer qualified workers for employment to the Contractor within twenty-four (24) hours from the time of receiving the Contractor's request (Saturdays, Sundays and Holidays excepted) or at the time mutually agreed upon at time of request, or if a worker fails to report to the job site on the agreed time, the Contractor shall be free to secure workers from any source. The Contractor shall notify the Local Union promptly of the names, social security numbers and date of hire of such employees.

6.9. Each Local Union shall maintain a register or list of applicants for employment. All dispatching by the Local Union shall be on the basis of objective employment criteria including experience, competence and residence. It is further agreed that workers once dispatched to a Contractor for a specific project will, in case of lay-off have rehire rights for a period of twenty-four (24) months. Such workers shall be redispached by the Local Union.

6.10.a. PRE-JOB CONFERENCE. Before commencing work, a pre-job conference shall be held for all construction projects within the jurisdictional area of any local union signatory to this agreement. However, on projects of less than twenty-five (25) workdays in lieu of a pre-job conference the contractor shall be required to notify the local union of the commencement of the project, the approximate duration and any unusual conditions. The contractor will also notify the local union of the subcontractors to be used on the project. If a pre-job conference is held, the contractor will arrange for a representative of the subcontractor to be present if appropriate. The pre-job conference shall be held in Portland or at a location near the job or project.

For the purpose of this section, on-going operations from a permanently established plant (i.e. Asphalt plants, crushers or pug mills) shall be considered as one job.

6.10.b. COMPOSITE CREW: Contractors may establish for a project or job a crew or crews known as a "composite" which shall consist of the required crafts in such proportions as are respective to the type of work to be performed. In performing its work, the "composite crew" shall be allowed relaxation from strict craft jurisdiction, provided the employees from each craft are assigned to their craft's jurisdiction as far as practical and possible, but not inconsistent with the provision of this agreement.

The aforementioned provision shall be arranged at a pre-job conference or subsequent meetings of the contractor and crafts involved. Any disagreement over this provision may be appealed to the chief representatives of the respective five crafts and AGC.

6.11. TRANSFER OF EMPLOYEES.

6.11.a. On projects where the Teamster work can be performed in a twenty-five (25) consecutive work day period or less, the Contractor may bring in any worker who has been employed by the Contractor in the last twelve (12) months. Such twenty-five (25) consecutive workdays shall exclude Saturdays and Sundays and shall be adjusted for workdays lost due to weather, owner directed suspension of work and other delays or suspensions beyond the control of the Contractor. Such

workers shall be cleared and dispatched from the Local Union. Thereafter all other workers shall be referred from the Local Union.

6.11.b. On projects requiring more than twenty-five (25) consecutive workdays of Teamster work, the Contractor will state at the pre-job conference the number of workers whom he desires to bring into the area, and an attempt will be made to reach a mutual understanding on the matter and any such understanding shall be reduced to writing. After the agreed number has been brought in, all additional workers will be referred from the Local Union. If no agreement is reached, then that fact shall be reduced to writing. In the event the parties are unable to reach an agreement the Contractor may bring in workers under one of the following options:

(1) The Contractor will be allowed to bring in any worker on his payroll during the twelve (12) months preceding the pre-job conference up to a maximum of forty percent (40%) of the work force, provided that the ratio of workers shall be maintained at sixty percent (60%) from the Local Union and forty percent (40%) brought into the area by the Contractor. All workers requested under this option shall be cleared and dispatched by the Local Union subject to the ratio prescribed above. This option shall not be applied to workers from outside the territory of this Agreement.

(2) The Contractor may bring in a worker as the first to be employed on the project. The next three (3) workers shall be referred from the Local Union pursuant to the provisions of this Article. This procedure shall be repeated as additional workers are required, provided that the ratio of workers employed on the project shall be maintained at three (3) workers referred by the Union and one (1) brought in by the Contractor.

(3) For asphaltic concrete surfacing operations, the Contractor shall be entitled to bring in any workers on his payroll continuously except for normal and seasonal layoff due to inclement weather or lack of work during the twelve (12) months preceding the pre-job conference up to a maximum of 80 percent of the work force, provided that the ratio of workers shall not exceed eighty percent (80%) percent brought into the area by the Contractor. All workers requested under this provision shall be cleared and dispatched by the Local Union before performing any work on the project.

6.11.c. In the preceding Section 6.11.b. (including subparagraphs 1, 2, and 3), where workers are to be referred from the local union, the Contractor may request, by name, fifty percent (50%) of those referrals from the local union's "A" list.

6.11.d. Any worker hired by the Contractor in violation of this Section shall be removed from the project by the Contractor within twenty-four (24) hours from receipt of written notice from the Union specifying this subsection as the reason for such request. The Local Union shall dispatch a replacement employee. Such replacement shall report to the Contractor for work at such time as is mutually agreed or twenty-four (24) hours from the Contractor's receipt of written notice of violation. Payment of all wages, including overtime and all benefits to the replacement employee shall commence at the designated time for reporting to work. Such payment shall be for each hour worked that is in violation of this Section after said reporting time.

6.12. The Contractor will notify the Local Union within three (3) days giving the names,

addresses, date of hire and classification of any worker hired other than by referral through the Local Union. This provision shall also apply to regular employees of the Contractor brought in from other areas.

6.13. The Local Union shall make every effort to furnish the Contractor with competent, experienced workers, and the Contractor shall determine the applicant's suitability for the job in a fair and non-discriminatory manner.

6.14. The Contractor and the Union recognize that a Contractor should not lose jobs because of Government requirements, which are in conflict with the hiring hall. Therefore, when a government contract or Government Agency requires a different hiring hall arrangement to meet Federal or State requirements, the hiring hall arrangement will be modified to meet the demands of those requirements. It is understood that the hiring hall will be followed as closely as possible without being in conflict with the Government requirements.

The Contractor will notify the Union in advance of the commencement of the job of the Government requirements, and upon request will provide the Union with a copy of pertinent provisions.

It is also further understood and agreed that this section is not intended to create jobs where none exist.

6.15. See Schedule "A" for hiring requirements of Teamster trainees.

6.16. If qualified workers are not available for referral, the Union and Contractor may by mutual agreement indenture an unqualified worker as a trainee. Both Contractor and Trainee shall agree to fulfill all the provisions of the existing Training Program.

6.17. American Disabilities Act (ADA). The parties to this Agreement recognize the mandate to accommodate the disabled and agree that, other provisions of the Agreement notwithstanding, the Contractor may take reasonable actions as necessary to accommodate an individual who is or may be disabled. The Union agrees that it will conduct the affairs of its operations consistent with the requirements of the American with Disabilities Act.

ARTICLE 7

UNION MEMBERSHIP

7.1. All workers employed by the Contractor to perform work within the properly determined craft jurisdiction of the Local Union involved, who are members of the Local Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, or who shall thereafter become so employed, shall as a condition of employment, not later than the eighth day following the effective date of this Agreement, or the beginning of such employment, whichever is the later, become and remain members in good standing in the Local Union.

A member in good standing shall be defined as a worker who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Local Union (subject, however, to Sections 7.2 and 7.3 of this Article).

7.2. The Local Union accepts all obligations for the continued membership of its members as provided in Section 7.1 of this Article for the collection of their initiation fees and dues. There shall be no stoppage or slow-up of work because of disciplinary action on the part of the Union, except that the Local Union shall have the right to require the removal of employees for failure to pay or tender initiation fees and dues as required by this Agreement.

7.3. All requests by the Local Union for the removal of an employee for non-payment of or failure to tender initiation fees and dues shall be made to the Contractor in writing, in which event the Contractor agrees to remove the employee involved in accordance with the provisions of this Article, and failure to remove such employee shall be considered a breach of this Agreement. It shall not be deemed a violation of this Agreement for the Union to refuse to work or take any economic action where a Contractor fails to remove the employee involved within forty-eight (48) hours of such written notice by receipt of registered letter to the Employer, (Saturdays, Sundays and Holidays excluded).

7.4. This Agreement shall not apply to workers hired or employed as general superintendents, superintendents, general foremen, master mechanics, time-keepers, clerks, messengers, watchmen, guards, confidential employees or as office help generally, or their transportation, or any other supervisory employees of the Contractor as defined and excluded by the Labor Relations Act of 1947, as amended. It is further understood that the employees listed above shall not perform any work covered by this Agreement.

