

Cornell University  
ILR School

### BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements** (for a glossary of the elements see -  
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Western Construction, Inc.; Desert Sage Contractors, Inc. and International Union of Operating Engineers (IUOE), AFL-CIO; Laborers International Union of North America (LIUNA); International Brotherhood of Teamsters (IBT Locals 370; 155; 983, 483 (2001)**

K#: **8981**

Employer Name: **Western Construction, Inc, and Desert Sage Contractors, Inc.**

Location: **ID**

Union: **International Union of Operating Engineers (IUOE), AFL-CIO; Laborers International Union of North America (LIUNA); International Brotherhood of Teamsters (IBT)**

Local: **370; 155; 983, 483**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **1250**

Effective Date: **01/01/01**

Expiration Date: **12/31/03**

Number of Pages: **29**

Other Years Available: **N**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

1/1/2001 - 12/31/2003

ORIGINAL

K 8981  
1,250 workers  
29 pgs.

## SOUTHERN IDAHO MASTER LABOR AGREEMENT

### PREAMBLE

This Agreement is entered into this 1st day of January, 2001, by and between WESTERN CONSTRUCTION, INC., and DESERT SAGE CONTRACTORS, INC. hereinafter referred to as the Contractors, and the 5 BASIC CRAFTS and those unions signatory hereto, hereinafter referred to as the Union.

### ARTICLE I. RECOGNITION

The Union is recognized as the sole bargaining agent for all journeymen, helpers and apprentice operating engineers, teamsters and laborers employed by the Contractor in the traditional craft jurisdictions of Operating Engineers Local 370, Laborers Local 155, and Teamsters Locals 983 and 483; BUT EXCLUDING office clerical employees, professional employees, permanent shop employees, master mechanics, timekeepers, clerks, messengers, guards and supervisors, as defined in the Act.

### ARTICLE II. PURPOSE

SECTION 1. The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to provide the public with improved services and a better quality of product and workmanship, to stabilize conditions in all construction work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Contractor and the Union to the mutual advantage of the parties and the public.

SECTION 2. All parties to this Agreement, recognizing the need for continuous discussion and meeting for constant improvement and administration of this collective bargaining agreement, shall meet periodically and under special conditions to discuss any problems that arise and to attempt to arrive at solutions to the mutual interest of all parties to this Agreement, the industry, and the public in general.

### ARTICLE III. TERRITORY

SECTION 1. FOR ALL CRAFTS SIGNATORY TO THIS AGREEMENT: this Agreement shall cover all construction work in all the area lying within the boundaries within the state of Idaho, south of Parallel 46 which parallel is the extension of the Oregon-Washington state line eastward from the Idaho-Oregon state line on the west to the Idaho-Montana state line on the east.

SECTION 2. The territory of each Teamster local union is herein defined as follows:

Local No. 483: That portion of Idaho County south of an imaginary line drawn from the Snake River through the north city limits of Riggins, Idaho, east to the Lemhi County line; and the following counties: Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore, Owyhee, Camas, Blaine, Gooding, Lincoln, Minidoka, Jerome, Twin Falls and Cassia.

Local No. 983: The following counties: Lemhi, Custer, Clark, Fremont, Jefferson, Madison, Teton, Butte, Bonneville, Bingham, Bannock, Caribou, Power, Oneida, Franklin and Bear Lake.

#### **ARTICLE IV. WORK COVERED**

SECTION 1. This Agreement shall cover the employment of the employees employed by the Contractor for the performance of all heavy, highway and building construction work within the territory described in Article III. Work covered under this Agreement shall include and not be limited to the following:

All work arising from or connected with the construction of all roads, highways, streets, airports, railroads, monorails, bridges, overpasses, underpasses, sewers, drainage projects, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, aqueducts, transmission lines including electric, telephone and television lines (both above and below ground), main pipelines including gas, oil, water and slurry, power generator projects including atomic, hydro electric, and fuel fired, atomic energy development, missile sites and launching facilities, industrial construction, and commercial construction including modification thereof or addition thereto, as bid upon and awarded to the contractor.

