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SECTION 1 – PARTIES TO AGREEMENT:

- A. THIS AGREEMENT ENTERED INTO THIS 12TH DAY OF JUNE, 2004, BY AND BETWEEN SIGNATORY MEMBERS OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC. (HEREINAFTER REFERRED TO AS THE EMPLOYERS), AND THE BUILDING MATERIAL, CONSTRUCTION, INDUSTRIAL, PROFESSIONAL AND TECHNICAL TEAMSTERS LOCAL UNION NO. 36, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO.
- B. DEFINITIONS:
1. ASSOCIATION MEANS THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC. THE EMPLOYERS AND THE UNION RECOGNIZE AND AGREE THAT THE ASSOCIATION IS THE ADMINISTRATIVE REPRESENTATIVE OF THE EMPLOYERS, AND THEIR ASSOCIATION HAS NO SIGNATORY STATUS BY THE TERMS OF THIS AGREEMENT OR OTHERWISE.
 2. EMPLOYEE(S) OR WORKER(S) MEANS THE EMPLOYED PERSON OR PERSONS PERFORMING WORK COVERED BY THIS AGREEMENT WITHIN THE RECOGNIZED WORK JURISDICTION OF THE UNION AS DEFINED IN THIS AGREEMENT.
 3. SUBCONTRACTORS MEANS ANY PERSON, FIRM OR CORPORATION WHO CONTRACTS WITH THE EMPLOYER TO PERFORM ANY JOBSITE CONSTRUCTION WORK, AS DEFINED BY THIS AGREEMENT, INCLUDING THE OPERATION OF EQUIPMENT, PERFORMANCE OF LABOR AND THE FURNISHING AND INSTALLATION OF MATERIALS.
- C. IT IS THE DESIRE OF THE PARTIES TO ESTABLISH RATES OF PAY, HOURS OF EMPLOYMENT AND WORKING CONDITIONS WHICH SHALL BE APPLICABLE TO THESE WORKERS IN THE PERFORMANCE OF THE WORK, AS HEREINAFTER DEFINED IN THIS AGREEMENT.
- D. THE PURPOSE OF THIS AGREEMENT IS TO ENSURE THAT ALL CONSTRUCTION WORK PERFORMED BY THE EMPLOYEE SHALL PROCEED CONTINUOUSLY AND WITHOUT INTERRUPTION IN AN EFFICIENT AND ECONOMIC MANNER TO SECURE OPTIMUM PRODUCTIVITY, AND TO FACILITATE THE ORDERLY PERFORMANCE OF THE WORK BY IMPROVING EFFICIENCY AND ELIMINATING WORK STOPPAGES, SLOWDOWNS, POOR WORK PRACTICES, AND OTHER INTERFERENCES WITH THE PROGRESS OF THE WORK.



SECTION 2 – TERM–TERMINATION AND RENEWAL:

- A. THIS AGREEMENT SHALL BECOME EFFECTIVE ON JUNE 12, 2004, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 30, 2007, AND FROM YEAR TO YEAR THEREAFTER, UNLESS EITHER PARTY HAS GIVEN SIXTY (60) DAYS WRITTEN NOTICE TO THE OTHER PARTY PRIOR TO JUNE 30, 2007, OR JUNE 30 OF ANY SUBSEQUENT YEAR, OF ITS INTENTION TO AMEND, MODIFY OR TERMINATE.

- B. WHILE THIS AGREEMENT CONTINUES IN EFFECT, NEITHER PARTY WILL MAKE DEMANDS UPON THE OTHER PARTY FOR ANY CHANGES IN CONDITIONS OR BENEFITS, OR FOR ANY NEW OR ADDITIONAL CONDITIONS OR BENEFITS.

SECTION 3 – AREA COVERED:

THE AREA COVERED BY THIS AGREEMENT SHALL BE SAN DIEGO COUNTY, CALIFORNIA, AND SAN CLEMENTE ISLAND, CALIFORNIA.

SECTION 4 – WORK COVERED:

- A. WORK COVERED BY THIS AGREEMENT SHALL INCLUDE ALL JOBSITE WORK PERFORMED BY THE EMPLOYER OR ITS SUBCONTRACTOR FOR THE CONSTRUCTION, IN WHOLE OR IN PART, OR THE IMPROVEMENT OR MODIFICATION THEREOF, OF ANY PROJECT OR OTHER WORK AND OPERATIONS WHICH ARE INCIDENTAL THERETO, AND THE ASSEMBLY, OPERATION, MAINTENANCE, AND REPAIR OF ALL EQUIPMENT, VEHICLES, AND OTHER FACILITIES USED IN CONNECTION WITH THE PERFORMANCE OF THE AFOREMENTIONED JOBSITE WORK AND SERVICES.

- B. SO FAR AS IT IS WITHIN THE CONTROL OF THE EMPLOYER, ALL MATERIALS, SUPPLIES AND EQUIPMENT USED ON THE JOB SHALL BE TRANSPORTED TO OR FROM OR ON THE SITE OF THE WORK BY WORKMEN FURNISHED BY THE UNION SIGNATORY HERETO. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO PROHIBIT THE NORMAL DELIVERY OF FREIGHT BY COMMON CARRIER.

- C. THIS AGREEMENT COVERS JOBSITE CONSTRUCTION WORK ONLY. JOBSITE IS DEFINED AS AN AREA WITHIN WHICH CONSTRUCTION WORK IS BEING PERFORMED, THE BOUNDARIES FOR WHICH ARE THE SAME AS THOSE BOUNDARIES DELINEATED IN THE SPECIFICATIONS FOR THE JOB OR PROJECT WHICH MAY INCLUDE SUCH REFERENCES AS RIGHT-OF-WAY, PARCEL, SUBDIVISION MAP, DEDICATED STREET, OR LOT. WHEN TRUCKS ARE BOTH LOADED AND UNLOADED ON THE EMPLOYER'S PROJECT, IT SHALL BE CONSIDERED JOBSITE WORK. IN THE CASE OF SUBDIVISIONS OR PLANNED UNIT DEVELOPMENT WHERE CONSTRUCTION PHASES ARE



STIPULATED BY CONSTRUCTION CONTRACTS, JOBSITE WILL MEAN ONLY THAT AREA COVERED BY PHASES OR UNITS CURRENTLY UNDER CONSTRUCTION AND UNDER THE EMPLOYER'S CONTROL.

- D. WITH RESPECT TO TEAMSTERS, ANY WORK WHICH IS NOT EXCLUSIVELY JOBSITE WORK SHALL BE COVERED BY THIS AGREEMENT, AND SPECIFICALLY SECTION 31 WORKING RULES, PARAGRAPH (Z).

SECTION 5 – RECOGNITION OF EMPLOYER:

THE EMPLOYERS HEREBY RECOGNIZE THE UNION WHO IS SIGNATORY HERETO AS THE SOLE AND EXCLUSIVE BARGAINING REPRESENTATIVES OF ALL EMPLOYEES OF THE EMPLOYERS SIGNATORY HERETO OVER WHOM THE UNION HAS THE WORK JURISDICTION. IT IS UNDERSTOOD THAT THE UNION DOES NOT AT THIS TIME, NOR WILL THEY DURING THE TERMS OF THIS AGREEMENT, CLAIM JURISDICTION OVER THE FOLLOWING CLASSES OF EMPLOYEES:

THE EMPLOYERS, EXECUTIVES, CIVIL ENGINEERS AND THEIR HELPERS, SUPERINTENDENTS, ASSISTANT SUPERINTENDENTS, MASTER MECHANICS, TIMEKEEPERS, MESSENGER BOYS, OFFICE WORKERS, OR ANY EMPLOYEES OF THE EMPLOYER ABOVE THE RANK OF FOREMAN, PROVIDED, HOWEVER, THAT IT SHALL BE IN VIOLATION OF THIS AGREEMENT IF THE EMPLOYER PERFORMS, OR USES ANY OF THESE CLASSES OF EMPLOYEES TO PERFORM, ANY OF THE WORK ORDINARILY PERFORMED BY THE WORKMEN CLASSIFIED HEREIN.

SECTION 6 – OBLIGATIONS OF EMPLOYER:

- A. THIS AGREEMENT IS BINDING UPON THE EMPLOYER REGARDLESS OF WHETHER OR NOT IT CHANGES THE NAME, OR STYLE, OR ADDRESS OF ITS BUSINESS, IF THE EMPLOYER CONTINUES TO PERFORM WORK COVERED UNDER SECTION 4 OF THIS AGREEMENT. AN EMPLOYER SHALL INCLUDE ANY FIRM, PARTNERSHIP, COMPANY, OR CORPORATION, OR OTHER BUSINESS ORGANIZATION, EXCLUDING DEVELOPER, IN WHICH SUCH EMPLOYER HAS A MAJORITY OWNERSHIP INTEREST. THE EMPLOYER SHALL GIVE NOTICE IN WRITING TO THE UNION OF ANY INTENT TO CHANGE THE NAME, STYLE, OR ADDRESS OF ITS BUSINESS, OR TO PERFORM BUSINESS UNDER MORE THAN ONE NAME OR STYLE, OR AT MORE THAN ONE ADDRESS, PRIOR TO THE ADOPTION OF A NEW OR DIFFERENT NAME, STYLE, OR ADDRESS, OR THE ADDITION OF NEW NAMES, OR STYLES, OR ADDRESSES AS SPECIFIED HEREIN.
- B. THE EMPLOYER SHALL CONTINUE TO BE BOUND BY THE TERMS OF THIS AGREEMENT UNDER THE NEW NAME OR METHOD OF OPERATION, INCLUDING A PARTNERSHIP OR CORPORATION IN WHICH IT HAS MAJORITY CONTROL OR INTEREST, UNTIL SUCH TIME AS IT TERMINATES



THE AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2 OF THIS AGREEMENT.

SECTION 7 – EXISTING AND OTHER AGREEMENTS:

- A. ALL EXISTING LABOR AGREEMENTS BETWEEN THE EMPLOYER AND THE UNION FOR WORK COVERED BY THIS AGREEMENT ARE HEREBY CANCELED BY MUTUAL CONSENT.

- B. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EXECUTED WHEN THE PARTIES SIGNING SHALL HAVE AFFIXED THEIR SIGNATURES HERETO. THERE SHALL BE NO RETROACTIVE APPLICATION OF:
 - 1. CHANGES IN WAGES OR EMPLOYEE BENEFITS OF ANY KIND,
 - 2. TRUST FUND OR OTHER CONTRIBUTIONS, OR
 - 3. OBLIGATIONS UPON EMPLOYEES.

- C. IT IS THE DETERMINATION OF THE UNION, UNILATERALLY ARRIVED AT, THAT THE PREVAILING WAGES AND FRINGE BENEFITS ESTABLISHED BY THIS MASTER LABOR AGREEMENT CAN BEST BE MAINTAINED BY INSURING UNIFORM CONDITIONS AND BENEFITS FOR ALL THE WORK IT REPRESENTS IN ITS WORK AND TERRITORIAL JURISDICTION. TO THIS END, THE PARTIES HAVE AGREED THAT IN THE EVENT THE UNION SHALL NEGOTIATE DIFFERENT TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES PERFORMING JOBSITE CONSTRUCTION INDUSTRY WORK IN CLASSIFICATIONS SIMILAR TO THOSE SET FORTH IN THIS AGREEMENT IN THE TERRITORIAL JURISDICTION OF THE UNION, THE ASSOCIATION WILL BE NOTIFIED AND SUCH TERMS AND CONDITIONS SHALL BE MADE AVAILABLE TO THE EMPLOYERS. NO EMPLOYER SIGNATORY TO THIS MASTER LABOR AGREEMENT SHALL BE REQUIRED TO PROVIDE TERMS OR CONDITIONS OF EMPLOYMENT UNDER THIS MASTER LABOR AGREEMENT ANY MORE FAVORABLE THAN SUCH TERMS AND CONDITIONS CONTAINED IN ANY OTHER AGREEMENT CONCERNING JOBSITE CONSTRUCTION WORK IN SAN DIEGO COUNTY, WITH THE SOLE EXCEPTION BEING CONDITIONS UNDER A PROJECT AGREEMENT NEGOTIATED PURSUANT TO SUBPARAGRAPH 2 BELOW.
 - 1. IF AN EMPLOYER SIGNATORY TO THIS AGREEMENT WISHES TO USE A NON-SIGNATORY SUBCONTRACTOR TO PERFORM JOBSITE CONSTRUCTION WORK, THE UNION WILL MAKE AVAILABLE TO THE SUBCONTRACTOR A PROJECT-ONLY AGREEMENT WHICH WILL ADOPT THE TERMS AND CONDITIONS OF THIS MASTER LABOR AGREEMENT, FOR THAT PROJECT ONLY. THE SUBCONTRACTOR SHALL HAVE THE OPTION OF PROVIDING ITS OWN WORKERS TO



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PERFORM WORK COVERED BY THE PROJECT-ONLY AGREEMENT, OR IT MAY REQUEST THE DISPATCH OF EMPLOYEES FROM THE HIRING HALL. ANY SUCH WORKERS COVERED BY THE SUBCONTRACTOR'S PROJECT-ONLY AGREEMENT WILL BE SUBJECT TO THE UNION SECURITY PROVISIONS CONTAINED IN THIS AGREEMENT. SAID SUBCONTRACTOR SHALL NOT BEGIN WORK PRIOR TO THE EXECUTION TO SUCH PROJECT AGREEMENT.

2. IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT WHEN SITUATIONS ARISE THAT REQUIRE SEPARATE SINGLE PROJECT AGREEMENTS COVERING WORK TO BE PERFORMED ON SPECIFIC IDENTIFIED CONSTRUCTION PROJECTS IN THE GEOGRAPHIC AREA COVERED BY THIS AGREEMENT, TO PROTECT THE INTERESTS OF THE EMPLOYERS AND PROMOTE JOBS FOR UNION MEMBERS, SUCH SINGLE PROJECT AGREEMENTS WILL BE NEGOTIATED IN ADVANCE AND THE TERMS AND CONDITIONS OF THESE PROJECT AGREEMENTS WILL BE MADE AVAILABLE TO ALL SIGNATORIES HERETO TO PROTECT THE COMPETITIVE BIDDING PROCESS ON THAT SPECIFIC GEOGRAPHIC JOBSITE LOCATION. ANY RATES OR CONDITIONS NEGOTIATED IN THESE SPECIAL SINGLE PROJECT AGREEMENTS WILL NOT GIVE ANY EMPLOYER SIGNATORY HERETO THE RIGHT TO CLAIM SUCH RATES AND CONDITIONS FOR WORK PERFORMED ON GEOGRAPHIC JOBSITE LOCATIONS, OTHER THAN THAT SPECIFICALLY DEFINED IN THE SPECIAL PROJECT AGREEMENTS.

SECTION 8 – UNION SECURITY:

- A. EMPLOYEES EMPLOYED BY THE EMPLOYER UNDER THIS AGREEMENT FOR A PERIOD OF SEVEN (7) DAYS CONTINUOUSLY OR CUMULATIVELY SHALL ON THE EIGHTH (8TH) DAY BE OBLIGATED TO TENDER THE REGULAR INITIATION FEES AND PAY PERIODIC DUES TO THE UNION AS A CONDITION OF EMPLOYMENT.
- B. THE EMPLOYER SHALL NOT BE REQUIRED TO DISCHARGE ANY EMPLOYEE PURSUANT TO THIS SECTION UNTIL A WRITTEN NOTICE FROM THE UNION OF SUCH EMPLOYEE'S NON-COMPLIANCE, STATING ALL PERTINENT FACTS SHOWING SUCH NON-COMPLIANCE SHALL HAVE BEEN SERVED UPON EMPLOYER.