ARTICLE 8

SHIFTS - HOURS OF WORK - OVERTIME

(The official time for the purposes of this Agreement shall be applicable legal time.)

8.1. The hours of work per week or month shall be as regulated by particular contract which the Contractor has to perform and shall be arranged to meet the requirements of the Contractor as best suits the calendar time allowed by the contract for completion.

8.2.a. WORK WEEK

- (1) The workweek shall be forty (40) hours, Monday through Friday, and the work day shall not exceed eight (8) hours per day.

All time worked in excess of the foregoing shall be paid for at the rate of time and one-half (1½x).

Work performed on Saturdays shall be paid for at the rate of time and one-half (1½x).

Sunday and Holiday work shall be paid for at the rate of Double time (2.0x).

(2) On work that is entirely federally funded, the workweek shall be forty (40) hours, Monday through Friday. All work in excess of forty (40) hours in one week, or ten (10) hours in one (1) day shall be paid for at the rate of time and one-half (1½x)

The Contractor shall not employ a second crew to circumvent overtime pay after 40 hours.

(3) On operations such as green sawing, dewatering, curing and protection of concrete, all overtime pay shall be time and one-half (1½x), including Sundays and Holidays.

(4) Notwithstanding the above, the Contractor may, at his option, establish ten (10) hour shifts for a minimum of any four consecutive scheduled work days, Monday through Friday, on some or all operations on a project, without being required to pay overtime. Anything over ten (10) hours shall be subject to the provisions above. Failure to work the four (4) day minimum shall require overtime unless such failure is caused by actual inclement weather or other conditions definitely beyond the control of the Contractor.

Four ten (4-10) 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 equipment breakdown, then Friday may be worked as a make-up day at the STRAIGHT TIME RATE.

Make-up day applies to the crew so affected.

8.2.b. SHIFTS - (STARTING TIME) - SINGLE SHIFT:

(1) HEAVY HIGHWAY - Eight (8) hours work per day between the hours of 5:00 a.m. to 7:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent.

(2) BUILDING - Eight (8) hours work per day between the hours of 6:00 a.m. to 6:00 p.m. and five (5) days per week, Monday through Friday, shall be the normal working time of all employees covered by this Agreement. Starting and quitting times may be expanded by mutual consent.

8.2.c. TWO-SHIFT OPERATION: On a two (2) daylight and consecutive shift operation, no shift penalty is involved for work performed in either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in the Reporting Pay/Minimum Pay requirements of this Agreement.

8.2.d. THREE-SHIFT OPERATION:

(1) On a three (3)-shift operation, the first shift of eight (8) hours (exclusive of

meal period) shall start between the hours of 6:00 a.m. and 8:00 a.m., and eight (8) hours work shall constitute the first shift for which eight (8) hours shall be paid.

(2) The second shift shall consist of seven and one-half (7½) hours (exclusive of meal period) for which (8) hours at the straight time rate shall be paid. (3) The third shift shall be seven (7) hours (exclusive of meal period) for which eight (8) hours at the straight time rate shall be paid. Thirty-five (35) hours shall constitute a week's work on the third shift, and the third shift shall be considered as a part of the same day on which the first shift started.

8.2.e. ON A MULTI-SHIFT OPERATION: If an employee, after completing his normal Saturday work day shift, is required by the Contractor to perform work on the succeeding shift, the employee shall be paid double time (2x) for the hours worked on the succeeding shift.

8.2.f. For the purposes of this Article, a full shift period shall be considered the regularly scheduled hours of work for each shift and the second and third shifts shall be considered as a part of the working day on which the first shift started. The regularly scheduled shift hours shall not be changed during the workweek without two (2) days prior notice and not more than once during the workweek. The total allowable time for a two or three shift operation shall not be in excess of twenty-four (24) hours from the regular starting time of the first shift.

8.2.g. Should a Contractor elect to start a shift before the regular starting time, the applicable overtime rate shall be paid until the regular starting time, and the eight (8) hours of continuous employment (exclusive of meal period) following the regular starting time shall be at the regular straight time rate and/or in accordance with Section 8.2.a. (2, 4 & 5) of this Article. Should a Contractor elect to start an employee prior to his regularly scheduled hours of work, such employee shall receive the applicable overtime rate up to his regularly scheduled hours.

8.2.h. SPECIAL SHIFT

(1) A special shift may be established at any time, at the option of the Contractor, on any job or project. Said shift shall not be started until the union has been notified. There shall be no premium or penalty for working a special shift.

(2) All time worked before the special shift or after it ends and/or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and Holidays, shall be paid at the applicable overtime rate, except as provided in Section 8.2.a. (2, 4 & 5).

8.3. HOLIDAYS shall be:

New Year's Day	Labor Day	Christmas Day
Fourth of July	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	

Should any of these Holidays fall on Sunday, the following Monday shall be

considered a legal Holiday. Should any of these Holidays fall on Saturday, the preceding Friday shall be considered a legal Holiday.

Should an employee be required to work on Presidential Election Day, arrangements shall be made to allow him ample time to vote. However, the Employer will not be required to pay for any time not worked.

8.4. MEALS:

8.4.a. A regular lunch period of not less than one half (1/2) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without a lunch period, he shall be paid one half (1/2) hour at the applicable overtime rate and in addition given adequate time to eat his lunch. If the employee is not given adequate time to eat, he shall then receive an additional one half (1/2) hour at the applicable overtime rate.

8.4.b. Employees who have been given sufficient time to eat during the regular shift may be allowed to work twelve (12) hours without a second lunch period penalty. If the employee works over twelve (12) hours, he shall be paid one half (1/2) hour penalty at the applicable overtime rate. If the employee is not given sufficient time to eat his lunch during his regular shift, an additional one half (1/2) hour penalty shall be paid if required to work longer than ten (10) hours.

ARTICLE 9

REPORTING PAY - MINIMUM PAY

9.1. IMMIGRATION REFORM AND CONTROL ACT (IRCA) - Any referral who is unable to qualify for employment under the provisions of the IRCA shall not be eligible for employment and the attendant benefits therein.

9.2. REPORTING EXPENSE - When qualified workers report for work as directed and for whom no work is provided, they shall be paid forty dollars (\$40.00) reporting expense unless prevented from working by causes not under the control of the Contractor. It being understood that the above reimbursements are for the inconvenience of reporting to the job site and are not to be construed as wages for work performed and that workers entitled to reporting expense shall not be required to remain on the job site except as provided below.

9.3. MINIMUM PAY

9.3.a. Employees who work less than four (4) hours shall be paid for four (4) hours and if worked more than four (4) hours shall receive pay for the actual time worked.

9.3.b. If an employee leaves or quits of his/her own volition, the employee shall be paid for

actual time worked at applicable straight and overtime rates. If a new hire is put to work and judged by the Contractor to be unsatisfactory, the new hire shall be paid only for the actual time worked.

9.4. Stand-By - On rain sensitive work such as Dirt Work, Slab Work, Asphalt Work or in such cases as equipment breakdown, the Contractor may request the employees to remain on the job for up to two (2) hours on a stand-by basis. If not put to work during this two hour period, the employee shall receive two (2) hours wages plus fringes but shall not receive the forty dollars (\$40.00) Reporting expense. If put to work, employees shall receive pay for actual hours worked in accordance with the minimum pay requirement of this Article.

9.5. Call Back - In the event an employee has completed his or her shift and left the job or project and is called back to perform work the employee shall be paid a minimum of four (4) hours at the applicable overtime rate in addition to wages earned prior to such call back.

9.6. Employee Notification - Should a regular employee fail to report at the time and place assigned to report for work, the employee must make every effort to notify the Contractor prior to or during the shift involved.

ARTICLE 10

NON-RECURRING WORK

10.1. When a Contractor has Teamsters' equipment on the job and does not have a Teamster employee available on the job site for the work to be performed, the Contractor shall obtain a Teamster under the terms and conditions of this Agreement. The Contractor may temporarily use any employee without regard to craft jurisdiction when vacancies are caused by sickness or other unavoidable absence beyond the control of the Contractor. Such emergency work shall in no way prejudice the proper jurisdiction of the Union.