SECTION 2. There shall be no limitation as to the amount of work a man shall perform during his working day, nor shall there be any restriction of the use of machinery, tools or materials furnished by the Contractor, except as are declared by established state construction safety codes to be injurious to health or safety or by established working conditions attached hereto as said working conditions are generally and specifically qualified by this Agreement.

SECTION 3. CUSTOM, MINING AND PROJECT AGREEMENTS. The provisions of this Agreement shall not apply to custom, mining or project agreement work.

On such work the contractors and the unions agree to enter into negotiations for custom, mining or project agreements.

SECTION 4. SPECIAL CONDITIONS. Both parties recognize that there may be extenuating circumstances when it will be to the mutual best interests of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need.

## **ARTICLE V. HOURS OF WORK-SHIFT-OVERTIME**

SECTION 1. HOURS OF WORK AND SHIFTS. Workday-Workweek: The workday for each employee shall be computed as that twenty-four (24) hour period beginning with the regular starting time of his shift and ending with the regular starting time of the same shift the following day. The workweek for each company shall be computed as seven (7) consecutive days, beginning with the start of the day shift on Monday.

SECTION 2. SHIFTS ARRANGEMENTS. For the purpose of this Article, a full shift period shall be considered the regularly scheduled hours of work for each shift and all shifts shall be considered as part of the regular workday or workweek in which the first shift is started.

SECTION 3. OVERTIME. All work performed in excess of forty (40) hours in the workweek shall be paid for at one and one-half times the straight time hourly wage rate.

## **ARTICLE VI. HOLIDAYS**

Holidays recognized under this Agreement shall be as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, and Christmas Day. Should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and be observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the date of the holiday. No work shall be performed on Labor Day except to save life or property or to protect public safety. Work on any of the holidays specified herein will be paid at one and one-half times the regular straight time rate per hour.

## **ARTICLE VII. SCHEDULES A, B AND C**

The classifications of employees, wage rates, effective dates, health and welfare, pensions, training and other fringe benefits, and other considerations of employment, plus the identities of the various local unions to which this Agreement applies, shall be provided in the separate Schedules A, B and C attached hereto and made a part of this Agreement.

## **ARTICLE VIII. HEALTH AND SAFETY**

SECTION 1. The parties to this Agreement shall comply with all applicable provisions of state and federal, health, sanitation, and safety laws and regulations.

SECTION 2. Employees shall not be required to work with unsafe equipment or where proper safeguards are not provided, or under conditions which are injurious to health.

SECTION 3. The Contractor agrees to notify the appropriate union if an employee suffers an injury or illness of a serious nature on the job.

SECTION 4. Pure drinking water and sanitary facilities, including toilets, shall be provided in convenient places on the job site. All safety and sanitary appliances shall be furnished by the Contractor without cost to the employees.

SECTION 5. Employee cooperation shall be required in Section 2 and 4 above.

SECTION 6. Access roads, haul roads and job sites shall be properly maintained to provide healthy and safe working conditions.

## **ARTICLE IX. MANPOWER EMPLOYMENT PROCEDURE**

Both the Contractor and the Union parties to this Agreement understand and concur that the success of this manpower employment system depends on the close adherence of the parties to the procedures outlined herein. Therefore, it is mutually agreed that the registration, referral, hiring selection and training of workers shall be done precisely in the manner provided in this Agreement, except as may be outlined in Schedule B.

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

All provisions of this hiring procedure are exclusively reserved to the area covered by this Agreement.

SECTION 1. **HIRING OF WORKMEN.** The Contractor shall hire qualified workmen by calling the Union. Whenever the Contractor requires workmen on any job, he shall notify the local union office either in writing, by telephone or in person, stating the name of the contractor, name of the job or project number, the location, time and place of reporting, the duration of employment, the specific type of work to be performed, the specific skills required, and the number of workmen required.

The Contractor shall adopt and use a system for numbering and recording requests for workmen.

In the event that the referral facilities maintained by the Union are unable to fill the requisition of a Contractor, the Union and the Contractor will cooperate immediately to fill the needs of the Contractor for workmen.

SECTION 2. REGISTRATION OFFICES. The Union shall maintain offices to accept registration and re-registration of unemployed, qualified applicants seeking employment in the construction industry; to accept and process contractor requests for qualified workmen; to dispatch qualified workmen for employment; and to maintain records appropriate to the employment of qualified workmen in the construction industry.