SECTION 9 – UNION REPRESENTATIVES:

AFTER PRESENTATION OF PROPER IDENTIFICATION, THE EMPLOYER SHALL AFFORD BONA FIDE REPRESENTATIVES OF THE UNION AND A REPRESENTATIVE OF THE SAN DIEGO COUNTY BUILDING CONSTRUCTION TRADES COUNCIL, PROMPT AND FREE ACCESS TO THE JOBSITE DURING CONSTRUCTION FOR THE PURPOSE OF CONDUCTING LEGITIMATE UNION BUSINESS. IF THE EMPLOYER OR HIS REPRESENTATIVE IS PRESENT ON THE JOB, THE UNION REPRESENTATIVE SHALL APPRISE THE EMPLOYER OR HIS REPRESENTATIVE OF HIS PRESENCE. SUCH UNION REPRESENTATIVE SHALL PROVIDE THEIR OWN SECURITY CREDENTIALS, IF REQUIRED. IF THE SECURITY CREDENTIALS ARE INADEQUATE IN ANY RESPECT, ACCESS SHALL BE DENIED. A UNION REPRESENTATIVE MUST COMPLY WITH ALL SAFETY AND HEALTH REGULATIONS AND ESTABLISHED PRACTICES OF THE EMPLOYER. IN NO EVENT SHALL THE REPRESENTATIVES OF THE UNION INTERFERE WITH THE PROGRESS OF THE WORK.

SECTION 10 – STEWARD(S):

- A. THE CRAFT STEWARD SHALL BE A WORKING EMPLOYEE, APPOINTED BY THE UNION, WHO SHALL, IN ADDITION TO HIS WORK AS A JOURNEYMAN, BE PERMITTED TO PERFORM DURING WORKING HOURS SUCH OF HIS UNION DUTIES AS CANNOT BE PERFORMED AT OTHER TIMES. THE UNION SHALL NOTIFY THE EMPLOYER OR HIS REPRESENTATIVE, IN WRITING, AND SEND A COPY TO THE EMPLOYER'S LAST KNOWN ADDRESS, OF THE APPOINTMENT OF EACH STEWARD. CRAFT STEWARD(S) APPOINTMENT SHALL BE DEEMED OFFICIAL UPON RECEIPT OF WRITTEN NOTICE BY THE EMPLOYER OR HIS REPRESENTATIVE. IT IS RECOGNIZED BY THE EMPLOYER THAT THE STEWARD SHALL REMAIN ON THE JOB AS LONG AS THERE IS WORK BEING PERFORMED IN HIS CRAFT IN WHICH HE PERFORMS CAPABLY. THE EMPLOYER SHALL NOT BE REQUIRED TO RETAIN THE STEWARD IN LIEU OF ANY EMPLOYEE WHOSE EMPLOYMENT WITH THE EMPLOYER PRE-DATES THAT OF THE STEWARD. WHERE THE STEWARD IS DISCHARGED FOR REASONS OF EMPLOYMENT TENURE, TWO (2) FULL WORKING DAYS NOTICE IN WRITING WILL BE GIVEN TO THE UNION AND THE UNION MAY APPOINT A NEW STEWARD FROM THE REMAINING EMPLOYEES. THE STEWARD SHALL NOT BE TRANSFERRED FROM ONE JOBSITE TO ANOTHER JOBSITE WITHOUT PRIOR APPROVAL FROM THE UNION.
- B. A STEWARD MAY BE DISCHARGED, WITH IMMEDIATE NOTICE TO THE UNION, FOR DRINKING ON THE JOB, DRUNKENNESS, DRUG ABUSE, DISHONESTY, CAUSING A WORK STOPPAGE, UNAUTHORIZED ABSENCE, OR FOR TELLING ANY WORKMAN OR EMPLOYEE THAT HE MAY NOT WORK ON THE JOB. THE STEWARD MAY BE LAID OFF AT COMPLETION OF THE PROJECT.



- C. WHEN THE UNION RECEIVES NOTICE THE EMPLOYER IS LAYING OFF THE STEWARD, THE UNION BUSINESS REPRESENTATIVE WILL MEET WITH THE EMPLOYER AT THE JOBSITE WITHIN TWENTY-FOUR (24) HOURS TO INVESTIGATE THE CIRCUMSTANCES OF THE LAYOFF AND RECEIVE WRITTEN NOTICE FROM THE EMPLOYER CONFIRMING THE LAYOFF. IF THE UNION BUSINESS REPRESENTATIVE FINDS THE LAYOFF IS CONTRARY TO PARAGRAPH "A" OR PARAGRAPH "B" ABOVE, THE PROBLEM SHALL BE REFERRED TO A COMMITTEE OF THREE: ONE (1) UNION REPRESENTATIVE AND ONE (1) EMPLOYER REPRESENTATIVE, AND A THIRD SELECTED BY THE FIRST TWO (2) REPRESENTATIVES. THIS COMMITTEE SHALL RENDER A DECISION WITHIN TWENTY-FOUR (24) HOURS AFTER THE CONCLUSION OF THE JOBSITE MEETING. IF THIS COMMITTEE HOLDS FOR THE EMPLOYEE, HE SHALL BE RETAINED AS A STEWARD, AND MADE WHOLE.
- D. THE FOREGOING WOULD NOT PRECLUDE THE SIGNATORIES FROM INVOKING THE PROCEDURES OF SECTION 18 OF THIS AGREEMENT.
- E. THE UNION MAY APPOINT MORE THAN ONE (1) STEWARD ON A JOBSITE WHEN NECESSARY.

SECTION 11 – SAFETY:

- A. WHEN IT IS CALLED TO THE ATTENTION OF THE EMPLOYER OR HIS REPRESENTATIVE BY THE UNION REPRESENTATIVE THAT A FLAGRANT VIOLATION OF CAL-OSHA REGULATIONS THAT WOULD CAUSE MAJOR INJURY IS BEING COMMITTED AND THE EMPLOYER OR HIS REPRESENTATIVE FAILS OR REFUSES TO MAKE CORRECTION IMMEDIATELY, OR WHEN A CALIFORNIA DEPARTMENT OF INDUSTRIAL SAFETY ENGINEER ISSUES A CITATION DECLARING A PORTION OR PHASE OF A PROJECT UNSAFE, THE UNION WILL NOT BE DEEMED IN VIOLATION OF THIS AGREEMENT FOR REFUSING TO ALLOW EMPLOYEES TO CONTINUE WORKING ON THAT PORTION OR PHASE OF THE PROJECT. ANY EMPLOYEE FOUND TO BE WILLFULLY VIOLATING PROJECT SAFETY OR THE CAL-OSHA ORDERS ADOPTED BY THE INDUSTRIAL SAFETY BOARD OF THE STATE OF CALIFORNIA MAY BE IMMEDIATELY DISCHARGED WITH PROMPT NOTICE TO THE UNION.
- B. THE EMPLOYER SHALL FURNISH FOR THE USE OF HIS EMPLOYEES, ANY NECESSARY PROTECTIVE CLOTHING OR GEAR AS REQUIRED BY CAL-OSHA. EMPLOYEES MAY BE HELD MONETARILY RESPONSIBLE FOR SUCH ITEMS PROPERLY CHECKED OUT TO THEM WITH THE UNDERSTANDING THAT SUCH ITEMS BROKEN, WORN OUT IN NORMAL USE, OR LOST IN A MANNER BEYOND THE CONTROL OF THE EMPLOYEE ARE EXCLUDED.
- C. THE EMPLOYER SHALL FURNISH, WHEN WEATHER CONDITIONS REQUIRE, SUITABLE ICED, CHILLED, OR REFRIGERATED WATER WHEN REQUESTED



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BY THE MAJORITY OF THE EMPLOYEES ON THE JOBSITE. THE EMPLOYER WILL FURNISH SANITARY DRINKING WATER AND TOILET FACILITIES AT ALL TIMES IN ACCORDANCE WITH CALIFORNIA LAW.

- D. THE UNION SHALL COOPERATE WITH THE EMPLOYER IN CARRYING OUT ALL OF THE EMPLOYER'S SAFETY MEASURES AND PRACTICES ENUMERATED ABOVE, AND EMPLOYEES SHALL PERFORM THEIR DUTIES IN SUCH A MANNER AS TO PROMOTE EFFICIENT OPERATIONS ON ALL JOBS. EMPLOYEES AND THE UNION SHALL COMPLY WITH ALL APPLICABLE SAFETY AND HEALTH REGULATIONS AND WITH THE SAFETY PRACTICES OF THE EMPLOYER.
- E. THE UNION SHALL COOPERATE TO THE FULLEST EXTENT TO ENSURE THAT EMPLOYEES MEET THE HIGHEST PRACTICABLE LEVEL OF SAFETY TRAINING, AND TO COMPLY WITH THE ALL SAFETY TRAINING AND CERTIFICATION REQUIREMENTS IMPOSED BY FEDERAL, STATE AND LOCAL REGULATORY AGENCIES. THE UNION SHALL ACCOMPLISH THIS OBLIGATION BY:
1. ESTABLISHING ITS OWN SAFETY TRAINING AND CERTIFICATION PROGRAM;
 2. PARTICIPATING IN SUCH A PROGRAM ESTABLISHED BY AN EMPLOYER, OR;
 3. PARTICIPATING IN THE PROGRAM ESTABLISHED BY THE ASSOCIATION.

SECTION 12 – INJURY:

EMPLOYEES WHO ARE UNABLE TO WORK AS A RESULT OF AN INDUSTRIAL INJURY SHALL BE PAID FOR ACTUAL TIME WORKED.

AN INDUSTRIAL INJURY SHALL NOT BE CAUSE FOR DISCHARGE AND AN APPLICANT FOR EMPLOYMENT SHALL NOT BE REJECTED BECAUSE OF PRIOR INDUSTRIAL INJURY, PROVIDED THE EMPLOYEE CAN PERFORM HIS WORK COMPETENTLY AND SAFELY.

SECTION 13 – DISCHARGE:

THE UNION RECOGNIZES THE EMPLOYER'S RIGHT TO ESTABLISH A DRUG TESTING POLICY FOR THEIR EMPLOYEES. ANY EMPLOYEE MAY BE TERMINATED FOR REFUSING TO SUBMIT TO DRUG SCREENING, DRINKING ON THE JOB, DRUNKENNESS, DISHONESTY, OR FOR ANY LAWFUL REASON WHICH AFFECTS THE EMPLOYEE'S QUALIFICATION TO PERFORM WORK ON THE JOBSITE. ANY DISCHARGE MAY BE SUBJECT TO THE GRIEVANCE PROCEDURE.



SECTION 14 – HIRING:

IN THE EMPLOYMENT OF EMPLOYEES FOR ALL WORK COVERED BY THIS AGREEMENT IN THE TERRITORY ABOVE DESCRIBED, THE FOLLOWING PROVISIONS, SUBJECT TO THE CONDITIONS OF SECTION 5 OF THIS AGREEMENT, SHALL GOVERN:

- A. THE UNION SHALL ESTABLISH AND MAINTAIN OPEN AND NON-DISCRIMINATORY EMPLOYMENT LISTS FOR EMPLOYMENT OF WORKERS IN THE WORK AREA JURISDICTION.
- B. THE EMPLOYER SHALL FIRST CALL UPON THE UNION FOR SUCH WORKERS AS IT MAY FROM TIME TO TIME NEED, AND THE UNION SHALL FURNISH TO THE EMPLOYER THE REQUIRED NUMBER OF QUALIFIED AND COMPETENT WORKERS OF THE CLASSIFICATIONS NEEDED BY THE EMPLOYER.
- C. REASONABLE ADVANCE NOTICE, BUT NOT LESS THAN TWENTY (20) HOURS, WILL BE GIVEN BY THE EMPLOYER TO THE UNION OR ITS AGENTS UPON ORDERING SUCH WORKERS. IN THE EVENT THAT TWENTY-FOUR (24) HOURS AFTER SUCH NOTICE HAS EXPIRED, AND THE UNION FAILS TO FURNISH SUCH SKILLED AND COMPETENT WORKERS, THE EMPLOYER MAY PROCURE WORKERS FROM ANY OTHER SOURCE OR SOURCES. IF WORKERS ARE SO EMPLOYED, THE EMPLOYER WILL IMMEDIATELY REPORT IN WRITING, EACH SUCH WORKER'S NAME, ADDRESS, SOCIAL SECURITY NUMBER, AND WORK CLASSIFICATION TO THE UNION OR ITS AGENTS. PRIOR TO PLACING ANY SUCH WORKERS TO WORK, THE EMPLOYER SHALL REQUIRE THE WORKER TO OBTAIN A DISPATCH SLIP FROM THE UNION HIRING HALL.
- D. THE UNION OR ITS AGENTS WILL FURNISH EACH SUCH REQUIRED COMPETENT WORKMEN OR SKILLED MECHANICS ENTERED ON THEIR LISTS TO THE EMPLOYER BY USE OF A WRITTEN IDENTIFICATION, AND WILL FURNISH SUCH WORKMEN OR SKILLED MECHANICS FROM THE LOCAL UNION LISTING IN THE FOLLOWING PRIORITY:
 - 1. LOCAL WORKMEN DESIGNATED BY NAME BY A SIGNATORY EMPLOYER WHO HAVE WORKED FOR A SIGNATORY EMPLOYER WITHIN THE UNION'S WORK AND AREA JURISDICTION DURING THE PRECEDING FIVE (5) YEARS, PROVIDED THEY ARE AVAILABLE FOR EMPLOYMENT.
 - 2. WORKMEN WHO HAVE WORKED IN THE UNION'S WORK AND AREA JURISDICTION FOR A SIGNATORY EMPLOYER DURING THE PREVIOUS SEVEN (7) YEARS, AND ARE AVAILABLE FOR



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EMPLOYMENT, SHALL HAVE SENIORITY OVER THOSE REGISTERED ON THE OPEN AND NON-DISCRIMINATORY EMPLOYMENT LISTS AND WHO HAVE NOT WORKED IN THE UNION'S AREA JURISDICTION.

3. WORKMEN ENTERED ON THE OPEN AND NON-DISCRIMINATORY EMPLOYMENT LISTS OF THE UNIONS WILL BE REFERRED TO A REQUESTING EMPLOYER SIGNATORY TO THIS AGREEMENT IN THE EVENT WORKMEN ARE NOT AVAILABLE IN THE (A) AND (B) CATEGORY.
- E. WORKERS EMPLOYED BUT NOT PROPERLY DISPATCHED BY WRITTEN REFERRAL FOR WORK COVERED BY THIS AGREEMENT SHALL BE REMOVED IMMEDIATELY AT THE REQUEST OF THE UNION, IN WRITING, TO THE EMPLOYER. A WORKER SO REMOVED SHALL BE PAID ONLY FOR THE HOURS WORKED.
- F. ANY INDIVIDUAL WHO IS REJECTED BY THE EMPLOYER SHALL NOT BE RE-REFERRED TO THE EMPLOYER WHO HAS NOTIFIED THE UNION IN WRITING NOT TO REFER SAID WORKMAN FOR RE-EMPLOYMENT. THE EMPLOYER WILL BE THE SOLE JUDGE OF THE QUALIFICATIONS OF ALL ITS EMPLOYEES.