ARTICLE 11

WAGE SCALES

11.1. Old Work Protection: All private sector work in progress or bid which was covered by the scope of the previous agreement, shall be guaranteed the protection of the appropriate wage and fringe benefit rates in effect in the previous agreement. For work bid under the 2002-2007 contract, old work protection will last for twenty four (24) months from award of bid, except the contract will pay all Health and Welfare increases up to fifty cents (\$0.50). After the twenty four (24) months, the contractor shall pay all current wage and benefits.

Private Work bid after June 1, 2002 shall be at the new wage and benefit rates as provided in SCHEDULE "A". Public Work performed under the provisions of a prevailing wage statute shall be administered in accordance with Schedule "A" - Public Works Project, Davis-Bacon Act and Related statutes.

11.2. Monetary Increases.

11.2.a. The classifications of employment, Wage scales, Health and Welfare, Pension, Vacation, PWLE, CAF and Training, as set forth in this Agreement and Schedule "A" attached shall be applicable for the period covered as set forth in Article 3.

11.2.b. Monetary increases in the total wage/fringe packages for the life of this Five (5) year agreement are effective on the dates indicated below:

June 1, 2002 - \$0.40 per hour for each group, distributed with:

\$0.25 per hour to Base Wage

\$0.15 per hour to Health & Welfare

June 1, 2003 - \$0.55 per hour for each group, distribution by mutual agreement to be determined.

June 1, 2004 - \$1.00 per hour for each group, distribution by mutual agreement to be determined.

June 1, 2005 - Wage and Fringe Benefit opener (with distribution by mutual agreement).

June 1, 2006 - Wage and Fringe Benefit (opener) (with distribution by mutual agreement).

11.3. Additions of classifications and applicable wage scales for the purpose of clarification or of supplying omissions may be made from time to time when signed by the parties hereto, and shall be confirmed by written supplements to be attached to Schedule "A"

11.4.a. This Agreement contemplates that, as and when types of equipment are developed to which present classifications in Schedule "A" of this Agreement are not fairly applicable, the Association and the Union will promptly negotiate an appropriate rate for its operation. After written request, the Association and the Union shall meet and negotiate a proper classification and wage rate, which shall become a part of Schedule "A", effective on the date the equipment is first used. While such negotiations are under way, the equipment will be operated at a temporary classification and rate.

11.4.b. If the parties are unable to negotiate such change or classification, within thirty (30) days (unless extended by mutual consent), either party may, after three (3) days written notice to the other, submit the matter to Arbitration under Step Four, of Article 26.

ARTICLE 12

CAMP REQUIREMENTS

12.1. Where and when standard camp facilities are provided by the Employer at or near the job site, cost to the employee shall be decided by mutual agreement between the Union and Employer in accordance with Article 26. It is understood an employee will be paid Zone A wages if the employer utilizes a camp facility. Use of a camp facility is solely the option of the employee.

ARTICLE 13

TRANSPORTATION AND MOVEMENT OF EQUIPMENT

13.1.a. When Teamster operated equipment, classified in this Agreement, is moved under its own power from one construction job to another, or from yard to job site or vice versa, such movement of equipment will be done by Teamster employees under the terms and conditions of this Agreement.

13.1.b. The Contractor shall furnish return transportation, or an allowance therefore, from the point of delivery direct to the starting point. Time spent on the return trip shall be considered work time under the terms and conditions of this Agreement except as hereinafter provided.

13.1.c. Any workers relieved from duty at delivery point shall be given at least eight (8) hours rest and any legitimate expense incurred, provided the employee shall furnish receipts for same.

13.1.d. After the rest provided in paragraph 13.1.c. above, the employee returning on Saturday, Sunday, or Holidays shall be paid the regular straight time wage rate up to a maximum of eight (8) hours out of each twenty-four (24) hour period. Employees shall receive a minimum pay of four (4) hours; if traveling in excess of four (4) hours they shall be paid for six (6) hours; if traveling in excess of six (6) hours they shall be paid eight (8) hours pay.

13.1.e. Any employee requested to return from delivery point to starting point with no rest period shall be paid straight time or overtime rates under the terms and conditions of this Agreement. In addition the Employee shall be paid any legitimate expense incurred provided the employee shall furnish receipts for same.

13.2. Teamsters driving lowbed, flatbed, semi-trailer, truck and trailer, or doubles, engaged in the transportation of materials, machinery or equipment from one construction job to another, from yard to job site, or vice versa, shall be covered by the terms and conditions of this Agreement. When held away from home terminal overnight, or nights, they shall be paid the cost of their lodgings, meals and any other legitimate expense. The employee shall furnish receipts for such expenditures.

ARTICLE 14

PAYDAY

14.1. Payday shall be once a week. Employees shall be paid on the job at a mutually convenient location. When daily time and equipment cards are required by the Contractor such cards shall be made out on the job during work hours or immediately thereafter. Employees discharged or terminated shall be paid immediately on such discharge or termination, provided that payment by check to the employee, or mailed and postmarked to their residence addresses, within twenty-four (24) hours after such discharge or termination, shall be deemed compliance with this section. When employees quit of their own accord, they shall receive the pay due them not later than the next regular payday. If the Contractor does not comply with the above procedures as to payment for discharge, termination or quit, the employee shall be paid for eight (8) hours additional pay at his or her straight time rate for each day (Saturdays, Sundays and Holidays excepted) until paid. Under Article 26, Step Three the committee may impose limitations to the penalty as they deem equitable.

14.2. Payments will be assumed to be correct and there shall be no adjustments made unless the employees file a protest with the union within fifteen (15) days after receiving check. No erasure or alteration of time or equipment cards shall be allowed.

ARTICLE 15

HEALTH AND WELFARE

15.1. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing AGC-Teamsters Health and Welfare Trust Fund as established June 5, 1959, shall continue in full force and effect and shall continue to be appropriate depository for the contributions referred to herein, shall pay monthly in accordance with the Trust Agreement, the sum as indicated in Schedule "A" per compensable hour, for the purpose of providing Health and Welfare benefits for all eligible employees covered by this Agreement. Such payments shall be made on or before the 20th day of each month. The details of the Health and Welfare Plan established by this Trust Fund shall continue to be controlled and administered pursuant to the terms of the Trust Agreement, by a joint Board of Trustees composed of equal representation from the Union and the Association who are signators to the Trust Agreement.

15.2. It shall not be deemed a violation of this Agreement for the Union to refuse to work, or take any economic action where a Contractor fails to make proper contributions to the Health and Welfare Fund in accordance with the provisions of this Agreement. The Contractor will be notified by registered or certified mail prior to such economic action. The terms of this subparagraph shall not be applied in regard to any contributions, which are due or claimed to be due as a result of the application of the provisions in Article 4 (Subcontractors).

15.3.a. National Health Care Legislation: In the event of the enactment of National Health Care legislation, which limits the deductibility of employer Health/Welfare contributions, the Association and Union will meet immediately to ensure the deductibility to the employer of the full compensation package.

15.3.b. If the method of adjustment cannot be mutually agreed upon within sixty (60) days, it will be referred to the grievance procedure.

ARTICLE 16

PENSION

16.1. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement, agree that the existing Western Conference of Teamsters Pension Trust Fund shall continue in full force and effect and shall continue to be the appropriate depository for the contributions referred to herein, shall pay, monthly in accordance with the Trust Agreement, the sum as indicated in Schedule "A" per compensable hour for the purpose of providing pension benefits due on behalf of all employees performing bargaining unit work. Such payment shall be made on or before the 10th day after the last business day of the month for which contributions are due. The details of the Pension Plan established by this Trust Fund shall continue to be controlled and administered pursuant to the terms of the Trust Agreement, by a Joint Board of Trustees composed of equal representation from the Union and the Association. The Union and Contractor agree to be bound by the Western Conference of Teamsters Agreement and Declaration of Trust and Plan or as hereafter amended, retroactively or otherwise, and to be bound by the actions of the duly appointed Board of Trustees or their successors.