SECTION 3. REGISTRATION AND DISPATCHING HOURS. Regular hours for registration, re-registration and dispatching shall be established and maintained by the Union and the Contractor shall be advised of these hours.

SECTION 4. REGISTRATION OF APPLICANTS. Qualified applicants for employment in the construction industry shall, when unemployed, register or re-register for employment at the appropriate local union hall maintained for this purpose.

At the time of registration the applicant shall furnish registration data including, but not limited to, the applicant's name, address, telephone number, social security account number, work history, and description of special skills or special training.

The applicant shall agree to take appropriate tests and examinations that may be required to establish special skill capability or qualifications.

SECTION 5. REGISTRATION GROUPS. Registration or re-registration of qualified unemployed applicants for employment shall be accepted by the appropriate union at any time during established registration hours. All qualified applicants for Groups I through IV, as defined below, shall be registered and dispatched by the Union in the order of time and date of registration. Qualified applicants shall be registered as follows:

(a) Applicants who hold or attain credentials as journeymen and who have been employed by a contractor or contractors, party or parties to this Agreement in the area covered by this Agreement for an aggregate time of 500 hours or more during the two year period immediately preceding the date of registration shall be registered on the appropriate registration list of Group I.

(b) Applicants who hold or attain credentials as journeymen and who have been employed by a contractor or contractors, party or parties to this Agreement in the area covered

by this Agreement for an aggregate time of less than 500 hours, but 100 hours or more, shall be registered on the appropriate registration list of Group II.

(c) Applicants who hold or attain credentials as journeymen and who have been employed by a contractor or contractors, party or parties to this Agreement in the area covered by this Agreement for an aggregate time of less than 100 hours immediately preceding the date of registration shall be registered on the appropriate registration list of Group III.

(d) Applicants who hold or attain credentials as registered apprentices or registered trainees shall be registered as such on a separate appropriate registration list in Group IV until they obtain journeymen status.

Apprentices and trainees shall be registered and dispatched in order of time and date of registration.

The Contractor shall have the right to call for apprentices and trainees on a one (1) apprentice or trainee to five (5) journeymen ratio until Groups I, II and III are exhausted. This provision shall not apply to the Laborers and Carpenters unions. The Contractor shall, in compliance with contract or bid award provisions, have the right to call for apprentices and trainees.

(e) Where applicable, health and welfare records of the craft shall be utilized to confirm an applicant's qualifications for registration in the groupings provided in this Agreement.

(f) The Contractor may utilize no more than three (3) employees on any project to perform unlimited duties under any of the craft designations of this Agreement.

## SECTION 6. MAINTENANCE OF REGISTRATION.

(a) To remain on the registration list, an applicant for referral must renew his registration during each calendar month.

(b) Any workman who leaves employment in the construction industry to enter the military service and who, within ninety (90) days following separation from such active military service under honorable conditions, shall register for employment hereunder, shall be registered in the same group that he occupied at the time he entered military service.

(c) Any workman who is unable to work in the construction industry because of extended illness or injury and who notifies the parties hereto of such inability to work within a reasonable time after the occurrence of such illness or injury, supported by satisfactory medical proof of illness or injury and capabilities to resume work, shall be registered in the

same group he occupied immediately prior to the illness or injury providing he registers within thirty (30) days of being released for work by his physician.

#### SECTION 7. REFERRAL OF WORKMEN.

(a) When the Union receives a request from a Contractor for workmen, the Union shall refer qualified and competent registrants from the registration list to the Contractor in sufficient number required by the Contractor in the manner and under the conditions specified in this Agreement.

(b) Registrants shall be available for employment by being present at the appropriate local union office or present at a location where he can be reached by telephone.

(c) The Union shall furnish each workman, upon being referred to a Contractor, with a numbered referral slip to be delivered to the Contractor or his authorized representative at the time of reporting for employment.