SECTION 15 – EQUAL EMPLOYMENT OPPORTUNITY:

- A. IT IS MUTUALLY AGREED BY THE EMPLOYERS AND THE UNION TO FULLY COMPLY WITH ALL THE PROVISIONS OF TITLE 7 OF THE CIVIL RIGHTS ACT OF 1964, PRESIDENTIAL EXECUTIVE ORDER NUMBERS 10925, 11114, AND 11246, AND THE CALIFORNIA FAIR EMPLOYMENT PRACTICES ACT, TO THE END THAT NO PERSON SHALL, ON THE GROUNDS OF SEX, RACE, COLOR, AGE OR NATIONAL ORIGIN, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION BY NOT HAVING FULL ACCESS TO THE CONTENTS OF THIS AGREEMENT, AND NO PERSON SHALL BE SUBJECTED TO DISCRIMINATION BY REASON OF PHYSICAL IMPAIRMENT SUBJECT TO THE PROVISIONS OF SECTION 12.
- B. IN THE EVENT THE UNION IS UNABLE TO REFER APPLICANTS FOR EMPLOYMENT TO THE EMPLOYER IN SUFFICIENT NUMBER FROM EACH OF THE MINORITY GROUPS REPRESENTED WITHIN THE LOCAL AREA, AS MAY BE NECESSARY TO ENABLE THE EMPLOYER TO FULLY COMPLY WITH MINORITY HIRING REQUIREMENTS IMPOSED BY HIS CONSTRUCTION CONTRACT WITH ANY FEDERAL, STATE OR GOVERNMENTAL BODY, COMMISSION, OR AGENCY, OR TO ENABLE THE EMPLOYER TO FULLY COMPLY WITH ALL LAWS, PRESIDENTIAL EXECUTIVE ORDERS, REGULATIONS, RULES, DIRECTIVES, OR ORDERS WHICH COVER MINORITY HIRING AND WHICH ARE APPLICABLE TO THE EMPLOYER, THEN IN ANY



SUCH EVENT THE EMPLOYER SHALL BE FREE TO DIRECTLY RECRUIT FROM ANY SOURCE IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 14 SUCH NUMBER OF MINORITY APPLICANTS ACCEPTABLE TO THE EMPLOYER AS MAY BE NECESSARY TO SATISFY THE EMPLOYER NEEDS TO EFFECT SUCH COMPLIANCE.

SECTION 16 – JURISDICTIONAL DISPUTES:

- A. DURING THE TERM HEREOF, THERE SHALL BE NO STRIKES, SLOWDOWNS, OR STOPPAGES OF WORK OCCASIONED BY JURISDICTIONAL DISPUTES BETWEEN THE UNION AND ANY OTHER UNIONS, AND THAT ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL PERFORM THE WORK CUSTOMARILY PERFORMED BY THEM AND WILL COOPERATE AND WORK WITH EMPLOYEES REPRESENTED BY OTHER UNIONS WITHOUT REGARD TO PAST, PRESENT, OR FUTURE DISPUTES ON JURISDICTIONAL CLAIMS.

- B. WHEN MAKING WORK ASSIGNMENTS, THE EMPLOYER SHALL MAKE REASONABLE EFFORTS TO ASSIGN THE WORK IN ACCORDANCE WITH EXISTING INTER-CRAFT AGREEMENTS BETWEEN THE UNION AND ANY OTHER UNIONS WITH WHICH THE EMPLOYER MAY BECOME SIGNATORY. IN THE ABSENCE OF INTER-CRAFT AGREEMENTS, THE PAST PRACTICE OF THE AREA WILL PREVAIL.

SECTION 17 – STRIKES AND LOCKOUTS:

- A. IT IS THE PURPOSE AND INTENT OF THE EMPLOYERS AND THE UNION THAT ALL GRIEVANCES OR DISPUTES ARISING BETWEEN THEM OVER THE INTERPRETATION OR APPLICATION OF THE TERMS OF THIS AGREEMENT SHALL BE SETTLED BY THE GRIEVANCE AND ARBITRATION PROCEDURES, AND THE UNION AGREES THAT NEITHER THEY NOR ITS OFFICERS, AGENTS, MEMBERS, NOR EMPLOYEES REPRESENTED BY THEM WILL ENGAGE IN, AUTHORIZE, INSTIGATE, OR AID WORK STOPPAGES OR STRIKES, INTERRUPTIONS, SLOWDOWNS, OR OTHER IMPEDING OF THE WORK DURING THE TERMS OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION EXTEND TO ALL SYMPATHY STRIKES AFFECTING THE EMPLOYER'S OPERATIONS, AND TO ALL STRIKES AIMED AT OTHER EMPLOYERS WHO ARE WORKING UPON, OR MAKING DELIVERIES TO, THE EMPLOYEE'S JOBSITE. FURTHER, THE UNION WILL USE ITS BEST EFFORTS TO PREVENT, HALT, TERMINATE, AND MINIMIZE THE EFFECT OF ANY WORK STOPPAGES, STRIKES, INTERRUPTIONS, SLOWDOWNS, OR OTHER IMPEDING OF THE WORK.

- B. THE EMPLOYERS AGREE NOT TO LOCK OUT ANY EMPLOYEES WHOSE WORK IS COVERED BY THIS AGREEMENT.



SECTION 18 – PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES:

A. ALL GRIEVANCES OR DISPUTES SHALL BE BROUGHT TO THE ATTENTION OF THE EMPLOYER WITHIN TEN (10) WORKING DAYS OF THE OCCURRENCE GIVING RISE TO THE DISPUTE, OR IT SHALL BE WAIVED. SHOULD A GRIEVANCE OR DISPUTE ARISE ON THE JOBSITE, IT SHALL BE PROCESSED IN THE FOLLOWING SEQUENCE, USING THE NUMBER OF STEPS NECESSARY TO DISPOSE THEREOF.

1. THE STEWARD OR UNION REPRESENTATIVE IS TO RECEIVE GRIEVANCES OR DISPUTES FROM EMPLOYEES REPRESENTED BY THE UNION, AND SHALL IMMEDIATELY REPORT THEM TO THE EMPLOYER.
2. THE UNION REPRESENTATIVE SHALL ENDEAVOR TO SETTLE THE GRIEVANCE OR DISPUTE WITH THE EMPLOYER.
3. THE UNION REPRESENTATIVE SHALL REFER THE GRIEVANCE OR DISPUTE TO THE APPROPRIATE ASSOCIATION REPRESENTATIVE. THE ASSOCIATION REPRESENTATIVE SHALL ENDEAVOR TO SETTLE THE GRIEVANCE OR DISPUTE WITH THE UNION REPRESENTATIVE AND THE EMPLOYER.
4. FAILURE TO RESOLVE THE GRIEVANCE OR DISPUTE BY 1, 2, OR 3 ABOVE, SHALL CAUSE THE GRIEVANCE OR DISPUTE TO BE REFERRED TO THE JOINT CONFERENCE BOARD FOR SETTLEMENT WITHIN FIFTEEN (15) DAYS AFTER THE CONCLUSION OF STEP 3, OR THE GRIEVANCE OR DISPUTE SHALL NOT BE CONSIDERED BY THE JOINT CONFERENCE BOARD AND THE CASE WILL BE CONSIDERED CLOSED.
5. THE CONFERENCE BOARD SHALL NOT BE REQUIRED TO MAKE ADJUSTMENTS IN WAGE CLAIMS, UNPAID CLASSIFICATION PREMIUM, OR OVERTIME PAYMENT RETROACTIVE BEYOND FORTY-FIVE (45) DAYS, UNLESS BY UNANIMOUS VOTE OF THE CONFERENCE BOARD. FRINGE BENEFITS ARE EXCLUDED FROM DECISIONS OF THE JOINT CONFERENCE BOARD.

B. CONFERENCE BOARD:

1. THERE SHALL BE A CONFERENCE BOARD OF THREE (3) MEMBERS, ONE (1) REPRESENTING THE UNION, ONE (1) REPRESENTING THE EMPLOYERS, AND ONE (1) NEUTRAL MEMBER, WHO SHALL BE CHAIRMAN.



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2. THE PURPOSE OF THE JOINT CONFERENCE BOARD IS TO SETTLE DISPUTES OR GRIEVANCES REFERRED TO IT, AND TO INTERPRET THIS AGREEMENT. THE JOINT CONFERENCE BOARD IS TO BE LIMITED TO THESE PURPOSES, AND SHALL HEAR CASES AND RENDER DECISIONS BASED SOLELY UPON INTERPRETATION OF THIS AGREEMENT FOR THE UNION AND THE EMPLOYER.
3. THE CONFERENCE BOARD CHAIRMAN SHALL BE SELECTED BY A SELECTION COMMITTEE COMPRISED OF TWO (2) REPRESENTATIVES OF THE UNION AND TWO (2) REPRESENTATIVES OF THE EMPLOYER. THE SELECTION COMMITTEE SHALL BE APPOINTED BY THE SIGNATORS WITHIN FIFTEEN (15) DAYS AFTER CONSUMMATION OF THIS AGREEMENT. THE COMMITTEE SHALL SELECT ITS OWN CHAIRMAN OR CO-CHAIRMEN. THE SELECTION COMMITTEE SHALL NOMINATE EIGHT (8) CANDIDATES FOR CHAIRMAN OF THE CONFERENCE BOARD. THE UNION REPRESENTATIVES SHALL NOMINATE FOUR (4) CANDIDATES AND THE EMPLOYER REPRESENTATIVES SHALL NOMINATE FOUR (4) CANDIDATES. FROM THIS LIST OF EIGHT (8) CANDIDATES, THEY SHALL SELECT THE CHAIRMAN OF THE CONFERENCE BOARD AND THE ALTERNATE CHAIRMAN BY MAJORITY VOTE, WITHIN THIRTY (30) DAYS AFTER CONSUMMATION OF THIS AGREEMENT. THE SELECTION COMMITTEE CHAIRMAN SHALL NOTIFY THE SIGNATORY PARTIES TO THIS AGREEMENT, THE NAME, ADDRESS, AND PHONE NUMBER OF THE ELECTED CHAIRMAN AND THE ALTERNATE CHAIRMAN. IN THE EVENT THE ELECTED CHAIRMAN IS NOT AVAILABLE TO HEAR A CASE THAT HAS BEEN SCHEDULED, OR A VACANCY OCCURS BY RESIGNATION, DISABILITY, OR DEATH, THE ALTERNATE CHAIRMAN WILL HEAR THE CASE. THE CONFERENCE BOARD CHAIRMAN AND MEMBERS OF THE CONFERENCE BOARD SHALL SERVE FOR THE TERM OF THIS AGREEMENT, OR UNTIL REPLACED IF FOR A LESSER TIME.
4. CONFERENCE BOARD MEMBERS OTHER THAN THE CHAIRMAN SHALL BE APPOINTED BY THE SIGNATORS IN THE FOLLOWING MANNER: THE UNION AND THE EMPLOYER ASSOCIATION SHALL EACH APPOINT FOUR (4) REPRESENTATIVES AND TWO (2) ALTERNATES MAKING A TOTAL OF TWELVE (12) REGULAR AND ALTERNATE MEMBERS TO THE GRIEVANCE PANEL, ONLY ONE (1) OF WHICH FROM THE UNION PANEL AND THE EMPLOYER PANEL SHALL HEAR THE CASE WITH THE CHAIRMAN.
5. THE JOINT CONFERENCE BOARD WILL CONVENE UPON REQUEST OF THE ASSOCIATION OR UPON THE REQUEST OF THE UNION USING THE FOLLOWING PROCEDURES:



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- a. IF THE REQUEST IS INITIATED BY THE UNION UPON WRITTEN REQUEST TO THE ASSOCIATION REPRESENTATIVE AND THE EMPLOYER INVOLVED.
 - b. IF THE REQUEST IS INITIATED BY AN EMPLOYER AND/OR ASSOCIATION UPON WRITTEN REQUEST TO THE UNION.
6. THIS MEETING SHALL BE SCHEDULED BY THE CHAIRMAN NOT SOONER THAN FORTY-EIGHT (48) HOURS NOR MORE THAN SEVEN (7) DAYS AFTER RECEIPT OF SAID REQUEST FOR A CONFERENCE BOARD HEARING, UNLESS MUTUALLY AGREED UPON BY THE PARTIES TO THE GRIEVANCE.
 7. A QUORUM REQUIRES THAT ALL CONFERENCE BOARD POSITIONS BE FILLED. THERE SHALL BE ONE (1) UNION REPRESENTATIVE, ONE (1) EMPLOYER REPRESENTATIVE, AND THE CHAIRMAN PRESENT. EACH SHALL HAVE ONE (1) VOTE.
 8. THE CONFERENCE BOARD SHALL MEET ON REQUEST OR AS IT DEEMS ADVISABLE TO SET UP GROUND RULES, STUDY, AND INTERPRET THIS AGREEMENT, AND TO PREPARE FORMS AND PROCEDURES FOR HEARING AND PRESENTATION OF CASES.
 9. THE CONFERENCE BOARD SHALL KEEP MINUTES AND SHALL NOTIFY ALL PARTIES OF DECISIONS RENDERED, IN WRITING.
 10. ANY EXPENSES INCURRED BY THE JOINT CONFERENCE BOARD SHALL BE PAID EQUALLY BY THE UNION AND THE EMPLOYER, REGARDLESS OF THE DECISION.
 11. THE ELECTED CHAIRMAN SHALL BE PAID AN AMOUNT JOINTLY AGREED TO BY THE PARTIES.
 12. VOTING ON ANY GRIEVANCE OR DISPUTE, OR ANY OTHER PROPOSITION, SHALL BE DONE IN EXECUTIVE SESSION ONLY, AND NO RECORD OF THE DISTRIBUTION OF VOTES SHALL BE KEPT OR DISTRIBUTED.
 - a. THE JOINT CONFERENCE BOARD SHALL REMAIN IN SESSION, EXCLUSIVE OF RECESS, UNTIL IT HAS ARRIVED AT A DECISION.
 13. THE DETERMINATION OF THE JOINT CONFERENCE BOARD IS FINAL AND BINDING UPON THE PARTIES. THERE SHALL BE NO APPEAL.
 - a. A SIMPLE MAJORITY VOTE IS REQUIRED TO DISPOSE OF ITEMS ON THE AGENDA.



- b. THE JOINT CONFERENCE BOARD SHALL HAVE THE RIGHT OF DISCOVERY ON SPECIFIC CASES SUBSEQUENT TO CONVENTION FOR THE HEARING ON THAT SPECIFIC CASE.
- c. THE GRIEVANCE PROCEDURE IS LIMITED TO SIGNATORY MEMBERS OF THE ASSOCIATIONS.
- d. THERE SHALL BE NO ATTORNEYS, COURT REPORTERS, OR RECORDING DEVICES OF ANY TYPE AT THE CONFERENCE BOARD HEARINGS.