16.2. It shall not be deemed a violation of this Agreement for the Union to refuse to work, or take any economic action where a Contractor fails to make proper contributions to the Pension Trust Fund in accordance with the provisions of this Agreement. The Contractor will be notified by registered or certified mail prior to such economic action. The terms of this subparagraph shall not be applied in regard to any contributions, which are due or claimed to be due as a result of the application of the provisions in Article 4 (Subcontractors).

16.3. Program for Enhanced Early Retirement (PEER). Effective June 1, 1992; in lieu of wages, the contribution to the Western Conference of Teamsters Pension Trust Fund (WCTPTF) shall be allocated to provide for the Program for Enhanced Early Retirement (PEER). Contributions will be paid in accordance with the aforementioned sections of this Article 16. The total contributions to the WCTPTF will be as indicated in Schedule "A". 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 the PEER must at all times be 11.5% of the basic contribution and cannot be decreased or discontinued at any time.

ARTICLE 17

VACATION FUND

17.1. In addition to the wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B", or otherwise coming under the scope of this Agreement, who are, or may become signatory parties to this Agreement, agree that the existing AGC-Teamsters Vacation Fund as established November 30, 1970, shall continue in full force and effect and shall continue to be the appropriate depository for the contributions referred to herein, shall pay monthly in accordance with the Trust Agreement, the sum as indicated in Schedule "A" per compensable hour, for the purpose of providing Vacation benefits for all eligible employees covered by this Agreement. The details of the Vacation Plan established by this Trust Fund shall continue to be controlled and administered pursuant to the terms of the Trust Agreement by a Joint Board of Trustees who shall be the same as the Health and Welfare Trustees.

17.2. It shall not be deemed a violation of this Agreement for the Union to refuse to work, or take any economic action where a Contractor fails to make proper contributions to the Vacation Trust Fund in accordance with the provisions of this Agreement. The Contractor will be notified by registered or certified mail prior to such economic action. The terms of this subparagraph shall not be applied in regard to any contributions, which are due or claimed to be due as a result of the application of the provisions in Article 4 (Subcontractor).

17.3 DRIVE Program. The Teamsters, at its discretion, may implement the Democrat, Republican, Independent Voter Education (DRIVE) through the Vacation Trust. The implementation of DRIVE is subject to the following:

- a. The program must be reauthorized by mutual agreement each contract year.
- b. At the end of each contract year, the AGC will be allowed to audit the uses of the DRIVE Funds.
- c. The employees must individually authorize the deduction.

ARTICLE 18

TRAINING

18.1. The parties signatory hereto agree to maintain a Joint Training Committee. Said Committee shall formulate and operate a training program in the area of this Agreement in accordance with the laws and regulations administered by the Washington State Apprenticeship and Training Council and the Oregon State Apprenticeship and Training Council.

18.2. All persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement, who are or may become signatory parties to this Labor Agreement, shall pay into the Trust Fund in the manner set forth in the Trust Agreement the amount as indicated in Schedule "A" per compensable hour for Teamsters covered by this Agreement.

The Training Trust Fund shall be administered and controlled by a Joint Board of Trustees composed of equal representation from the Union and the Association which are signators to the Trust Agreements.

See Schedule "A" for hiring requirements of Teamster trainees.

ARTICLE 19

APPOINTMENT OF TRUSTEES

19.1. Each Trustee appointed by the Union shall be a member of the Union and each Trustee appointed for the Contractors shall be either an active Employer, a Full-time non-bargaining unit employee of an active Employer, a regular officer of an active Employer, or a full-time employee of the Association.

ARTICLE 20

PREVAILING WAGE LAW ENFORCEMENT (PWLE)

20.1. In addition to wage scales listed in Schedule "A" herein, all persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement, who are, or may become signatory to this Agreement agree that the PWLE is in effect and shall pay monthly in accordance with the Trust Agreement, the amount as indicated per compensable hour for the purpose of enforcing the Federal and State Prevailing Wage Laws.

Contributions will be made on the same form as other Trust payments

The bargaining parties agree to designate Three Cents (\$0.03) per hour to go into a Management Trust Fund for the purpose of enforcing existing Federal and State prevailing wage statutes.

The enforcement process will be administered through a Joint Labor/Management Board.

ARTICLE 21

CONTRACT ADMINISTRATION FUND (CAF)

21.1. Effective June 1, 1991, a Contract Administration Fund (CAF) shall be established by

virtue of this agreement and shall continue in full force and effect during the term of this agreement. All employers signatory to this Collective Bargaining Agreement, or who become signatory, or otherwise come under the scope of this agreement, shall contribute the sum of Three Cents (\$0.03) for each hour worked by employees covered under this agreement into said fund. An employer shall not be required to contribute more than a total of One Thousand Dollars (\$1,000.00) in any contract year (i.e. June 1st to May 31st) to the Fund, but amount erroneously paid in excess of said \$1,000.00 yearly maximum shall be deemed to be voluntarily paid without right of refund. Contributions will be made on the same form as other Trust payments.

ARTICLE 22

OREGON-SOUTHWEST WASHINGTON FAIR CONTRACTING FOUNDATION (FCF)

22.1. Effective June 1, 1991, herein, all persons, parties, firms or corporations as listed in Schedule "B" or otherwise coming under the scope of this Agreement who are, or may become signatory to this Agreement, agree to deduct from the net pay after taxes of each employee performing work covered by the terms of this Agreement a sum of Five Cents (\$0.05) for each hour worked and remit same to Oregon-Southwest Washington Fair Contracting Foundation. Contributions will be made on the same form as the Health and Security payments.

The pro-rata costs of such forms, collection and accounting will be paid by the Foundation to the fringe benefit administrator."

ARTICLE 23

AUTHORIZATION

23.1.a. The Association has attached hereto Schedule "B" setting forth the names of its members subscribing to this Agreement at the date of signing this Agreement. The name of any new Contractor subscribing to this Agreement shall be promptly filed by the Association with the Union as a supplement to Schedule "B", and with such filing such new Contractor automatically becomes bound by the terms and conditions of this Agreement.

23.1.b. The Union has attached hereto Schedule "C" setting forth the names of its Local Unions subscribing to this Agreement at the date of signing of this Agreement.

23.2. Short Form Employers - The Union shall file with the Association the names of any employers subscribing to this Agreement directly or on a short form, and such subscribing employers thereupon shall be bound by all of the provisions hereof.

23.3.a. Additional Local Unions affiliated with the Joint Council of Teamsters No. 37,

affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, who may desire to sign this document and become a party thereto, may do so by obtaining written consent of the Union, and executing all copies of this document with proper formality.

ARTICLE 24

SPECIAL JOB AGREEMENTS

24.1. Special job agreements may be negotiated by the parties hereto by mutual consent. A Memorandum of Understanding dated July 7, 1988, is incorporated as a Supplement to this Agreement.

ARTICLE 25

STRIKES AND LOCKOUTS

25.1. It is mutually agreed that except as may be specifically provided otherwise in this Agreement, there will be no strikes, lockouts or cessation of work by either party for the duration of this Agreement until after all steps of Settlement of Disputes and Arbitration, Article 26, have been fully utilized, as provided in this Agreement.

25.2. It shall not be a violation of this Agreement, and shall not be cause of discharge or disciplinary action in the event an employee refuses to enter upon any property of his employer or places of business of any other employer involved in a lawful primary labor dispute, or refuses to go through or work behind any primary picket lines approved by the Joint Council of Teamsters No. 37 including primary picket lines of unions party to this Agreement.

ARTICLE 26

SETTLEMENT OF DISPUTES - ARBITRATION BOARD

26.1. Should any dispute, other than a jurisdictional dispute, arise between the parties during the term of this Agreement, the following procedure shall be followed:

STEP ONE

The individual Contractor and the Local Union Representative shall attempt to settle the dispute on a local basis. In the event that the dispute cannot be satisfactorily adjusted on a local basis, the dispute shall be referred in writing to the authorized representative of the Union and the authorized representative of the appropriate signatory Association for settlement.

Disputes, complaints or grievances must be presented to the Contractor within fifteen (15) days of the alleged incident.

STEP TWO

The authorized representative of the Union or Association shall serve written notice upon the authorized representative of the other party setting forth the basis of the dispute. Should the authorized representatives agree to a settlement, it shall be reduced to writing and signed by both parties whereupon it shall become final and binding upon all parties.