SECTION 19 – PAYMENT OF WAGES:

- A. ALL WAGES DUE EMPLOYEES MUST BE PAID WEEKLY ON A DESIGNATED PAY DAY BY THE EMPLOYER ON THE JOBSITE PRIOR TO END OF THE EMPLOYEES' SHIFT.

PRIOR TO PAYMENT OF WAGES, THE EMPLOYER MAY REQUIRE THE EMPLOYEES TO SIGN A TIME CARD CONFIRMING THE ACCURACY OF SAID TIME CARD. SHOULD THE EMPLOYER'S PAYDAY FALL ON A LEGAL, RECOGNIZED HOLIDAY, THE EMPLOYER MAY PAY HIS EMPLOYEES ON THE NEXT REGULARLY SCHEDULED WORK DAY, HOWEVER, REASONABLE EFFORT WILL BE MADE BY THE EMPLOYER TO PAY HIS EMPLOYEES PRIOR TO THE HOLIDAY.

- B. THE EMPLOYER SHALL PROVIDE WITH EACH PAYROLL CHECK, AN ITEMIZED CHECK STUB SHOWING SEPARATELY EACH CONTRIBUTION AND DEDUCTION MADE FOR THE PAYROLL PERIOD COVERED BY THE CHECK, OR A SEPARATE STATEMENT SHOWING THE NAME AND ADDRESS OF THE EMPLOYER, WITH EACH PAYROLL CHECK SHOWING SEPARATELY REGULAR DEDUCTIONS, THE RATE OF PAY, STRAIGHT TIME, AND OVERTIME HOURS WORKED FOR THE PAYROLL PERIOD AND ENDING DATE. EACH CHECK SHALL SHOW THE NAME OF THE EMPLOYEE.
- C. UPON LAYOFF OR DISCHARGE FOR ANY REASON, THE EMPLOYEE SHALL BE PAID IMMEDIATELY IN FULL.



SECTION 20 – WORK PERIODS:

THE FOLLOWING WORKING RULES SHALL GOVERN THE EMPLOYMENT OF EMPLOYEES PERFORMING ALL WORK COVERED BY THE TERMS OF THIS AGREEMENT.

A. WORKDAY/WORK WEEK:

NOTWITHSTANDING PROVISIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, THE FOLLOWING PROVISIONS SHALL GOVERN WORK PERFORMED UNDER THE TERMS OF THIS AGREEMENT.

1. EIGHT (8) CONSECUTIVE HOURS EXCLUSIVE OF MEAL PERIOD SHALL CONSTITUTE A DAY'S WORK BETWEEN THE HOURS OF 5:00 A.M. AND 6:00 P.M.
2. FORTY (40) HOURS, MONDAY THROUGH FRIDAY, SHALL CONSTITUTE A WEEK'S WORK.
3. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, ALL TIME WORKED BEFORE 5:00 A.M. OR AFTER 6:00 P.M., OR ALL TIME WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY AND FORTY (40) HOURS PER WEEK, AND ALL TIME WORKED ON SATURDAY, SHALL BE PAID FOR AT THE TIME AND ONE-HALF (1-1/2) RATE. ALL TIME WORKED ON SUNDAY OR HOLIDAYS SHALL BE PAID FOR AT DOUBLE THE STRAIGHT TIME RATE OF PAY. AFTER 12 CONSECUTIVE HOURS WORKED, SHALL BE PAID AT THE APPLICABLE OVERTIME RATE.
4. EMPLOYEES SHALL NOT BE REQUIRED TO WORK MORE THAN FIVE (5) CONSECUTIVE HOURS WITHOUT A ONE-HALF (1/2) HOUR MEAL PERIOD. WHEN EMPLOYEES ARE REQUIRED TO WORK OVER FIVE (5) HOURS WITHOUT BEING PROVIDED WITH A ONE-HALF (1/2) HOUR UNINTERRUPTED MEAL PERIOD, THEY SHALL RECEIVE THE APPROPRIATE OVERTIME RATE OF PAY.
5. MAKE-UP DAY – IN THE EVENT OF INCLEMENT WEATHER; POWER/BLACKOUT PROBLEMS; MAJOR BREAKDOWN OR SUSPENSION OF PROJECT OR PORTION THERE OF, WHICH IS BEYOND THE EMPLOYER'S CONTROL AND WHERE THE REGULAR EMPLOYEE LACKS THE NECESSARY HOURS TO COMPLETE THIS FORTY (40) HOURS IN ANY ONE (1) WEEK, ON A VOLUNTARY BASIS THE EMPLOYEE MAY WORK UP TO AN EIGHT (8) HOUR STRAIGHT TIME SHIFT ON SATURDAY. THE MAKE-UP DAY SHALL APPLY TO SPECIAL OR MULTIPLE SHIFT ARRANGEMENTS.



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ANY WORK PERFORMED ON A SATURDAY THAT EXCEEDS THE EMPLOYEE FORTY (40) HOURS FOR THAT WEEK SHALL BE PAID FOR AT THE APPROPRIATE OVERTIME RATE.

6. THE EMPLOYER MAY, WITH NOTICE TO THE UNION SIGNATORY HERETO, AND WHERE A MAJORITY OF THE EMPLOYEES OF THE AFFECTED CRAFT ON THE JOBSITE CONCUR, ESTABLISH A SPECIAL STRAIGHT TIME OR MULTIPLE SHIFT ARRANGEMENT CALLING FOR FOUR (4) TEN (10) HOUR DAYS TO RUN CONSECUTIVELY, EXCEPT FOR INCLEMENT WEATHER, MAJOR BREAKDOWN OR SUSPENSION OF THE PROJECT IN WHICH CASE AN ADDITIONAL TEN (10) HOUR DAY (FRIDAY OR SATURDAY) MAY BE UTILIZED TO COMPLETE THE FORTY (40) HOUR WEEK.

B. MULTIPLE SHIFTS:

1. WHEN SO ELECTED BY THE EMPLOYER, MULTIPLE SHIFTS MAY BE WORKED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, PROVIDED THAT THE UNION IS NOTIFIED TWENTY-FOUR (24) HOURS IN ADVANCE OF THE EFFECTIVE DATE OF THE STARTING OF SUCH MULTIPLE SHIFT OPERATIONS, PROVIDED, HOWEVER, THAT THE MEN WORKING ON SUCH MULTIPLE SHIFTS SHALL NOT BE INTERCHANGEABLE WITH THOSE WORKING ON A SINGLE SHIFT BASIS. IN NO EVENT SHALL THE REGULAR WORKING HOURS OF DIFFERENT SHIFTS OVERLAP, NOR SHALL ANY INTERVAL BETWEEN SHIFTS EXCEED THE REASONABLE TIME NECESSARY TO CHANGE SHIFTS, AND IN NO EVENT SHALL SUCH INTERVAL EXCEED ONE (1) HOUR.
2. WHERE THE EMPLOYER PERFORMS LUBRICATION OR REPAIR ON EQUIPMENT OUTSIDE OF THE REGULAR SINGLE-SHIFT OPERATION, EMPLOYEES PERFORMING SUCH WORK SHALL BE CONSIDERED WORKING ON A MULTIPLE SHIFT BASIS AND RECEIVE EIGHT (8) HOURS PAY FOR EIGHT (8) HOURS WORKED AT STRAIGHT TIME PAY, MONDAY THROUGH FRIDAY. EMPLOYEES PERFORMING WORK COVERED BY THIS PARAGRAPH B2, SHALL RECEIVE A \$.50 PER HOUR PREMIUM WHEN PERFORMING SUCH WORK DURING NIGHT TIME HOURS. MAINTENANCE AND SERVICE SHIFTS MAY BEGIN UP TO ONE (1) HOUR BEFORE END OF SHIFT. ALL TIME WORKED OR HOURS PAID FOR AFTER EIGHT (8) HOURS WORKED OR PAID FOR IN ANY ONE (1) DAY OR SATURDAY, SUNDAY, AND HOLIDAYS, SHALL BE PAID FOR AT THE APPROPRIATE OVERTIME RATE.
3. WHEN TWO (2) SHIFTS ARE WORKED, EACH SHIFT SHALL WORK EIGHT (8) CONSECUTIVE HOURS, EXCLUSIVE OF MEAL PERIOD FOR WHICH EIGHT (8) HOURS STRAIGHT TIME SHALL BE PAID MONDAY



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THROUGH FRIDAY. ALL TIME WORKED OR HOURS PAID FOR AFTER THE ABOVE SPECIFIED WORKED SHIFTS IN ANY ONE (1) DAY OR SATURDAY, SUNDAY, AND HOLIDAYS, SHALL BE PAID FOR AT THE APPROPRIATE OVERTIME RATE.

4. WHEN THREE (3) SHIFTS ARE WORKED, EACH SHIFT SHALL WORK SEVEN AND ONE-HALF (7 1/2) CONSECUTIVE HOURS, EXCLUSIVE OF MEAL PERIOD, FOR WHICH EIGHT (8) HOURS STRAIGHT TIME SHALL BE PAID MONDAY THROUGH FRIDAY. HOWEVER, WHEN THE DAY SHIFT STARTS BETWEEN THE HOURS OF 6:00 A.M. AND 8:00 A.M., THAT SHIFT SHALL WORK EIGHT (8) CONSECUTIVE HOURS, EXCLUSIVE OF MEAL PERIOD, AND THE SECOND AND THIRD SHIFT SHALL WORK SEVEN (7) CONSECUTIVE HOURS, EXCLUSIVE OF MEAL PERIOD, FOR WHICH EIGHT (8) HOURS STRAIGHT TIME SHALL BE PAID, MONDAY THROUGH FRIDAY. ALL TIME WORKED OR HOURS PAID FOR AFTER THE ABOVE SPECIFIED WORKED SHIFTS IN ANY ONE DAY OR SATURDAY, SUNDAY, AND HOLIDAYS, SHALL BE PAID FOR AT THE APPROPRIATE OVERTIME RATE.
5. ANY TIME WORKED FROM FRIDAY MIDNIGHT TO SUNDAY MIDNIGHT OR ON HOLIDAYS, OR IN EXCESS OF THE REGULAR SHIFT HOURS, SHALL BE PAID FOR AT THE OVERTIME RATE, EXCEPT AS PROVIDED IN PARAGRAPH B6 OF THIS SECTION.
6. THE FRIDAY GRAVEYARD SHIFT ENDING ON SATURDAY MORNING WILL BE CONSIDERED FRIDAY WORK. THE SATURDAY GRAVEYARD SHIFT ENDING SUNDAY MORNING WILL BE CONSIDERED SATURDAY WORK. THE SUNDAY GRAVEYARD SHIFT ENDING ON MONDAY MORNING WILL BE CONSIDERED SUNDAY WORK.

C. SPECIAL SHIFTS:

1. IT IS AGREED THAT THE EMPLOYER AND THE UNION MAY MUTUALLY AGREE, IN WRITING, UPON DIFFERENT STARTING OR ENDING TIMES FOR ANY OF THE ABOVE MENTIONED SHIFT ARRANGEMENTS.
2. A SPECIAL STARTING TIME OF AN EIGHT (8) HOUR SHIFT BEGINNING NOT LATER THAN 3:00 P.M. MAY BE ESTABLISHED BY THE EMPLOYER FOR THE FIELD LUBRICATION OR REPAIR OF EQUIPMENT.
3. WHERE THE EMPLOYER PRODUCES EVIDENCE IN WRITING TO THE UNION OF A BONA FIDE JOB REQUIREMENT FOR WORK THAT CAN ONLY BE PERFORMED OUTSIDE THE REGULAR DAY SHIFT DUE TO SAFETY CONDITIONS OR OTHER REQUIREMENTS, IN SUCH CASE AN



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EMPLOYEE SHALL WORK EIGHT (8) CONSECUTIVE HOURS EXCLUSIVE OF MEAL PERIOD FOR WHICH HE SHALL RECEIVE EIGHT (8) HOURS STRAIGHT TIME PAY, MONDAY THROUGH FRIDAY. ALL TIME WORKED OR HOURS PAID FOR AFTER EIGHT (8) HOURS WORKED OR PAID FOR IN ANY ONE (1) DAY, OR SATURDAY, SUNDAY, AND HOLIDAYS, SHALL BE PAID FOR AT THE APPROPRIATE OVERTIME RATE.

D. TIDE WORK SCHEDULE:

THE FOLLOWING PROVISIONS SHALL APPLY TO EMPLOYEES ON JOBS WORKING A SINGLE SHIFT ONLY:

1. WHEN EMPLOYEES ARE CALLED OUT TO WORK BROKEN TIME OR TIDE WORK, MONDAY THROUGH FRIDAY, THEY SHALL BE PAID A MINIMUM OF EIGHT (8) HOURS IN ACCORDANCE WITH SECTION 20 C 3 HEREOF AND SHALL BE CONSIDERED AS WORKING A SPECIAL SHIFT.
2. WHEN EMPLOYEES ARE CALLED OUT TO WORK BROKEN TIME OR TIDE WORK ON SATURDAYS, SUNDAYS OR HOLIDAYS, THE MINIMUM PAY FOR SUCH WORK SHALL BE EIGHT (8) HOURS AT THE APPLICABLE OVERTIME RATE.

E. SPECIAL REMODELING SHIFT:

WHEN MAINTENANCE OR REMODELING WORK CANNOT BE PERFORMED ON THE REGULAR DAY SHIFT AT RETAIL STORES BECAUSE OF THE FACT THAT THESE ESTABLISHMENTS ARE NOT ABLE TO SUSPEND THEIR RETAILING OPERATIONS DURING THE DAY, A SPECIAL SINGLE SHIFT MAY BE UTILIZED. THIS SHIFT MAY START AT ANY TIME MONDAY THROUGH FRIDAY. EMPLOYEES ON THIS SHIFT WILL WORK EIGHT (8) HOURS, FOR WHICH THEY SHALL RECEIVE EIGHT (8) HOURS PAY. ANY WORK PERFORMED DURING THE HOURS OF REGULARLY ESTABLISHED HOLIDAYS COVERED BY THIS AGREEMENT, OR ON SATURDAYS OR SUNDAYS, SHALL BE PAID FOR AT THE APPROPRIATE OVERTIME RATE. WORKMEN CALLED OUT TO WORK ON THIS SPECIAL SHIFT ARRANGEMENT, OR WHO START WORK, SHALL RECEIVE NOT LESS THAN FOUR (4) HOURS PAY AT THE APPROPRIATE RATE, AND WORKMEN EMPLOYED MORE THAN FOUR (4) HOURS SHALL RECEIVE EIGHT (8) HOURS PAY AT THE APPROPRIATE RATE. PARAGRAPH A 5 OF THIS SECTION 20 SHALL APPLY TO WORK PERFORMED ON SPECIAL REMODELING SHIFTS.

SECTION 21 – SHOW-UP TIME:

- A. A WORKMAN WILL BE PAID TWO (2) HOURS SHOW-UP TIME WHEN HE HAS BEEN DISPATCHED IN ACCORDANCE WITH THIS AGREEMENT AND HAS



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REPORTED FOR WORK AT A STARTING TIME ESTABLISHED BY THE EMPLOYER, AND WHEN NO WORK IS PROVIDED.

- B. A WORKMAN WILL NOT BE PAID SHOW-UP TIME WHEN:
1. THE EMPLOYER HAS NOTIFIED THE UNION, IN WRITING, NOT TO REFER SAID WORKMAN FOR RE-EMPLOYMENT.
 2. HE FAILS TO REPORT BY THE STARTING TIME ESTABLISHED BY THE EMPLOYER AND SPECIFIED AT TIME OF ORDERING THE WORKMAN. THE EMPLOYER MAY WAIVE THIS PARAGRAPH BY HIRING THE WORKMAN, REGARDLESS OF TIME OF REPORTING.
 3. HE REPORTS FOR WORK IN UNFIT CONDITION OR WITHOUT PROPER TOOLS, REFERRAL, OR CREDENTIALS.
 4. HE IS UNABLE OR REFUSES TO PERFORM THE SPECIFIED WORK FOR WHICH HE WAS REQUESTED, IN WHICH CASE THE EMPLOYER OR HIS REPRESENTATIVES SHALL IMMEDIATELY NOTIFY THE UNION. IF THE EMPLOYEE IS UNABLE TO PERFORM THE SPECIFIED WORK FOR WHICH HE WAS REQUESTED, HE SHALL BE PAID ONLY FOR ACTUAL TIME WORKED.
 5. HE HAS BEEN NOTIFIED BEFORE THE END OF THE LAST PRECEDING SHIFT NOT TO REPORT.
- C. EXCEPTIONS TO (A) AND (B) ABOVE: IN THE EVENT OF INCLEMENT WEATHER, MAJOR BREAKDOWN OR SUSPENSION OF THE PROJECT OR PORTION THEREOF WHICH IS BEYOND THE EMPLOYER'S CONTROL, THE EMPLOYER WILL MAKE A REASONABLE EFFORT TO NOTIFY EMPLOYEES NOT TO REPORT AND NO SHOW-UP TIME WILL BE PAID. EACH EMPLOYER SHALL ESTABLISH A POLICY CONCERNING EMPLOYEES REPORTING FOR WORK DURING INCLEMENT WEATHER. SUCH POLICY SHALL BE COMMUNICATED IN WRITING TO THE UNION. THE EMPLOYER'S POLICY MAY BE VARIED ON A PROJECT BASIS BY WRITTEN NOTICE TO THE UNION. WHEN EMPLOYEES REPORT AND ARE PUT TO WORK, AND WORK IS DISCONTINUED BECAUSE OF INCLEMENT WEATHER, MAJOR BREAKDOWN, OR SUSPENSION OF THE PROJECT WHICH IS BEYOND THE EMPLOYER'S CONTROL, THEY SHALL RECEIVE PAY FOR THE ACTUAL HOURS WORKED.
- D. AN EMPLOYEE DISCHARGED FOR INCOMPETENCE SHALL RECEIVE PAY FOR THE ACTUAL HOURS WORKED, BUT NOT LESS THAN TWO (2) HOURS.
- E. NOTWITHSTANDING PROVISIONS CONTAINED ELSEWHERE IN THIS AGREEMENT, AND EXCEPT AS PROVIDED IN (3) AND (4) ABOVE, ANY EMPLOYEE WHO REPORTS FOR WORK AND FOR WHOM WORK IS



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PROVIDED, SHALL RECEIVE NOT LESS THAN FOUR (4) HOURS PAY, AND IF MORE THAN FOUR (4) HOURS ARE WORKED IN ANY ONE (1) DAY, HE SHALL RECEIVE SIX (6) HOURS PAY, AND IF MORE THAN SIX (6) HOURS ARE WORKED IN ANY ONE DAY HE SHALL RECEIVE EIGHT (8) HOURS PAY.

- F. ON OVERTIME DAYS, WHENEVER EMPLOYEES WORK MORE THAN FOUR (4) HOURS, THEY SHALL BE PAID ONLY FOR ACTUAL HOURS WORKED AT THE OVERTIME RATE.
- G. EMPLOYEES SHALL TRAVEL TO AND FROM WORK ON THEIR OWN TIME AND BY MEANS OF THEIR OWN TRANSPORTATION. NO EMPLOYEE SHALL BE REQUIRED TO FURNISH TO THE EMPLOYER TRANSPORTATION OF THE EMPLOYER'S TOOLS, MATERIALS, OR EQUIPMENT OF ANY KIND.

SECTION 22 – HOLIDAYS:

THE FOLLOWING DAYS ARE RECOGNIZED AS HOLIDAYS:

NEW YEAR'S DAY
PRESIDENTS' DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS' DAY (NOVEMBER 11)
THANKSGIVING DAY
DAY AFTER THANKSGIVING DAY
CHRISTMAS DAY.

IF ANY OF THE ABOVE HOLIDAYS SHOULD FALL ON SUNDAY, THE MONDAY FOLLOWING SHALL BE CONSIDERED A LEGAL HOLIDAY. WORK ON SUCH DAYS SHALL BE PAID AT THE DOUBLE TIME RATE. NO WORK SHALL BE REQUIRED ON LABOR DAY EXCEPT IN CASES OF EXTREME EMERGENCY WHEN LIFE OR PROPERTY IS IN IMMINENT DANGER.

SECTION 23 – PARKING:

IN THE EVENT FREE PARKING FACILITIES ARE NOT AVAILABLE WITHIN THREE HUNDRED AND FIFTY (350) YARDS OF A JOBSITE, THE EMPLOYER WILL PROVIDE SUCH FACILITIES AND SHALL HAVE THE RIGHT TO DESIGNATE PARKING AREAS TO BE USED. WHERE, BECAUSE OF CONGESTED PARKING CONDITIONS IT IS NECESSARY TO USE PUBLIC FACILITIES, THE EMPLOYER SHALL REIMBURSE THE EMPLOYEE FOR THE COST OF SUCH PARKING UPON BEING PRESENTED WITH A RECEIPT OR VOUCHER CERTIFYING TO THE COST THEREOF, SUCH REIMBURSEMENT TO BE MADE ON A WEEKLY BASIS OR AT THE CONCLUSION OF THE PROJECT, WHICHEVER OCCURS EARLIER. DESIGNATED PARKING AREAS SHALL BE REASONABLY LEVEL AND GRADED TO DRAIN.



SECTION 24 – TRANSPORTATION:

A. EMPLOYEES SHALL TRAVEL TO AND FROM WORK ON THEIR OWN TIME AND BY MEANS OF THEIR OWN TRANSPORTATION. THE EMPLOYER SHALL NOT REQUIRE, DIRECTLY OR INDIRECTLY, AN EMPLOYEE COVERED BY THE TERMS OF THIS AGREEMENT TO FURNISH A PICKUP OR OTHER CONVEYANCE TO TRANSPORT THE EMPLOYER'S TOOLS, MATERIALS OR EQUIPMENT OF ANY KIND.

B. SUBSISTENCE:

SUBSISTENCE WILL BE \$30.00 A DAY. ANY WORK TO BE DONE WITHIN THE TEAMSTERS LOCAL 36 SUBSISTENCE AREA MAP WILL BE ENTITLED TO \$30.00 A DAY. SEE MAP ENCLOSED.

SECTION 25 – SUBCONTRACTORS:

A. THE PARTIES RECOGNIZE THE DESIRE AND THE NEED OF EMPLOYEES WHO HAVE BEEN LONG TIME MEMBERS OF ORGANIZED LABOR TO TOIL ALONGSIDE EMPLOYEES WITH SIMILAR PRINCIPLES AND GOALS. THEY FURTHER RECOGNIZE THAT SUCH EMPLOYEES ARE PERSONS WHO HAVE UNDERTAKEN ECONOMIC ACTION OR HAVE GIVEN MORAL AND FINANCIAL SUPPORT TO OTHERS WHO HAVE TAKEN SUCH ACTION, AND THEREBY SUFFERED FINANCIAL DEPRIVATIONS FOR THE COMMON GOOD, FOR THE PURPOSE OF RAISING TO THE CURRENT LEVEL THE STANDARDS OF ALL EMPLOYEES IN THE CONSTRUCTION INDUSTRY. ADDITIONALLY, THE PARTIES RECOGNIZE THAT EMPLOYEES WHO HAVE THIS COMMON BOND WISH TO BE ASSURED THAT JOB SITES UPON WHICH THEY ARE EMPLOYED OR WILL BE EMPLOYED ARE STAFFED WITH EMPLOYEES WHO HAVE NOT ACTED IN A MANNER TO UNDERMINE THE ECONOMIC BATTLE OF WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT.

B. IN CONSIDERATION OF THE FOREGOING, THE FOLLOWING PROVISIONS SHALL BE ADHERED TO RESPECTING SUBCONTRACTORS:

A SUBCONTRACTOR, FOR THE PURPOSE OF THIS AGREEMENT, IS DEFINED AS ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY HOLDING A VALID STATE CONTRACTOR'S LICENSE WHEN REQUIRED BY LAW, TO PERFORM WORK COVERED BY THIS AGREEMENT AND WHO EMPLOYS WORKMEN AS EMPLOYEES TO PERFORM SERVICES COVERED BY THIS AGREEMENT, INCLUDING THE PERFORMANCE OF LABOR AND/OR FURNISHING AND/OR INSTALLING MATERIAL, OR THE OPERATION OF EQUIPMENT. ALL EMPLOYEES OF SUBCONTRACTORS WILL PERFORM WORK AT THE APPROPRIATE HOURLY RATE AND WILL BE REPORTED TO SUCH TRUST FUNDS AS REQUIRED BY THE COLLECTIVE BARGAINING



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AGREEMENT. FAILURE OF A SUBCONTRACTOR TO OBTAIN OR MAINTAIN A VALID STATE CONTRACTOR'S LICENSE REQUIRED BY LAW SHALL NOT EXCUSE COMPLIANCE BY THE EMPLOYER OR SUBCONTRACTOR WITH THE PROVISIONS HEREOF.

- C. THE EMPLOYERS AGREE THAT HE OR HIS SUBCONTRACTORS WILL EMPLOY ONE (1) OR MORE EMPLOYEES WHO ARE REPRESENTED BY THE UNION, ON EACH JOBSITE ON WHICH HE OR HIS SUBCONTRACTORS PERFORM WORK OF THE TYPE COVERED BY THIS AGREEMENT, AT ALL TIMES WHEN SUCH SUBCONTRACTOR IS ENGAGED, AND THAT NEITHER THE EMPLOYER NOR ANY OF HIS SUBCONTRACTORS ON THE JOBSITE WILL SUBCONTRACT ANY WORK COVERED BY THIS AGREEMENT, EXCEPT TO A PERSON, FIRM, OR CORPORATION, PARTY TO A CURRENT LABOR AGREEMENT WITH THE UNION PARTY TO THIS AGREEMENT.
- D. IN THE EVENT THE EMPLOYER'S SUBCONTRACTOR DOES NOT PAY THE WAGES, BENEFITS, OR TRUST FUND CONTRIBUTIONS REQUIRED BY THIS AGREEMENT, THE EMPLOYER SHALL BECOME LIABLE FOR THE PAYMENT OF WAGES AND BENEFITS TO THE SUBCONTRACTOR'S EMPLOYEES AND FOR THE PAYMENT OF TRUST FUND CONTRIBUTIONS TO THE TRUST FUNDS, WITHOUT REGARD TO WHETHER ANY SPECIFIC EMPLOYEE ENJOYS THE BENEFIT OF CONTRIBUTIONS, WHICHEVER IS APPLICABLE.
- E. THE EMPLOYER SHALL PROVIDE IN HIS CONTRACT WITH THE SUBCONTRACTOR, THE FOLLOWING PROVISION:

"THE SUBCONTRACTOR ACCEPTS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE MASTER LABOR AGREEMENT FOR SAN DIEGO COUNTY BETWEEN THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC., AND THE UNION SIGNATORY HERETO SPECIFICALLY AGREES TO BE BOUND BY THE PROCEDURES FOR SETTLING JURISDICTIONAL DISPUTES AS SET FORTH IN THE SAID COLLECTIVE BARGAINING AGREEMENT. THE SUBCONTRACTOR AGREES THAT IT WILL BIND ITS SUBCONTRACTOR TO SAID PROCEDURES AND COLLECTIVE BARGAINING AGREEMENT IN THE SAME MANNER AND TO THE SAME EFFECT AS PROVIDED WITH RESPECT TO IT."
- F. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO CONTRACTING WITH INDIVIDUAL WORKERS FOR ANY WORK TO BE PERFORMED BY AN INDIVIDUAL WORKER IN ANY CLASSIFICATION UNDER THE JURISDICTION OF THE UNION IN CONTRAVENTION OF ANY TERM OR PROVISION OF THIS AGREEMENT.
 - 1. AN EMPLOYER SHALL NOT PERMIT SUBCONTRACTING BY SUBCONTRACTORS WITHOUT HIS KNOWLEDGE AND PERMISSION IN



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WRITING, AND NOT WITHOUT REQUIRING COMPLIANCE WITH THIS AGREEMENT IN WRITING.

2. IT IS THE INTENT OF THIS SECTION AND OF THIS AGREEMENT TO COMPLY WITH THE PROVISIONS OF THE AMENDED LABOR MANAGEMENT RELATIONS ACT, AND IN PARTICULAR, WITH THE CONSTRUCTION INDUSTRY EXEMPTION CONTAINED IN THE FIRST PROVISION TO SECTION 25 (E) THEREOF. THIS SECTION SHALL BE ENFORCED ONLY BY SUCH MEANS AND IN SUCH A MANNER AS IS PROVIDED OR PERMITTED BY APPROPRIATE STATE OR FEDERAL LAW.
3. IN THE EVENT THAT ENFORCEMENT OF PARAGRAPH "A" HEREIN IS RESTRAINED BY AN INJUNCTION BY THE UNITED STATES DISTRICT COURT OR OTHERWISE, EMPLOYER AGREES THAT HE/IT WILL NOT SUBCONTRACT ANY JOBSITE WORK, EXCEPT TO A SUBCONTRACTOR WHOSE LABOR COSTS ON SUCH JOB AT ALL TIMES DURING THE TERM OF HIS SUBCONTRACT, ARE NOT LESS THAN THOSE OF EMPLOYERS PERFORMING SIMILAR WORK TO THAT COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COSTS OF SUBSISTENCE, VACATION, HOLIDAY, MEDICAL, HOSPITALIZATION, WAGES, PREMIUMS, DENTAL, LIFE INSURANCE, AND RETIREMENT BENEFITS AS PROVIDED BY THIS AGREEMENT. THE EMPLOYER SHALL REQUIRE EACH SUCH SUBCONTRACTOR TO WEEKLY SUPPLY TO EMPLOYER, WHO WILL THEN UPON REQUEST, MAKE AVAILABLE TO THE UNION, A COPY OF THE SUBCONTRACTOR'S CERTIFIED LABOR COSTS FOR SUCH JOB, AND SHALL REQUIRE EACH SUCH SUBCONTRACTOR TO SUBMIT TO AN AUDIT OF THOSE LABOR COSTS BY A CERTIFIED PUBLIC ACCOUNTANT UPON THE REQUEST OF THE UNION. FAILURE TO COMPLY WITH THIS PROVISION SHALL ENTITLE THE UNION TO SEEK JUDICIAL REVIEW UPON WRITTEN NOTICE TO THE EMPLOYER AND THE SUBCONTRACTOR TO COMPEL THE SUSPENSION OF SUCH SUBCONTRACTOR'S WORK UNTIL THERE HAS BEEN COMPLIANCE, TOGETHER WITH ATTORNEY'S FEES FOR THE BRINGING OF SUCH ACTION.