STEP THREE

Should the authorized representatives of the Association and the Union fail to effect a settlement within three (3) days after written notification of the dispute (Saturdays, Sundays and Holidays excluded), said dispute shall be referred to a committee of four (4), two (2) representatives to be appointed by each party. (Such representatives must be appointed and the other party notified within forty-eight (48) hours after the matter is referred to the committee.) The committee shall meet no later than forty-eight (48) hours after such appointment to consider and determine the dispute. Should the committee agree to a settlement, it shall within forty-eight (48) hours notify the parties involved in writing to comply with their findings, which shall be final and binding on both parties.

STEP FOUR

Should the committee fail to effect a settlement within three (3) days after referral to the committee (Saturdays, Sundays and Holidays excluded), the committee shall select a third party to act as arbitrator. In the event the committee is unable to agree upon the selection of a third party within forty-eight (48) hours thereafter, the office of the Federal Mediation and Conciliation Service or American Arbitration Association will be requested jointly by all members of the committee to submit a list of five proposed arbitrators. The employer representatives and the Union representatives shall each alternately strike from this list one name at a time until only one name remains on the list. The name of the arbitrator remaining on the list shall be accepted by all parties. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator's decision may provide for retroactivity not to exceed sixty (60) calendar days from the date of the earliest written filing of the complaint. Neither the committee nor the arbitrator shall handle negotiations for a new agreement, or make changes in wage scales, hours of work or working conditions. The cost of the arbitrator shall be borne equally by the parties.

26.2. Should the parties involved fail to comply with the findings and rulings of the representatives reached under Step One or Step Two, or the committee under Step Three, or the arbitrator under Step Four within three (3) days of the receipt of written notification of such rulings, then all means of settlement shall be considered exhausted. Also if either party fails to comply with any of the time limits established herein for appointment or meeting of the committee, or the appointment of an arbitrator, then all means of settlement shall be considered exhausted. In either case, either party may then take such legal or economic action as it deems necessary and such shall not be considered a violation of this Agreement. The provision for economic action shall not be applied with respect to the enforcement of the provisions of Article 4 (Subcontractors) of this Agreement. Any time limits provided herein may be extended by mutual agreement.

26.3. SETTLEMENT OF DISPUTES - "Short Form" Employers.

Should any dispute, other than a jurisdictional dispute, arise between the Union and another employer who is signatory to a "short form agreement" wherein such Employer and the Union have agreed to be bound by the terms of this Agreement, the following procedure shall be followed:

STEP ONE

Such Employer and the Local Union representative shall attempt to settle the dispute on a local basis. In the event the dispute cannot be satisfactorily adjusted on a local basis, the dispute shall be referred in writing to the authorized representative of the Union and the authorized representative of such Employer.

No dispute, complaint or grievance shall be recognized unless called to the attention of the employer in writing within fifteen (15) days after knowledge the alleged violation was committed.

STEP TWO

Such authorized representative of the Union and the Employer shall meet and attempt to settle the dispute. Should the authorized representative agree to a settlement, it shall be reduced to writing and signed by both parties whereupon it shall become final and binding upon all parties.

STEP THREE

Should such authorized representatives of the Union and the Employer fail to effect a settlement within three (3) days after the dispute has been referred to them, either party may thereafter refer the matter to binding arbitration and if the parties are unable to select, by mutual agreement, an arbitrator within forty-eight (48) hours either party may request the Federal Mediation and Conciliation Service or American Arbitration Service to submit a list of five (5) proposed arbitrators. The representative of the Employer and the representative of the Union shall each alternately strike from the list one name at a time until only one name remains on the list and the remaining name shall be the arbitrator. If the parties are unable to agree, the arbitrator shall have power to set the time and place for the arbitration hearing. The hearing will be conducted expeditiously and the arbitrator shall be required to render a decision not later than twenty-four (24) hours following the close of the hearing. All evidence and briefs must be submitted at the hearing. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator's decision may provide for retroactivity not to exceed sixty (60) calendar days from the date of the earliest written filing of the complaint. The arbitrator shall not handle negotiations for a new agreement, or make changes in wage scales, hours of work or working conditions. The cost of the arbitrator shall be borne equally by the parties. Should either party fail to comply with the decision of the arbitrator, the other party shall be free notwithstanding any other provision of this Agreement to take legal or economic action unless such dispute involves a violation of Article 4 of this Agreement.

ARTICLE 27

JURISDICTIONAL DISPUTES

- 27.1.** Employers shall make all work assignments as follows:
- 27.1.a.** In accordance with the terms of an existing Labor Agreement providing for such work.
- 27.1.b.** In accordance with the terms of any International and/or Local Agreements and/or Memorandum of Understandings between the signatory Union and any other Union.
- 27.1.c.** In accordance with the area practices of local building trades.
- 27.2.** If the Employer has complied with the provisions of Section 27.1 and receives written notification of two (2) or more Unions contesting the work assignment, the Employer shall maintain its work assignment until the dispute has been resolved in accordance with the following procedure:
- 27.2.a.** Contesting Unions and the Contractor shall attempt to resolve disputes. If unable to resolve said dispute within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;
- 27.2.b.** The parties to this Agreement shall meet for the purpose of resolving the dispute. If unable to resolve said dispute within forty-eight (48) hours (Saturday, Sunday and Holidays excluded) then;
- 27.2.c.** The parties to this Agreement shall have exhausted their internal remedies and may then seek resolution through the NLRB and/or the courts. No legal action may be initiated before such internal remedies are exhausted.
- 27.3.** The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes. Failure to follow the above procedures shall be a breach of contract.

ARTICLE 28

UNION ADMISSION TO JOB

- 28.1.** The authorized representative of the Union signatory to this Agreement shall have the right to solicit membership, collect dues, investigate conditions existing on the job at any time, upon first reporting at the office or to the job superintendent, or Contractor's representative, if possible, and presenting properly certified credentials signed by the Secretary-Treasurer of the Joint Council of Teamsters No. 37, or the Secretary of the Local Union.
- 28.2.** Should the Contractor refuse the authorized representative of the Union admission to

the job at any time, the Union is free with concurrence of Joint Council Representatives to take any economic action against such Contractor as it deems necessary and such action shall not be considered a violation of this Agreement.

28.3. On projects which are under security regulations the Contractor will cooperate with the Union officials in this regard as far as regulations permit. Contractor will notify the Local Union representative of all equipment being utilized on such projects and provide the representative with the names of all employees working within the jurisdiction of this Agreement on the project.

28.4. The Union shall notify the Contractor in writing of all stewards on the job or jobs. Job stewards have no authority to take any action interrupting the Employer's business. The Employer in so recognizing such limitation shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized action, slow down or work stoppage in violation of this Agreement. A steward cannot be removed from his/her job for legitimate union activities. The Employer shall give the Union one (1) full working day's notice before lay-off or termination.

If the Local Union so elects and notifies the Employer in writing at the start of the project, the job Steward shall be retained as long as the Employer is performing work covered by this Agreement provided that he/she is qualified to perform the available work.

ARTICLE 29

OPERATING CONDITIONS

29.1. All parties to this Agreement pledge to use their best efforts to improve utilization of manpower in the construction industry. To insure good utilization, every employee on the job should be productively engaged in work for their full time on the job. Toward this end, the parties to this Agreement have established a Labor Management Board, as provided for in the addendum of this Agreement.

29.2.a. When the Contractor requires that equipment is to be operated on production work before the shift starts or after it ends, or on Saturdays, Sundays or Holidays, such overtime work will be first offered to the crew members who have operated this same equipment on the straight time shift during the regular work week. If crew members who operated this same equipment on the straight time shift during the regular workweek are available and bypassed, they shall be paid for time equipment is worked.

29.2.b. The provisions of this section shall not apply to persons who have been on the payroll less than one week.

29.3. In case an employee is assigned to work of a higher classification during the working day, the employee shall be paid the higher wage rate for the day involved.

29.4. No employee covered by this Agreement shall be discharged without cause or be discriminated against. Any conduct committed more than eighteen (18) months prior to the discharge may not be used as evidence of cause for discharge.