- G. THE EMPLOYERS AND THE UNION RECOGNIZE THE DIFFICULTY IN OBTAINING COMPETITIVE BIDS TO SUB-CONTRACT WORK IN THE FIELD OF CURB, SIDEWALK, LANDSCAPING (NOT INCLUDING HYDROSEEDING OR SIMILAR PROCESS), SLURRY SEALING, OR PAINT STRIPING.

THE PARTIES AGREE: WHEN IT CAN BE DEMONSTRATED BY THE EMPLOYER THAT SIGNATORY SUBCONTRACTORS ARE NOT AVAILABLE OR DECLINE TO BID THEIR WORK COMPETITIVELY, AND NONE OF THE EMPLOYER'S EMPLOYEES ARE REPLACED OR DISPLACED FROM WORK,



THE EMPLOYER MAY SUBCONTRACT SUCH WORK TO ANY SUBCONTRACTOR IN ACCORDANCE WITH STATE AND FEDERAL LAW.

SECTION 26 – WAGES:

CLASSIFICATION AND PAY RATE SHALL BE THOSE LISTED ON APPENDIX "A" TO THIS AGREEMENT. FRINGE BENEFITS ARE LISTED ON APPENDIX "B" TO THIS AGREEMENT.

THE EMPLOYER MAY TRANSFER EMPLOYEES FROM ONE CLASSIFICATION TO ANY OTHER CLASSIFICATION WITHIN THE UNION'S JURISDICTION AT ANYTIME PROVIDED. THE EMPLOYEE SHALL RECEIVE FOR THE ENTIRE DAY THE RATE OF PAY OF THE HIGHEST CLASSIFICATION IN WHICH HE WORKED THAT DAY.

SECTION 27 – PUBLIC WORKS PROJECTS COVERED BY THE DAVIS BACON ACT AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE SECTION 1720 ET SEQ:

- A. IN THE EVENT THAT THE EMPLOYER BIDS AND CONTRACTS FOR A PUBLIC JOB OR PROJECT BY A FEDERAL, STATE, COUNTY, CITY, OR OTHER PUBLIC ENTITY WHICH IS TO BE PERFORMED AT A PREDETERMINED AND/OR PREVAILING WAGE RATE, ESTABLISHED BY THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS OR THE SECRETARY OF THE UNITED STATES DEPARTMENT OF LABOR, THE PREDETERMINED OR PREVAILING WAGE RATE ESTABLISHED FOR THE PROJECT SHALL BE ADOPTED AS THE WAGE AND FRINGE BENEFITS REQUIRED TO BE PAID UNDER THIS AGREEMENT FOR THAT PROJECT ONLY. IN THE EVENT THAT THE PREDETERMINED OR PREVAILING RATE FOR A PROJECT CHANGES DURING THE LIFE OF THE PROJECT, ANY SUCH CHANGE SHALL IMMEDIATELY BE ADOPTED AS THE WAGE AND FRINGE BENEFITS REQUIRED TO BE PAID UNDER THIS AGREEMENT.

- B. IF THERE IS AN INCREASE IN FRINGE BENEFIT CONTRIBUTION RATES UNDER THIS AGREEMENT DURING THE LIFE OF A PUBLIC WORKS PROJECT, THE FRINGE BENEFIT RATE INCREASE SHALL NOT APPLY TO CONTRACTORS WORKING ON PREDETERMINED OR PREVAILING WAGE PROJECTS UNLESS THE FRINGE BENEFIT RATE INCREASE IS INCORPORATED INTO THE PREDETERMINED OR PREVAILING RATES ESTABLISHED FOR THE PROJECT.

SECTION 28 – CREW COMPOSITION AND SIZE:

CREW COMPOSITION BY CLASSIFICATION SHALL BE DESIGNATED AT THE DISCRETION OF THE EMPLOYER.



SECTION 29 – ADA COMPLIANCE:

THE UNION AND THE EMPLOYER RECOGNIZE THAT SIGNIFICANT LEGAL OBLIGATIONS HAVE BEEN IMPOSED ON EMPLOYERS BY THE AMERICAN WITH DISABILITIES ACT (ADA). IT IS FURTHER RECOGNIZED THAT THE EXTENT OF THESE LEGAL OBLIGATIONS AND THE WAY IN WHICH THEY MUST BE MET IS PRESENTLY UNCLEAR. THE UNION AGREES, ON BEHALF OF ITSELF AND EMPLOYEES IT REPRESENTS, TO COOPERATE WITH THE EMPLOYER TO ENSURE THAT THE REQUIREMENTS OF THE ADA ARE COMPLIED WITH IN THE EVENT PROBLEMS ARISE OVER THE APPLICATION OVER ADA WITH THE TERMS OF THIS AGREEMENT. THE PROVISION OF SECTION 30 SHALL APPLY.

SECTION 30 – GENERAL SAVINGS CLAUSE:

IT IS NOT THE INTENT OF EITHER PARTY HERETO TO VIOLATE ANY LAWS, RULINGS, OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR AGENCY HAVING JURISDICTION OVER THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HERETO AGREE THAT IN THE EVENT ANY PROVISION OF THIS AGREEMENT IS FINALLY HELD OR DETERMINED TO BE ILLEGAL OR VOID AS BEING IN CONTRAVENTION OF ANY SUCH LAWS, RULINGS, OR REGULATIONS, THEY WILL PROMPTLY ENTER INTO LAWFUL NEGOTIATIONS CONCERNING THE SUBSTANCE THEREOF. IF ANY PART OR PARTS ARE HELD OR DETERMINED TO BE VOID OR ILLEGAL, THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, UNLESS THE PARTS SO FOUND TO BE VOID RENDER THE BALANCE OF THE AGREEMENT INOPERABLE.

SECTION 31 – TEAMSTER WORKING RULES:

A. FOREMAN:

1. WHEN ONLY TEAMSTERS ARE EMPLOYED ON A MAJOR SEGMENT OF A PROJECT, AND THE EMPLOYER DETERMINES THAT A FOREMAN IS REQUIRED, SUCH FOREMAN WILL BE A TEAMSTER.
2. WHEN AN EMPLOYER EMPLOYS ON HIS PAYROLL ON A JOBSITE, NINE (9) OR MORE TEAMSTERS OPERATING EQUIPMENT UNDER THE JURISDICTION OF THE TEAMSTERS, EXCLUDING PICKUPS AND MAINTENANCE EQUIPMENT, THE EMPLOYER SHALL DESIGNATE ONE (1) OF THEM AS TEAMSTER CRAFT FOREMAN, AND SUCH FOREMAN MAY BE A WORKING FOREMAN.
3. THE TEAMSTERS FOREMAN SHALL RECEIVE ONE DOLLAR (\$1.00) PER HOUR ABOVE THE HIGHEST PAID CLASSIFICATION UNDER HIS SUPERVISION.



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- B. THE FOLLOWING PROVISIONS APPLY TO OWNER OPERATORS PERFORMING JOBSITE WORK ONLY:
1. THE EMPLOYER MAY OBTAIN TRUCKS OR EQUIPMENT FROM ANY SOURCE; HOWEVER, THE OPERATORS ON SUCH TRUCKS OR EQUIPMENT WILL BE PROPERLY CLEARED BEFORE STARTING TO WORK ON THE SECOND (2ND) DAY. THE OWNER OPERATORS OF SUCH TRUCKS OR EQUIPMENT MUST FURNISH PROOF OF LEGAL OR REGISTERED OWNERSHIP. IN ORDER FOR THE OWNER OPERATOR TO BE PROPERLY CLEARED, HE MUST PRESENT HIMSELF AND PROOF OF LEGAL OR REGISTERED OWNERSHIP AT THE UNION'S OFFICE, AND ONCE PROPERLY CLEARED, SUCH CLEARANCE IS VALID IN SAN DIEGO COUNTY UNTIL THERE IS A CHANGE IN THE OWNER OPERATOR'S EQUIPMENT STATUS.
 2. THE CONTRACTOR EXPRESSLY RESERVES THE RIGHT TO CONTROL THE MANNER, TIME, MEANS AND DETAILS OF AND BY WHICH THE OWNER OPERATOR PERFORMS HIS SERVICES AS WELL AS THE ENDS TO BE ACCOMPLISHED, AND SHALL BE THE SOLE JUDGE OF THE CAPABILITY OF THE OWNER OPERATOR'S EQUIPMENT TO PERFORM THE WORK REQUIRED TO BE PERFORMED AND MAY, IF THE CONTRACTOR DETERMINES THAT THE OWNER OPERATOR'S EQUIPMENT IS NOT CAPABLE OF PERFORMING THE WORK REQUIRED TO BE PERFORMED, TERMINATE SUCH OWNER OPERATOR'S SERVICES. FAILURE TO WORK THE DAY OR ONE-HALF (1/2) DAY OUT, AS DIRECTED, SHALL TERMINATE THE OWNER OPERATOR'S EMPLOYMENT, AND HE SHALL BE PAID ONLY FOR ACTUAL TIME WORKED PRIOR TO SUCH FAILURE. THE CONTRACTOR SHALL NOT PAY FOR TIME SPENT BY THE OWNER OPERATOR IN REPAIRING, SERVICING, OR MAINTAINING HIS EQUIPMENT AFTER TERMINATION OF EMPLOYMENT, OR BEFORE OR AFTER HIS SHIFT OR HALF-SHIFT AS THE CASE MAY BE.
 3. THE OWNER OPERATOR SHALL BE CARRIED ON THE PAYROLL OF THE CONTRACTOR AS AN EMPLOYEE AND AS SUCH, ALL THE TERMS AND CONDITIONS OF THIS MASTER AGREEMENT AND ANY AMENDMENT OR AMENDMENTS THERETO SHALL BE APPLICABLE TO HIM, EXCEPT AS PROVIDED ELSEWHERE IN THIS SECTION AND EXCEPT THAT IN THE EVENT THAT IT IS DETERMINED THAT THE SERVICES OF AN OWNER OPERATOR WERE TERMINATED, ANY PAYMENT FOR TIME LOSS SHALL BE LIMITED TO THE WAGE AND FRINGE BENEFIT PAYMENTS PROVIDED IN THIS AGREEMENT, AND SHALL NOT IN ANY EVENT INCLUDE ANY PAYMENT WITH RESPECT TO THE EQUIPMENT OR THE LOSS OF USE THEREOF; AND EXCEPT, FURTHER, THAT THE OWNER OPERATOR SHALL NOT BE SUBJECT TO



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THE PROVISIONS OF PARAGRAPHS A, B, C, D, D-1, D-2, AND D-3 OF SECTION 14 OF THIS AGREEMENT.

4. THE HOURLY USAGE RATES FOR THE USE OF THE VARIOUS TYPES AND CLASSIFICATIONS OF MOTOR VEHICLES OR UNITS OF EQUIPMENT UTILIZED IN THE PERFORMANCE OF SERVICES HEREUNDER SHALL BE SET BY AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OPERATOR.
5. NO PROVISION OF OTHER SECTIONS OF THIS AGREEMENT SHALL BE INTERPRETED AS REQUIRING PAYMENTS FOR USE, MAINTENANCE, OR SERVICING OF THE OWNER OPERATOR'S EQUIPMENT.
6. SEPARATE CHECKS SHALL BE ISSUED BY THE CONTRACTOR FOR SUCH OWNER OPERATOR'S (A) WAGES AND (B) EQUIPMENT USAGE.
7. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND AGREED UPON BY AND BETWEEN THE PARTIES FOR THE OBJECTS AND PURPOSES EXPRESSED IN PARAGRAPH B9 OF THIS SECTION. THE PARTIES HAVE NOT UNDERTAKEN TO NEGOTIATE FOR THE EMPLOYEES, ANY PROFIT WHATSOEVER FOR THE LEASING AND RENTAL OF EQUIPMENT THEY DRIVE. ON THE CONTRARY, COMPENSATION FOR THE EQUIPMENT SHALL BE SET BY AGREEMENT BETWEEN THE CONTRACTOR AND THE OWNER OPERATOR.
8. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED THAT THE INTENT OF THIS SECTION IS TO ASSURE THE PAYMENT OF WAGES, FRINGES, AND CONDITIONS AS PROVIDED IN THIS MASTER AGREEMENT, AND TO PROHIBIT THE MAKING AND CARRYING OUT OF ANY PLAN, SCHEME, OR DEVICE TO CIRCUMVENT OR DEFEAT THE PAYMENT OF WAGES, FRINGES, AND CONDITIONS AS PROVIDED IN THIS MASTER AGREEMENT.
9. IT IS RECOGNIZED THAT MANY OWNER OPERATORS HAVE EXECUTED "SHORT FORM" AGREEMENTS WITH THE TEAMSTERS UNION WHICH INCORPORATES BY REFERENCE, PROVISIONS OF THIS MASTER AGREEMENT. THE PROVISIONS OF SUCH "SHORT FORM" AGREEMENT SHALL BE APPLICABLE TO SAID OWNER OPERATOR ONLY IN THEIR CAPACITY AS EMPLOYERS, I. E. WHEN SUCH OWNER OPERATORS ARE EMPLOYING ONE OR MORE EMPLOYEES. WHEN OWNER OPERATORS ARE WORKING ON A JOB COVERED BY THIS MASTER LABOR AGREEMENT, THEIR EMPLOYMENT SHALL BE COVERED BY THE OWNER OPERATOR CLAUSE OF THIS AGREEMENT.



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10. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION 31 SHALL BE APPLICABLE ONLY TO OWNER OPERATORS PERFORMING (OR WHOM, UPON THEIR EMPLOYMENT, WILL BE PERFORMING) WORK TO BE DONE UNDER SECTION 4.
11. IF THE EMPLOYER THROUGH A THREE (3) MAN COMMITTEE SELECTED IN ACCORDANCE WITH THE PROCEDURE DESCRIBED IN THE STEWARDS CLAUSE CONTAINED IN SECTION 10 IS FOUND VIOLATING ANY PORTION OF THIS SECTION, THE EMPLOYER SHALL IMMEDIATELY PAY FOR EACH OWNER OPERATOR WITH RESPECT TO WHOM THE EMPLOYER IS IN VIOLATION, A SUM EQUAL TO ONE (1) DAYS PAY AT THE HIGHEST HOURLY RATE COVERING WAGE AND FRINGE BENEFIT COSTS UNDER THIS AGREEMENT FOR EACH DAY OR PORTION THEREOF THE VIOLATION OCCURRED, SUCH MONEY TO BE MADE PAYABLE TO THE LEUKEMIA SOCIETY, SAN DIEGO CHAPTER, BY CHECK AND PROMPTLY MAILED TO TEAMSTERS, LOCAL NO. 36.
12. WHEN A TRUCK OR PIECE OF EQUIPMENT IS DRIVEN OR OPERATED BY ITS OWNERS AND IS USED ON WORK COVERED BY THIS AGREEMENT, THE OWNER DRIVER OR OPERATOR OF SAID TRUCK, OR PIECE OF EQUIPMENT, SHALL RECEIVE A RATE OF PAY NOT LESS THAN THAT SPECIFIED IN THIS AGREEMENT AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

C. SPECIAL WORKING RULES AND CONDITIONS FOR CONTRACTORS – PERMANENT SHOPS AND YARDS:

WORK PERFORMED IN THE CONTRACTOR'S PERMANENT SHOPS AND YARDS SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND SHALL CONFORM TO THE PROVISIONS CONTAINED IN SECTION 20 HEREIN.

D. GREASING AND FUELING:

ON A GREASE AND FUELING TRUCK, WHEN AN ENGINEER OILER AND A TEAMSTER FUELER WORK INTERCHANGEABLY SERVICING TRUCKS AND OTHER EQUIPMENT, THE RATES AND HOURS SHALL BE IDENTICAL.

E. TEAMSTER-ENGINEER SHIFT WORK:

TEAMSTER EMPLOYEES WORKING ON A PHASE OF A PROJECT WITH OPERATING ENGINEERS WILL WORK THE SAME SHIFT ARRANGEMENT, EXCEPT AS PROVIDED FOR IN SECTION 20 HEREOF WHERE THE



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CONTRACTOR SCHEDULES A SATURDAY MAKE-UP DAY AND/OR A FOUR (4) DAY TEN (10) HOUR PER DAY SHIFT ARRANGEMENT.

F. TOOLS AND TOOL SECURITY:

1. WRENCHES OVER TWO (2) INCHES AND SOCKET WRENCHES MORE THAN THREE-QUARTER (3/4) INCH DRIVE, AND ALL TORQUE WRENCHES, SHALL BE FURNISHED BY THE EMPLOYER.
2. THE INDIVIDUAL EMPLOYER SHALL PROVIDE AT EACH YARD OR JOBSITE, A SECURE PLACE WHERE HIS TEAMSTER MECHANIC AND/OR HELPER MAY KEEP HIS TOOLS. IF ALL OR ANY PART OF A TEAMSTER MECHANIC AND/OR HELPER'S KIT OR WORKING TOOLS IS LOST BY REASONS OF THE FAILURE OF THE INDIVIDUAL EMPLOYER TO PROVIDE SUCH A SECURE PLACE, OR BY FIRE, FLOOD, OR THEFT INVOLVING FORCIBLE ENTRY WHILE IN THE SECURE PLACE DESIGNATED BY THE INDIVIDUAL EMPLOYER, THE INDIVIDUAL EMPLOYER SHALL REIMBURSE SUCH TEAMSTER MECHANIC AND/OR HELPER FOR ANY SUCH LOSS, SUBJECT TO A MINIMUM LOSS OF \$50.00 AND A MAXIMUM LOSS OF \$8,500.00. IN ORDER TO OBTAIN THE BENEFITS OF THIS PARAGRAPH, A TEAMSTER MECHANIC AND/OR HELPER MAY BE REQUIRED TO PROVIDE THE INDIVIDUAL EMPLOYER WITH THE INVENTORY OF HIS TOOLS AT THE TIME HE COMMENCES WORK AND AN ADDITIONAL INVENTORY EVERY THREE (3) MONTHS.

G. MOVEMENT OF EQUIPMENT:

WHEN EQUIPMENT IS MOVED FROM ONE CONSTRUCTION JOB TO ANOTHER, OR FROM YARD TO JOBSITE, OR VICE VERSA, BY AN EMPLOYEE COVERED BY THIS AGREEMENT, SUCH TRANSPORTATION SHALL BE UNDER THE WAGE SCALE AND CONDITIONS OF THIS AGREEMENT. IN ADDITION, THE DRIVER TRANSPORTING SUCH EQUIPMENT WILL BE PAID REASONABLE EXPENSES INCURRED ON SUCH TRIP AND WILL BE GIVEN RETURN TRANSPORTATION OR A REASONABLE ALLOWANCE, THEREFORE, FROM THE POINT OF DELIVERY OF THE EQUIPMENT DIRECT TO HIS STARTING PLACE, AND PAY THEREFORE AT THE REGULAR STRAIGHT TIME HOURLY WAGE RATE FOR THE ACTUAL HOURS SPENT IN TRAVELING; PROVIDED, THAT HE SHALL NOT BE PAID MORE THAN EIGHT (8) HOURS STRAIGHT TIME PAY AT HIS REGULAR WAGE RATE.

H. ASSIGNED EQUIPMENT OVERTIME:

THE INDIVIDUAL EMPLOYEE OR CREW REGULARLY ASSIGNED TO A PIECE OF EQUIPMENT SHALL BE GIVEN PREFERENCE WHEN AVAILABLE, AND



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ABILITY BEING COMPARABLE WHEN THE PIECE OF EQUIPMENT IS REQUIRED, TO DO OVERTIME WORK.

I. FINES:

THE EMPLOYER WILL PAY FINES RESULTING FROM OVERLOADING TRUCKS WHEN SAME HAS BEEN DONE UNDER THE DIRECT ORDERS OF THE EMPLOYER OR ANY OF HIS AGENTS AUTHORIZED TO ISSUE SUCH ORDER.

J. PICK-UP TRUCK:

PICK-UP TRUCKS OTHER THAN THOSE SUBSTANTIALLY USED BY JOB FOREMEN AND SUPERINTENDENTS WHEN USED FOR THE PURPOSE OF HAULING SUPPLIES OR MATERIALS TO OR ON THE JOBSITE, INCLUDING PULLING LIGHT TRAILERS WITH SUPPLIES OR MATERIALS AND/OR BY ANY OTHER MOTIVE POWER ON THE JOBSITE, THE DRIVER IS TO BE A TEAMSTER.

K. DRIVERS ASSIGNED TO TRUCKS:

TRUCK DRIVERS MAY LOAD AND UNLOAD THE TRUCK THEY ARE ASSIGNED.

L. BOOTMEN'S CLOTHING:

EMPLOYERS TO FURNISH OILSKINS, JACKET AND TROUSERS, RUBBER BOOTS AND GLOVES TO BOOTMEN WORKING ON ROAD OILERS.

M. WARRANTY CLAUSE:

NOTHING IN THIS AGREEMENT SHALL LIMIT THE RIGHT OF CONTRACTORS TO UTILIZE MACHINERY AND EQUIPMENT DEALERS TO PERFORM MAJOR REPAIRS AND WARRANTY WORK ON MACHINERY AND EQUIPMENT ON OR OFF THE JOBSITE. ALL OTHER MAINTENANCE AND REPAIRS WHICH ARE NORMALLY AND CUSTOMARILY PERFORMED BY PERSONS IN THE CLASSIFICATION OF REPAIRMAN SHALL BE PERFORMED BY EMPLOYEES COVERED BY THIS AGREEMENT.

N. ASPHALT AND MATERIAL PLANTS:

WORK PERFORMED AT THE EMPLOYER'S ASPHALT AND MATERIAL PLANTS SHALL BE COVERED UNDER THE TERMS OF THIS AGREEMENT AND SHALL CONFORM TO SECTION 20 HEREOF.



O. GROUP CLASSIFICATION:

1. **GROUP I (SEE APPENDIX "A")**

SWAMPERS, HELPERS, FUELMAN (FUELER WITHOUT TRUCKS),
MECHANIC TRAINEE AND DELIVERY BY PICKUP TRUCKS.

GROUP II

2 AXLE DUMP TRUCKS
2 AXLE FLAT BED
BUNKERMAN
CONCRETE PUMPING TRUCK
INDUSTRIAL LIFT TRUCK
MOTORIZED TRAFFIC CONTROL, PICK-UP TRUCK ON JOBSITE
TRUCK REPAIRMAN HELPER
WELDER HELPER
WAREHOUSEMEN
WAREHOUSE CLERK
FORKLIFT UNDER 15,000 LBS.

GROUP III

2 AXLE WATER TRUCK
3 AXLE DUMP TRUCK
3 AXLE FLAT BED
EROSION CONTROL NOZZLEMAN
DUMP CRETE TRUCK LESS THAN 6 ½ YARDS
FORKLIFT 15,000 LBS. AND OVER
PRELL TRUCK
PIPELINE WORK TRUCK DRIVER
ROAD OIL SPREADER, CEMENT DISTRIBUTOR, OR SLURRY DRIVER
BOOTMAN
ROSS CARRIER

GROUP IV

OFF-ROAD DUMP TRUCKS UNDER 35 TONS MFG RATED CAPACITY
4 AXLES BUT LESS THAN 7 AXLES
LOW-BED TRUCK AND TRAILER
TRANSIT MIX TRUCKS UNDER 8 YARDS
3 AXLE WATER TRUCKS
EROSION CONTROL DRIVER
GROUT MIXER TRUCK
DUMP CRETE 6 ½ YARDS AND OVER
DUMPSTER TRUCKS



DW 10'S, 20'S AND OVER
FUEL TRUCK AND DYNAMITE
TRUCK GREASER
TRUCK MOUNTED MOBILE SWEEPER
WINCH TRUCK 2 AXLES

GROUP V

OFF-ROAD DUMP TRUCKS 35 TONS AND OVER MFG RATED
CAPACITY
7 AXLES OR MORE
TRANSIT MIX TRUCKS 8 YARDS AND OVER
A FRAME TRUCKS OR SWEDISH CRANES
TIREMAN
WELDERS
WINCH TRUCK 3 AXLES OR MORE

GROUP VI

OFF ROAD SPECIAL EQUIPMENT (INCLUDING BUT NOT LIMITED TO
WATER PULL TANKERS, ATHEY WAGONS, DJB, B70 EUCLIDS OR LIKE
EQUIPMENT)

GROUP VII

REPAIRMAN

2. **DUAL CARDS:**

- A. WHEN THE EMPLOYER REQUIRES THE EMPLOYEE TO CARRY DUAL UNION CARDS, THE EMPLOYEE WILL RECEIVE \$.15 PER HOUR ABOVE THE RATE OF THE HIGHER CLASSIFICATION. THE EMPLOYEE WILL OBTAIN WORK REFERRAL FROM BOTH UNIONS INVOLVED.
- B. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THE PRACTICE OF REQUIRING SOME EMPLOYEES TO CARRY DUAL UNION CARDS. THE NEED FOR THIS PRACTICE IS PRIMARILY IN A SMALL EMPLOYEE WORK FORCE UNION WHERE TEAMSTERS MAY PERFORM WORK IN OTHER UNION JURISDICTIONS.
- C. IN ORDER TO AVOID ADVERSE SELECTION RESULTING FROM MULTIPLE HEALTH AND WELFARE FUND DESIGNATION, THE PARTIES AGREE THAT A DUAL CARD EMPLOYEE MUST MAKE A PERMANENT ONE-TIME DESIGNATION OF THE PENSION



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FUND WHICH WILL PROVIDE HIS RETIREMENT BENEFITS. THIS DESIGNATION MUST BE MADE AT THE TIME HE BECOMES A DUAL CARD EMPLOYEE AND MUST BE MADE ON A BENEFIT FUND ELECTION FORM, A COPY OF WHICH, IF APPLICABLE TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION FUND MUST BE FORWARDED TO THE TRUST ADMINISTRATIVE OFFICE.

P. OVERTIME:

ALL OVERTIME RATES ARE AT TIME AND ONE-HALF EXCEPT SUNDAYS AND HOLIDAYS WHICH ARE DOUBLE TIME. AFTER 12 CONSECUTIVE HOURS WORKED SHALL BE PAID AT THE APPLICABLE OVERTIME RATE. WHEN TEAMSTERS ARE WORKING ON AN INTEGRATED BASIS WITH OTHER CRAFTS OR TRADES, THEY SHALL BE COMPENSATED ON THE SAME PREMIUM OVERTIME CONDITIONS AS THE TRADE OR CRAFT WITH WHICH THEY ARE WORKING ON AN INTEGRATED BASIS, EXCEPT AS PROVIDED FOR IN SECTION 20 HEREOF, WHERE THE CONTRACTOR SCHEDULES A SATURDAY MAKE UP DAY AND/OR A FOUR (4) DAY, TEN (10) HOUR PER DAY, SHIFT ARRANGEMENT.

Q. VACATION-HOLIDAY FUND:

THE EMPLOYER AGREES TO CONTINUE TO PAY THE AMOUNT PRESCRIBED IN APPENDIX "B" OF THIS SECTION 31 INTO THE SAN DIEGO CONSTRUCTION TEAMSTER VACATION-HOLIDAY FUND FOR EACH HOUR WORKED BY OR PAID TO EMPLOYEES IN ALL TEAMSTERS CLASSIFICATIONS. THE EMPLOYER HEREBY ACCEPTS, RATIFIES, AND BECOMES BOUND BY THE TERMS OF THAT CERTAIN AGREEMENT AND DECLARATION OF TRUST EXECUTED NOVEMBER 8, 1963, AS AMENDED, AND AS IT SHALL BE AMENDED, THE SAME AS THOUGH HE WERE SIGNATORY THERETO.

1. TEAMSTER VACATION:

THE EMPLOYEE MAY TAKE TIME OFF FOR A VACATION; HOWEVER, THE TIME TO BE TAKEN OFF SHALL BE MUTUALLY AGREED UPON IN ADVANCE BY THE EMPLOYER AND THE EMPLOYEE.

R. HEALTH AND WELFARE:

THE EMPLOYER AGREES TO PAY INTO THE TEAMSTERS HEALTH AND WELFARE TRUST OF SAN DIEGO COUNTY, THE AMOUNT DESIGNATED IN APPENDIX "B" OF THIS SECTION 31 FOR EACH HOUR WORKED OR PAID TO



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EMPLOYEES IN ALL TEAMSTER CLASSIFICATIONS. THE EMPLOYER FURTHER ACCEPTS ALL OF THE TERMS AND CONDITIONS OF SAID TRUST AS AMENDED, AND AGREES TO BE BOUND THERETO IN EVERY WAY, INCLUDING THE OBLIGATION TO MAKE THE REQUIRED PERIODIC CONTRIBUTIONS AND PAYMENTS.

S. PENSION PLAN:

1. THE EMPLOYER AGREES TO CONTINUE TO PAY INTO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND, THE AMOUNTS DESIGNATED IN APPENDIX "B" OF THIS SECTION 31 FOR EACH HOUR WORKED OR PAID TO EMPLOYEES IN ALL TEAMSTERS CLASSIFICATIONS.

THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST AN ADDITIONAL 16 1/2% PER HOUR TO PROVIDE THE PROGRAM FOR ENHANCED EARLY RETIREMENT (PEER/80). THE CONTRIBUTION SHALL BE PAID ON THE SAME BASIS AS THE CONTRIBUTION FOR THE BASIC PLAN. THE TOTAL CONTRIBUTION AS REFLECTED IN APPENDIX "B" INCLUDES THE 16 1/2% PEER CONTRIBUTION. 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 16 1/2% OF THE BASIC CONTRIBUTION AND CANNOT BE DECREASED OR DISCONTINUED DURING THE LIFE OF THIS AGREEMENT.

THE EMPLOYER AND THE UNION AGREE TO EXECUTE THE NECESSARY TRUST DOCUMENTS REQUIRED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST AS A CONDITION OF PARTICIPATION IN SUCH TRUST. THE EMPLOYER HEREBY ACCEPTS, RATIFIES, AND BECOMES BOUND BY THE TERMS OF THAT CERTAIN AGREEMENT AND DECLARATION OF TRUST EXECUTED APRIL 26, 1955, AS AMENDED, AND AS IT SHALL BE AMENDED, THE SAME AS THOUGH HE WERE SIGNATORY THERETO.