29.5. When a piece of Teamster-operated equipment requires an assistant to operate said piece of equipment; such Teamster assistant shall be employed subject to the terms and conditions of this Agreement.

29.6. No employee working under this Agreement shall be required to perform any work outside of the employee's craft jurisdiction. However, it is the intent of the parties to this Agreement that Teamster employees be productively engaged in work.

29.7.a. When a Contractor is performing the fueling, cleaning, lubricating, tire and battery services of Teamster-operated equipment, the work shall be done by workers employed pursuant to this Agreement. Other services necessary in the maintenance and repair of such equipment shall be done by workers covered by this Agreement, subject to the provisions of Section 29.7.b.

29.7.b. The repair or adjustment of any equipment or machinery, either pursuant to the terms of a guarantee by the manufacturer's agent, or requiring the skills of specialty technicians, modification experts, or electrical or electronics service specialists, will not be subject to this Agreement and the Union will not interfere with such exempted work.

29.8. When rigging and signaling are required in connection with work performed by Teamsters, such rigging and signaling will be done by employees covered by this Agreement.

29.9. Driving of pilot cars shall be done by members of the Teamsters craft under the terms and conditions of this Agreement.

ARTICLE 30

HEALTH AND SAFETY

30.1. The Contractor and the employees shall comply with all applicable federal and state laws and OSHA governing safety. The Union shall cooperate with the Contractor in the carrying out of all such Contractor's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement. The safety and health standards of applicable state and federal laws are

minimum standards and are not intended to imply the Union objects to the establishment and imposition by the Contractor of additional or more stringent rules to protect the health and safety of the employees. It shall be the exclusive right and responsibility of the Contractor to insure compliance with safety and health standards and rules.

30.2.a. Labor and Management agree that it is in the best interests of all to promote an alcohol and drug-free working environment and pledge both to work within their own areas of influence and to cooperate to that end.

30.2.b. The Employer has the right to screen employees for alcohol and drugs as a condition of employment, as long as the above is in compliance with state and federal laws. Drug and Alcohol Testing is permitted under the conditions as outlined in Section 30.2.d. of this Article.

30.2.c. All testing will be paid for by the Employer. If test results are negative, the Employee will be paid his scheduled hourly wage rate and fringes for the time required to take the test.

30.2.d. The AGC-5-Craft Drug and Alcohol Policy dated January 30, 1990 and amended April 17, 1990 and any mutually agreed upon successor is incorporated by reference as a part of this agreement.

ARTICLE 31

MISCELLANEOUS

31.1. When equipment is altered or side boards or other apparatus are added to a piece of equipment for the purpose of increasing struck carrying capacity, the rate applicable to the increased struck carrying capacity shall be paid. (Manufacturer's rating and formula for computing struck "Capacity" will be used.) If a dispute arises as to the struck carrying capacity, it shall be determined by a recognized engineering firm. Cost for same to be borne by loser of dispute.

31.2. Teamsters operating equipment underground will receive twenty-five cents (\$0.25) per hour over the appropriate wage rates in Schedule "A". A "Tunnel" shall be defined as a subterranean excavation, lined or unlined, which because of its length necessitates an employee or employees working underground for a distance of ten feet or more. On all work classified as "tunnel," the tunnel classifications and rates shall apply to the entire length of the tunnel from portal to portal.

31.3. Oil distributor drivers and levermen shall be furnished gloves and rubber aprons by the contractor.

ARTICLE 32

FOREMEN AND/OR TRUCK DISPATCHERS

32.1.a. The foreman and/or truck dispatcher shall be paid seventy-five cents (\$0.75) per hour above the highest paid classification under the foreman's supervision. On projects where teamster equipment is used, the Employer shall have a Teamster employee as a foreman who may be a working or nonworking foreman, as specified below.

32.1.b. When in the Employer's opinion, or mutually agreed to at a pre-job conference, the project is sufficient to require the services of a truck foreman or truck dispatcher, such foreman or dispatcher shall be or become a member of the Teamsters Union and shall be employed under the terms and conditions of this Agreement. Under no circumstances, unless mutually agreed to at the pre-job conference, shall an Employer utilize more than ten (10) pieces of Teamster equipment classified in Schedule "A" of this Agreement without designating a Teamster foreman. An additional Teamster foreman shall be designated when twenty (20) or more pieces of teamster-classified equipment are utilized.

32.1.c. Foreman Supervisory Skills. The Association, the Union, and the respective training affiliates agree to commence efforts on Journeyman upgrade training programs, which focus on Foremen's supervisory skills and responsibilities. An increased Foreman's Premium of Thirty-Five cents (\$0.35) will be provided for individuals who successfully complete a jointly agreed upon annual Foreman's Training Curriculum, and, when the individual is assigned as a Foreman by his/her employer.

ARTICLE 33

SAVING CLAUSE

33. Should any part or any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions hereof; provided, however, upon such invalidation, the parties agree to meet without delay and negotiate such part or provision affected. The remaining parts or provisions shall remain in full force and effect. If the parties are unable to negotiate such change or classification, within thirty (30) days (unless extended by mutual consent), either party may, after three (3) days written notice to the other, submit the matter to Arbitration under Step Four, of Article 26.

The above paragraph shall apply in the event of relevant actions by Financial Accounting Standards Board (FASB).

ARTICLE 34

ADOPTION OF AGREEMENT

34.1. The signatory parties adopt as a part of this Agreement any attached Addendums or Supplements negotiated between the Joint Council of Teamsters No. 37 and Oregon-Columbia Chapter, Associated General Contractors of America, Inc.

ARTICLE 35

HAZARDOUS WASTE AGREEMENT

35.1. The Hazardous Waste Removal Agreement dated December 1, 1990, shall be considered as an addendum to this agreement and all terms and conditions of the Master Labor Agreement are, by reference, incorporated into and become a part of the Hazardous Waste Removal Agreement.

Anyone signatory to this agreement may exclude the Hazardous Waste Removal Agreement from the terms of this agreement by providing written notice to the Union within ten (10) days of the execution of this agreement or its effective date, whichever is later.

ARTICLE 36

GUARANTEE OF AUTHORITY

36.1. The individuals signing this Agreement in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent.

In witness whereof, this Agreement has been executed by the parties hereto and ratified and accepted by the Oregon-Columbia Chapter, The Associated General Contractors of America, Inc., for themselves and on behalf of the members of the above organization whose names are set forth in Schedule "B" or any supplements thereto, and by the Joint Council of Teamsters No. 37, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, for

themselves and on behalf of their respective signatory local unions as set forth in Schedule "C" or any supplements thereto, on this 31st day of January, 2003, and for the period June 1, 2002 through May 31, 2007.

FOR THE ASSOCIATION

Oregon Columbia Chapter
The Associated General Contractors of America, Inc.

By: [Signature]
Robert Schommer, Chair
Collective Bargaining Committee

By: [Signature]
James M. Wright, Chair
Teamster Negotiating Committee

By: [Signature]
Craig Honeyman, Executive Director

FOR THE UNION

Joint Council of Teamsters, No. 37
affiliated with the International Brotherhood of Teamsters, Chauffeurs,
Warehousemen & Helpers of America

By: [Signature]
Darel Aker, President

By: [Signature]
Lynn Lehrbach, Representative

By: [Signature]
Roger Neidermeyer, Secretary Treasurer
Local 162, Portland, OR

By: [Signature]
Darel Aker, Secretary-Treasurer
Local 324, Salem, OR

By: [Signature]
Diana Franken, Secretary-Treasurer
Local 670, Salem, OR

By: [Signature]
Jerry Stuart, Secretary-Treasurer
Local 962, Medford, OR

By: [Signature]
Thomas Leedham, Secretary/Treas.
Local 206, Springfield, OR

By: [Signature]
John Silva, Secretary/Treas.
Local 58, Vancouver, WA

SCHEDULE A
Wage Scale Effective June 1, 2002

BUILDING AND HIGHWAY AND HEAVY CONSTRUCTION WORK

Territory: This Agreement shall cover the entire State of Oregon and the following area in the State of Washington: The counties of Klickitat, Skamania, Clark, Cowlitz, Wahkiakum and that portion of Pacific County south of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean.