IT IS UNDERSTOOD THAT THE EMPLOYER'S OBLIGATION UNDER THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST PROVISIONS OF THIS AGREEMENT ARE SATISFIED BY THE PAYMENT OF THE CONTRIBUTIONS AS DESCRIBED ABOVE.

2. THE EMPLOYER AGREES TO PAY INTO THE SAN DIEGO COUNTY CONSTRUCTION SUPPLEMENTAL PENSION TRUST THROUGH THE



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DESIGNATED ADMINISTRATOR, THE AMOUNT DESIGNATED IN APPENDIX "B" OF THIS SECTION 31 FOR EACH HOUR WORKED BY OR PAID TO EMPLOYEES IN ALL TEAMSTER CLASSIFICATIONS.

THE EMPLOYER HEREBY ACCEPTS, RATIFIES, AND BECOMES BOUND BY THE TERMS OF THAT CERTAIN AGREEMENT AND DECLARATION OF TRUST, AS AMENDED, AND AS IT SHALL BE AMENDED, THE SAME AS THOUGH HE WERE SIGNATORY THERETO.

T. ASSIGNMENT CLAUSE:

THIS AGREEMENT WILL IN NO WAY NEGATE EXISTING JURISDICTIONAL AGREEMENTS BETWEEN CRAFTS.

U. WORKING ASSESSMENT:

THE EMPLOYER SHALL PAY THE AMOUNT DESIGNATED IN APPENDIX "B" OF THIS SECTION 31 FOR EACH HOUR WORKED OR PAID TO EACH TEAMSTER EMPLOYEE INTO A WORKING ASSESSMENT FUND.

V. TRAINING AND RETRAINING PROGRAM:

THE EMPLOYER AGREES TO PAY INTO THE SAN DIEGO COUNTY CONSTRUCTION TEAMSTERS TRAINING AND RETRAINING TRUST FUND THE AMOUNT DESIGNATED IN APPENDIX "B" OF THIS SECTION 31 FOR EACH HOUR WORKED OR PAID TO EMPLOYEES IN ALL TEAMSTER CLASSIFICATIONS.

W. PHYSICAL EXAMS – LABOR CODE:

ANY EMPLOYER WHO REQUIRES, AS A CONDITION OF EMPLOYMENT, THAT AN EMPLOYEE HAVE A DRIVER'S LICENSE SHALL PAY THE COST OF ANY PHYSICAL EXAMINATION OF THE EMPLOYEE WHICH MAY BE REQUIRED FOR ISSUANCE OF SUCH LICENSE, EXCEPT WHERE THE PHYSICAL EXAMINATION WAS TAKEN PRIOR TO THE TIME THE EMPLOYEE APPLIED FOR SUCH EMPLOYMENT WITH THE EMPLOYER (ADDED BY STATS. 1971, CH. 1279.)

X. ALL FACTORS BEING EQUAL, LENGTH OF SERVICE WITH THE EMPLOYER MAY BE CONSIDERED THE KEY FACTOR WITH RESPECT TO THE ASSIGNMENT OF EQUIPMENT, SHIFTS, AND LAYOFFS.

Y. WORKING ASSESSMENT DEDUCTION:

1. IN ORDER TO MORE FAIRLY APPORTION THE BURDEN OF THE EXPENSE OF THE OPERATION OF THE UNION BETWEEN ITS



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MEMBERS WHO ARE WORKING AND THOSE WHO ARE NOT, THE UNION HAS ADOPTED, PURSUANT TO ITS CONSTITUTION AND BY-LAWS, A WORKING ASSESSMENT CHECK-OFF PROGRAM BASED UPON THE NUMBER OF HOURS ACTUALLY WORKED BY EACH OF ITS MEMBERS. IT IS THE INTENT OF THE PARTIES THAT THIS WORKING ASSESSMENT CHECK-OFF PROGRAM SHALL CONFORM IN ALL RESPECTS WITH THE SPIRIT AND LETTER OF THE PROVISIONS OF §§302(C) OF THE LABOR MANAGEMENT RELATIONS ACT OF 1947, AS AMENDED.

2. UPON AN EMPLOYEE'S VOLUNTARY WRITTEN ASSIGNMENT, THE EMPLOYER SHALL DEDUCT FROM THE SALARY OR WAGES OF SUCH EMPLOYEE AND PAY TO THE UNION ON THE FIRST (1ST) DAY OF EACH MONTH, BUT NO LATER THAN THE TENTH (10TH) DAY OF EACH MONTH, UNION MEMBERSHIP WORKING ASSESSMENT IN THE AMOUNT DESIGNATED IN APPENDIX "B" OF THIS SECTION 31 FOR TEAMSTERS, FOR EACH HOUR ACTUALLY WORKED BY OR PAID TO SUCH EMPLOYEE. AN EMPLOYEE'S VOLUNTARY WRITTEN ASSIGNMENT SHALL REMAIN EFFECTIVE IN ACCORDANCE WITH THE TERMS OF SUCH ASSIGNMENTS. ALL DEDUCTIONS SHALL BE MADE IN CONFORMITY WITH LOCAL, STATE AND FEDERAL LAWS.
3. EACH EMPLOYER WHO IS A PARTY TO THIS AGREEMENT HEREBY NOMINATES AND APPOINTS THE ADMINISTRATOR OF THE UNION BENEFIT FUNDS AS ITS AGENT TO RECEIVE ALL WRITTEN ASSIGNMENTS FOR WAGE DEDUCTIONS, FOR WORKING ASSESSMENT FROM MEMBERS OF THE UNION, AND TO RECEIVE ALL REVOCATION THEREOF. THE EMPLOYER SHALL TRANSMIT THE WORKING ASSESSMENT DEDUCTED FROM WAGES UNLESS IT HAS RECEIVED NOTIFICATION FROM THE UNION TO THE CONTRARY, AND DEPOSIT SUCH SUMS WITH THE ADMINISTRATOR OF THE BENEFITS FUNDS AND REPORT THE SAME IN ACCORDANCE WITH PROCEDURES AGREED UPON BY THE ADMINISTRATOR OF THE BENEFIT FUNDS OF THE UNION.
4. THE UNION SHALL INDEMNIFY AND HOLD EACH EMPLOYER HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, OR OTHER FORMS OF LIABILITY THAT SHALL ARISE OUT OF, OR BY REASON OF, ANY ERRONEOUS WAGE DEDUCTION FOR WORKING ASSESSMENT FROM AN EMPLOYER, UNLESS THE UNION HAD AT THE TIME OF DISPATCH NOTIFIED IN WRITING THE EMPLOYER OF THE NON-EXISTENCE OF SUCH WAGE ASSIGNMENT, OR UNLESS THE EMPLOYER HAD THERETOFORE BEEN NOTIFIED IN WRITING BY THE ADMINISTRATOR OF EITHER THE LACK OR LAPSE OF SUCH WAGE ASSIGNMENT.



Z. OFFSITE COVERAGE:

1. THE EMPLOYER AGREES TO APPLY THIS PARAGRAPH Z TO ALL CLASSIFICATIONS SET FORTH IN PARAGRAPH O OF THIS SECTION EXCEPT CEMENT DISTRIBUTOR, EROSION CONTROL DRIVER, DUMP CRETE TRUCKS, OFF ROAD DUMP TRUCKS, TRANSIT MIX TRUCKS, DUMPSTER TRUCKS, DW 10'S, 20'S AND OVER, AND A-FRAME TRUCKS.

2. THE EMPLOYER AGREES THAT WITH RESPECT TO WORK WHICH IS NOT ENTIRELY JOBSITE WORK AND WHICH IS NEITHER SITE PREPARATION NOR ROAD/BRIDGE CONSTRUCTION, THE FOLLOWING SECTIONS OF THE MASTER LABOR AGREEMENT SHALL APPLY: SECTIONS 1, 2, 3, 4, (EXCEPT THE FIRST SENTENCE OF PARAGRAPH 2), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 – (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (BB).

3.
 - a. BECAUSE OF THE UNION'S CONCERN THAT SUBCONTRACTORS WHO ARE NOT SUBJECT TO THE SAME TOTAL LABOR COSTS AS THOSE WHO ARE PARTY HERETO WILL DEPRIVE UNION MEMBERS EMPLOYED HEREUNDER OF WORK OPPORTUNITIES BECAUSE OF LOWER LABOR COSTS, IT IS AGREED AS FOLLOWS:

 - b. DEFINITION OF SUBCONTRACTOR: A SUBCONTRACTOR IS DEFINED AS ANY PERSON (OTHER THAN AN EMPLOYEE COVERED BY THIS AGREEMENT), FIRM, OR CORPORATION WHO AGREES IN WRITING TO PERFORM OR WHO IN FACT PERFORMS FOR OR ON BEHALF OF AN INDIVIDUAL CONTRACTOR, ANY PART OR PORTION OF THIS WORK COVERED BY THIS PARAGRAPH OF THIS AGREEMENT.

 - c. CONTRACTOR AGREES TO SUBCONTRACT ONLY TO A CONTRACTOR WHOSE LABOR COSTS ON SUCH JOBS, AT ALL TIMES DURING THE TERM OF HIS SUBCONTRACT HEREUNDER, ARE NOT LESS THAN THOSE OF CONTRACTORS PERFORMING WORK COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COSTS OF SUBSISTENCE, VACATION, HOLIDAY, MEDICAL, HOSPITALIZATION, WAGES, PREMIUM, DENTAL, LIFE INSURANCE, AND RETIREMENT BENEFITS AS PROVIDED BY THIS AGREEMENT.



AA. PAVING JOBS:

SHOULD ANY PAVING OR PAVING MAINTENANCE JOB, AND ONLY A PAVING OR PAVING MAINTENANCE JOB, BY NECESSITY AND BID DOCUMENT, SPECIFICATION, OR SOLICITATION, REQUIRE THAT THE PAVING PORTION OF THE JOB BE PERFORMED ON A SATURDAY, AND/OR SUNDAY, SECTION 20 A 3, 20 B 5, 25 A, 25 B, AND 25 C, SHALL NOT APPLY FOR THAT WORK ONLY.

1. FOR PAVING WORK PERFORMED BETWEEN 5:00 A.M. AND 6:00 P.M., EMPLOYEES PERFORMING THAT WORK SHALL BE PAID AT THEIR STRAIGHT TIME WAGE AND FRINGE BENEFITS.
2. ALL PAVING WORK BEFORE 5:00 A.M. AND/OR AFTER 6:00 P.M., OR IN EXCESS OF EIGHT (8) CONSECUTIVE HOURS, EXCLUSIVE OF MEAL PERIOD, AND ALL SUCH WORK PERFORMED ON A SATURDAY AND SUNDAY IN EXCESS OF FORTY (40) HOURS PER WEEK, SHALL BE PAID AT THE RATE OF TIME AND A HALF
3. THE EMPLOYER SHALL PERFORM WORK COVERED BY THIS SECTION ONLY WITH ITS OWN EMPLOYEES. IN ORDER TO INCREASE JOB OPPORTUNITIES FOR LOCAL 36 MEMBERS, THE EMPLOYER SHALL NOT SUBCONTRACT WORK COVERED BY THIS SECTION TO ANYONE EXCEPT BY MUTUAL CONSENT OF THE PARTIES TO THIS AGREEMENT.
4. AT LEAST ONE (1) DAY PRIOR TO COMMENCEMENT OF THE PAVING WORK ON A SATURDAY OR SUNDAY, THE EMPLOYER MUST CALL A PRE-JOB CONFERENCE AND PRESENT TO THE UNION REPRESENTATIVE AN APPROPRIATE BID OR OTHER DOCUMENT SUFFICIENT TO SATISFY THE UNION THAT THE PAVING WORK MUST BE PERFORMED ON A SATURDAY AND/OR SUNDAY.
5. THE ASSIGNMENT OF WORK PURSUANT TO THIS SECTION SHALL BE ON A STRICTLY VOLUNTARY BASIS. NO EMPLOYEE SHALL BE DISCRIMINATED AGAINST, DISCIPLINED, OR DISCHARGED FOR DECLINING WEEKEND WORK AS SET FORTH IN THIS SECTION. SHOULD AN INSUFFICIENT NUMBER OF EMPLOYEES CHOOSE TO PERFORM THE WEEKEND WORK, THE UNIONS SHALL DISPATCH OUT OF WORK EMPLOYEES FROM ITS OUT OF WORK LIST FOR THE SATURDAY AND SUNDAY WORK ONLY. A DISPATCH FOR THIS WORK ONLY SHALL NOT CHANGE THE EMPLOYEE'S POSITION ON THE OUT OF WORK LIST FOR DISPATCH TO FULL TIME EMPLOYMENT.



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BB. ANYONE WORKING ON A HAZMAT JOB, WHERE HAZMAT CERTIFICATION IS REQUIRED, SHALL BE COMPENSATED AT A PREMIUM, IN ADDITION TO THE CLASSIFICATION WORKING IN AS FOLLOWS:

LEVELS A, B AND C: + \$1.00 PER HOUR

LEVEL A: UTILIZES A FULLY ENCAPSULATED SUIT WITH A SELF CONTAINED BREATHING APPARATUS OR A SUPPLIED AIR LINE.

LEVEL B: USES SAME RESPIRATOR PROTECTION AS LEVEL A. SUPPLIED AIR LINE IS PROVIDED IN CONJUNCTION WITH A CHEMICAL "SPLASH SUIT".

LEVEL C: USES AN AIR PURIFYING RESPIRATOR OR ADDITIONAL PROTECTIVE CLOTHING.

WHERE EMPLOYEES ARE REQUIRED TO WEAR GLASSES, THE COMPANY SHALL FURNISH THE REQUIRED MASKED GLASSES.

EMPLOYEES SHALL BE PAID HAZMAT PAY IN INCREMENTS OF FOUR (4) AND EIGHT (8) HOURS.



APPENDIX A

WAGE RATES

	<u>06/12/04</u>	<u>06/12/05</u>	<u>06/12/06</u>
		*+ \$1.35	*+ \$1.35
GROUP I	\$12.06		
GROUP II	21.65		
GROUP III	21.85		
GROUP IV	22.05		
GROUP V	22.25		
GROUP VI	22.75		
GROUP VII	24.25		

* THE UNION MAY ALLOCATE A PORTION OF THE HOURLY WAGE RATE LISTED ABOVE AFTER SIXTY (60) DAYS WRITTEN NOTIFICATION IN ADVANCE TO THE EMPLOYER.

APPENDIX B

FRINGE BENEFITS

<u>EFFECTIVE:</u>	<u>06/12/04</u>
HEALTH AND WELFARE	\$ 5.26
PENSION (WCT- PEER/80)	4.08
PENSION – SUPPLEMENTAL	.35
VACATION/HOLIDAY PAY	2.25
TRAINING & RETRAINING	.33
WORKING ASSESSMENT	.50



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AGREED THIS 11TH DAY OF JULY, 2004.

FOR THE UNION:

BUILDING MATERIAL, CONSTRUCTION, INDUSTRIAL, PROFESSIONAL AND
TECHNICAL TEAMSTERS, LOCAL #36

ARTHUR A. CANTU SECRETARY-TREASURER

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF AMERICA,
SAN DIEGO CHAPTER, INC.

JAMES RYAN, EXECUTIVE VICE PRESIDENT