Effective Date: This Agreement shall become effective June 1, 2002 and shall expire on May 31, 2007.

Overtime Rates: Daily and Saturday – Time and One-Half (1-1/2x)
Sunday and Holidays – Double Time (2.0x)

Health and Welfare: (See Article 15, Section 15.1.) –, Three Dollars and Thirty-Four Cents (\$3.34) per compensable hour.

Pension: (See Article 16, Section 16.1.) –, Five Dollars and Three Cents (\$5.03) per compensable hour.

Vacation Fund: - (See Article 17, Section 17.1) –, One Dollar and Five Cents (\$1.05) per compensable hour.

Training: (See Article 18) – Contribution to the Teamster Training Fund shall be suspended until such time Training Trustees have approved a Training Plan and Training activities have resumed. The Training Fund contribution will resume sixty (60) calendar days after notification that the above conditions have occurred. At such time the contribution shall resume at the rate of Eight Cents (\$0.08) per compensable hour.

Prevailing Wage Law Enforcement (PWLE): (See Article 20) –, Three Cents (\$0.03) per compensable hour.

Contract Administration Fund (CAF): (See Article 21) –, Three Cents (\$0.03) per compensable hour.

DEDUCTIONS: - from net pay after taxes

Oregon-Southwest Washington Fair Contracting Foundation (FCF) – (See Article 22) –, Five Cents (\$0.05) per compensable hour will be deducted from net pay after taxes.

Travel – Transportation – Camp Requirements: See Article 12, and Zone Pay differential provisions in Schedule A for details.

ZONE PAY DIFFERENTIAL

1. The parties to the Agreement recognize that because of remoteness of area and other reasons, there is a great inequity between the living expenses of an employee in the major metropolitan areas and those of an employee working in the remote areas within the large geographical area of this Agreement, and therefore, adopt the following provisions for wage scales.

For the Following Cities:

Albany	Grants Pass	Oregon City
Astoria	Hermiston	Ontario
Baker	Hood River	Pendleton
Bend	Klamath Falls	Portland
Bingen	LaGrande	Port Orford
Brookings	Lakeview	Reedsport
Burns	Longview	Roseburg
Coos Bay	Madras	Salem
Corvallis	Medford	The Dalles
Eugene	McMinnville	Tillamook
Goldendale	Newport	Vancouver

a. All jobs or projects **located within thirty (30) miles** of the respective city hall of the above mentioned cities shall receive the basic rate of pay for all classifications (Zone A) as listed in Schedule "A".

b. All jobs or projects **located more than thirty (30) miles and less than forty (40) miles** of the respective city hall of the above mentioned cities shall receive Zone "B" allowance. The basic rate of pay shall be increased by sixty-five cents (\$0.65) per hour.

c. All jobs or projects **located more than forty (40) miles and less than fifty (50) miles** of the respective city hall of the above mentioned cities shall receive Zone "C" allowance. The basic rate of pay shall be increased by one dollar and fifteen cents (\$1.15) per hour.

d. All jobs or projects **located more than fifty (50) miles and less than (80) miles** of the respective city hall of the above mentioned cities shall receive Zone "D" allowance. The basic rate of pay shall be increased by one dollar and seventy cents (\$1.70) per hour.

e. All jobs or projects **located more than eighty (80) miles** of the respective city hall of the above-mentioned cities shall receive Zone "E" allowance. The basic rate of pay shall be increased by two dollars and seventy-five cents (\$2.75) per hour.

Note: When **suitable arrangements** for daily transportation of an employee are made by the Employer, at no cost to the employee and the employee utilizes this opportunity, **no zone pay shall be paid.**

2. It is agreed that for the purpose of determining the proper wage scale under this Agreement:

a. All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible) and shall proceed by the normal route (shortest time – best road) to the geographical center on highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located shall be considered the center of the project (end of measurement).

b. All related jobs or projects (such as a crusher's location) shall, for the purpose of determining the proper pay zone rates, be considered as a part of the prime job, with the exception of jetties which, for the purpose of this agreement, will have separate locations and may, therefore, have a different pay zone for the quarry and jetty sites.

3. The Employer agrees to **pay toll fees on bridges and ferries** provided the employees shall furnish receipt for the same. Receipts shall be turned in weekly. (Note: See Article 13, Section 13.2.)

4. **Job Site Transportation** – Whenever, because of the remoteness of parking area, hazardous road conditions, or security restrictions, the Employer is required to furnish transportation for employees with the job site to the place of their work and such transportation is furnished to the employee without cost, the equipment shall include seats and protection from the elements. Definite pickup and discharge points shall be determined. The time to leave from pickup point to work site shall not exceed thirty (30) minutes prior to start of the shift. If there is more than thirty (30) minutes of time consumed from work site at the end of the shift to the point of pickup, the employee shall be paid at his regular wage rate for full round-trip time spent in job site travel from the pickup point to work site and from work site to pickup point shall be approximately equal in time consumed, and it is also the intent that the employee will be required to be at the pickup point only in sufficient time to reach work site at his regularly established starting time. The project management and the Union will meet to establish any special conditions surrounding such man haul operations. If such job site negotiations fail, the procedure for the Settlement of Disputes, as set forth in this Agreement shall prevail. All such equipment shall be operated by Teamsters under this Agreement.

5. It is understood and agreed for purposes of this Agreement that all operations out of a fixed location are considered as one job.

6. **No travel time, transportation reimbursements or subsistence is payable under this Agreement except as provided elsewhere in this Agreement (Article 13) covering the movement of equipment and deadheading.**

TEAMSTERS – NEW CONSTRUCTION
BASE WAGE RATES
Effective June 1, 2002 – May 31, 2003

Group	Zone A	Zone B (\$0.65)	Zone C (\$1.15)	Zone D (\$1.70)	Zone E (\$2.75)
1	22.60	23.25	23.75	24.30	25.35
2	22.72	23.37	23.87	24.42	25.47
3	22.85	23.50	24.00	24.55	25.60
4	23.11	23.76	24.26	24.81	25.86
5	23.33	23.98	24.48	25.03	26.08
6	23.49	24.14	24.64	25.19	26.24
7	23.69	24.34	24.84	25.39	26.44

Foreman and/or Truck Dispatcher Premium:

Seventy-Five Cents (\$0.75) per hour above the highest paid Teamster classification under his supervision (See Article 32).

Accredited Foreman Premium, an additional Thirty-Five Cents (\$0.35).

FRINGE BENEFITS

Health and Welfare:	\$ 3.34
Pension (Defined Benefit: \$4.06 PEER (82) + \$0.47)	5.03
* Vacation	1.05
** Training	0.08
Prevailing Wage Law Enforcement (PWLE)	0.03
Contract Administration Fund (CAF)	0.03
Deduction from net pay after taxes:	
Fair Contracting Foundation (FCF)	0.05

NOTES:

* Added to hourly base wage, taxed and then deducted for trust contribution, but is not computed on base wage for overtime calculation.

** Contribution to Teamster Training Fund shall be suspended until such time as the Training Trustees have approved a Training Plan and Training activities have resumed. The Training Fund contribution will resume 60 days after notification that the above conditions have occurred. At such time the contribution shall resume at the rate of Eight Cents (\$0.08) per compensable hour.

- **Effective June 1, 2003:** \$0.55 to Wage and Fringe Benefits, with distribution by mutual agreement.
- Effective June 1, 2004:** \$1.00 to Wage and Fringe Benefits, with distribution by mutual agreement.
- Effective June 1, 2005:** Wage and Fringe Benefit Opener, with distribution by mutual agreement.
- Effective June 1, 2006:** Wage and Fringe Benefit Opener, with distribution by mutual agreement.

GROUP 1

- A-Frame or Hydra-lift Truck w/load bearing surface
- Articulated Dump Truck
- Battery Rebuilder
- Bus or Man-Haul Driver
- Concrete Buggies (Power Operated)
- Concrete Pump Truck
- Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof: Up to and including 10 cubic yards
- Lift Jitneys, Fork Lifts – all sizes- used in loading, unloading and transporting material on job site
- Loader and/or Leverman on Concrete Dry Batch Plant, manually operated
- Lubrication Man, Fuel Truck Driver, Driver, Tiremen, Wash Rack, Steam Cleaner or combination
- Pickup Truck
- Pilot Car
- Slurry Truck Driver or Leverman
- Solo Flat Bed and Miscellaneous Body Truck – 0-10 tons
- Team Drivers
- Tireman, Full-time basis
- Transit Mix and Wet or Dry Mix Trucks: 5 cubic yards and under
- Truck Helper
- Truck Mechanic Helper
- Warehouseman (warehouse parts, tool men, and parts chaser, Checkers and Receivers)
- Water Wagons (rated capacity) up to 3,000 gallons

GROUP 4

- Asphalt Burner
- Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains

GROUP 2

- Boon Truck/Hydra-life or Retracting Crane
- Challenger
- Dumpsters or similar equipment – all sizes
- Dump Trucks/Articulated Dumps 6 cu to 10 cu
- Flaherty Spreader Driver or Leverman
- Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials
- Lumber Carrier, Driver Straddle Carrier-used in loading, unloading and transportation of material on job site
- Oil Distributor Driver or Leverman
- Transit Mix and Wet or Dry Mix Trucks: Over 5 cubic yards and including 7 cubic yards
- Vacuum Trucks
- Water Wagon (rated capacity) 3,000 to 5,000 gallons.

GROUP 3

- Ammonia Nitrate Distributor Driver
- Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof: Over 10 cubic yards and including 30 cubic yards includes Articulated Dump Trucks
- Self-Propelled Street Sweeper
- Transit Mix and Wet or Dry Mix Trucks: Over 7 cubic yards and including 11 cubic yards
- Truck Mechanic-Welder-Body Repairman
- Utility and Clean-up Truck
- Water Wagons (rated capacity) 5,000 to 10,000 gallons

GROUP 5

- Composite Crewman
- Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains

- or combinations thereof: Over 30 cubic yards and including 50 cubic yards includes Articulated Dump Trucks
- Fire Guard
- Transit Mix and Wet or Dry Mix Trucks: Over 11 cubic yards and including 15 cubic yards
- Water Wagons (rated capacity) 10,000 to 15,000 gallons

or combinations thereof: Over 50 cubic yards and including 60 cubic yards, includes Articulated Dump Trucks

GROUP 6

- Bulk Cement Spreader w/o Auger
- Dry Pre-Batch Concrete Mix Trucks
- Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof: Over 60 cubic yards and including 80 cubic yards, includes Articulated Dump Trucks
- Skid Truck

GROUP 7

- Articulated Dump Trucks
- Dump Trucks, Side, End and Bottom Dumps, including Semi-Trucks and trains or combinations thereof: Over 80 cubic yards and including 100 cubic yards, includes Articulated Dump Trucks
- Industrial Lift Truck (mechanical tailgate)

Special Notes:

Drivers and Helpers handling sacked concrete – add fifteen cents (\$0.15) per hour
Winch Truck-takes classifications of truck on which winch is mounted

Foreman Premiums: (See Article 32 for details)

Foreman and/or truck dispatchers – seventy-five cents (\$0.75) per hour above the highest paid Teamster classification under his supervision.

Foreman Training

An increased Foreman's Premium of thirty-five cents (\$0.35) will be provided for:

Individuals who successfully complete a jointly agreed upon **annual** Foreman's Training Curriculum and;

When the individual is assigned as a Foreman by his/her supervisor.

TRAINEES

Teamster Trainees: The number of trainees shall not exceed a ratio of one trainee to the first one fully trained driver in full employment on the job, in order to assure adequate training and supervision. Additional trainees are authorized at a rate of one to ten fully trained drivers.

Wage Schedule for new trainees after June 1, 1993:

For first 200 hours worked: Trainee receives 60% of gross package for classification worked in.

200-400 hours worked: Trainee receives 70% of gross package for classification worked in.

400-600 hours worked: Trainee receives 80% of gross package for classification worked in.

600 – 1,000 hours worked: Trainee receives 90% of gross package for classification worked in.

NOTE: When a Teamster Trainee is used in any of the Supplemental (Addendum) Agreements, the Trainee shall receive the Teamster employee wage scale in that Supplemental (Addendum) Agreement.

Method of Computation for Trainees: The method of computation for Teamster trainees' base wage is journeyman gross package times apprentice trainee percentage rate minus Vacation, Health and Welfare, Pension equals base wage of Teamster trainee.

PUBLIC WORKS PROJECT DAVIS BACON ACT AND RELATED STATUTES (ORS 279.348 to 279.361)

A. In the event an individual Contractor 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 predetermined and/or prevailing wage rate established or established by the Secretary of the US Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1,3,5, and 7, and which determinations are published in the Federal Register), or by the Commissioner of the Oregon Bureau of Labor and Industries (BOLI) (pursuant to ORS 279.348 to 279.361), or by the Director of the Washington Department of Labor and Industries (L&I) (pursuant to RCW 39.12.010 to RCW 39.12.900), **the predetermined wage and fringe rate shall apply for 24 months from date award of bid with the exception of health & welfare fringe payments noted in paragraph B.** The total determined package may be reallocated between wages and fringes to reflect the current fringe rates in the IBT Master Labor Agreement.

B. The Health & Welfare contribution rate can be increased to a maximum additional Fifty Cents (\$0.50) during the life of a project worked under the terms of this Public Works Provision. Increases will be only for maintenance of benefits.

C. In the event a Contractor utilizes this Article on a job or project, whose duration is longer than the duration of this agreement, the Contractor shall enter into a Project Agreement for the duration of the job or project but not to **exceed 24 months after the termination of this labor agreement**. The Project Agreement shall incorporate the terms and conditions of this Agreement.

SCHEDULE C

Local Unions Signatory to the 2002-2007 AGC-Teamsters Master Labor Agreement

JOINT COUNCIL OF TEAMSTERS NO. 37

Affiliated with

The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers

Joint Council of Teamsters No. 37

1872 NE 162nd Avenue
Portland, OR 97230
503-251-2337

General Teamsters – Lane, Coos, Curry, and NW Douglas; Teamsters, Warehousemen, Convention, Trade Show and Hotel Workers

Local Union No. 206
711 Shelley Street
Springfield, OR 97477
541-746-6500

3427 Ash Street
North Bend, OR 97459
541-756-2559

General Teamsters, Auto Truck Drivers and Helpers

Local Union No. 162
1850 NE 162nd Avenue
Portland, OR 97230
503-257-0162

Chauffeurs, Teamsters and Helpers

Local Union No. 58
Main Office
2212 NE Andresen Road
Vancouver, WA 98661
360-693-5841

811 Washington Way
Longview, WA 98632
360-423-5700

934 Duane Street
Astoria, OR 97103
541-325-2561

General Teamsters, Salem, Albany, Corvallis, Lebanon, Newport, McMinnville, and Vicinity, Oregon

Local Union No. 324
2686 Portland Road NE
Salem, OR 97303
503-378-1421

**Teamsters Food Processors, Chauffeurs,
Warehousemen and Helpers; Hood River,
Wasco, Sherman, Gilliam, Morrow, Umatilla,
Wallowa, Union, Baker, Malheur and the
Northern Half of Wheeler Counties of the
State of Oregon; Food Processing Jurisdiction
in the State of Oregon, except Multnomah,
Washington, and Clackamas Counties and in
the State of Idaho, North and West of Boise.**

Local Union No. 670

PO Box 3048

Salem, OR 97302

503-378-1444

1015 E. Cleveland Blvd.

Caldwell, ID 83605

208-454-8205

PO Box 65

Hood River, OR 97031

541-386-2213

PO Box 580

Ontario, OR 97914

541-889-8851

Trust Fund Administrator

William C. Earhart Co., Inc.

PO Box 4148

Portland, OR 97208

503-282-5581

800-547-1314 – Nat. Watts

503-284-9386 – FAX

Offices:

3140 NE Broadway, Portland, OR

Chauffeurs, Teamsters, Warehousemen and Helpers

Local Union No. 962

4480 Rogue Valley Hwy, Suite 10

Central Point, OR 97502

541-664-4261

PO Box 1779

Klamath Falls, OR 97601

541-882-5511