#### SECTION 8. EXCEPTIONS TO ORDER OF REFERRAL.

The referral procedure as contained herein shall be followed except:

(a) Requests by an employer for a particular man previously employed by a Contractor signatory to this Agreement within the geographical area of this agreement and who has been laid off or terminated by the employer within two (2) years previous to the request shall be honored without regard to the requested man's place on the Group I Out of Work List.

(b) Requests by an individual contractor for a particular man whether a journeyman, apprentice or trainee no longer previously employed by that individual contractor in the geographical area of the local union who has been laid off or terminated by that Contractor within two years previous to the request shall be honored without regard to the requested man's place on the registration list.

(c) Bona fide requests by individual contractors for workmen with special training and abilities will be honored. In the event that more than one workman possesses such special training and ability, as determined by the contractor in equal measure, the dispatcher shall refer the workmen without regard to the order in which their names appear on the registration list.

SECTION 9. TRANSFER OF EMPLOYEES. This manpower employment procedure shall not be interpreted in any manner to limit the Contractor's right to transfer his employees between his projects within the area covered by the terms of this Agreement; provided the Contractor notifies the local union in whose area the work is located prior to the start of the job.

## SECTION 10. REJECTION OR TERMINATION.

(a) The Contractor retains the right to reject any workman referred by the Union. If the workman referred by the Union is rejected by the Contractor, the specific reason for rejection shall be stated in the space provided on the termination slip and the slip shall be returned to the Union within seventy-two (72) hours.

(b) When a workman ceases to be employed by the Contractor for any reason, the Contractor will complete a Termination Slip stating the specific reason for termination and the last day worked in the space provided and return the slip to the Union. The Contractor will give written notice to the Union within ten (10) calendar days after termination of a workman who is not wanted for rehire.

(c) Any workman referred by the Union who is rejected by the Contractor shall be restored to his place on the registration list except as provided in the Joint Hiring Rules.

(d) When a workman is accepted for employment by the Contractor and is retained by that Contractor for more than seven (7) calendar days, his name shall be removed from the registration list.

(e) When a workman ceases to be employed by the Contractor he shall re-register at the bottom of the appropriate registration list, except as provided above.

(f) If a workman refuses to accept referral when offered, his name shall be placed at the bottom of the appropriate registration list, except as provided in the Joint Hiring Rules.

(g) If a workman accepts referral but fails to report at the time and place specified, his name shall be removed from the appropriate registration list. When he re-registers, his name shall be placed at the bottom of the appropriate registration list.

(h) This hiring procedure shall be restricted to those individuals who are unemployed and available for employment in the construction industry.

SECTION 11. POSTING. The Union and the Contractor shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.

## ARTICLE X. SETTLEMENT OF DISPUTES

SECTION 1. In the event that a grievance or dispute (other than a jurisdictional dispute) arises involving the application or interpretation of the terms of this Agreement, parties agree to follow the procedural steps outlined below.

Step 1: The aggrieved party (employee, union representative or contractor) shall present the grievance in writing to the appropriate representative of the other party at the job site within ten (10) days from the date of the grievance or the date the violation comes to the knowledge of the aggrieved party.

Step 2: If no settlement is reached under Step 1 above within five (5) days of the presentation of the written grievance to the appropriate representative of the other party at the job site, then the grievance shall be presented in writing to the Contractor's authorized representative at the Contractor's main office or to the local union office, as appropriate, no later than ten (10) days from the date the written grievance was originally presented to the other party's representative at the job site.

Step 3: If no settlement is reached under Step 2 above, the grievance shall be presented in writing by the aggrieved party to the authorized representative of the Contractor and the authorized representative of the Union. The written notice shall be prepared by the aggrieved party and served on the other party in person or by regular mail. Such notice shall state the issue in dispute and shall specify that article or articles of the agreement involved. If the grievance is neither heard nor settled in this step within forty-eight (48) hours (Monday through Friday) after receipt of such written notice, either party may then request that the dispute be submitted to arbitration.

Step 4: The arbitrator shall be selected from a list obtained from the American Arbitration Association. The Contractor and the Union shall alternately strike one name at a time from the list, with the last remaining name serving as the arbitrator. The striking of names will begin with the toss of a coin.

Any expense incurred by the arbitrator excluding attorney fees shall be borne equally by the parties. The arbitration will be conducted in accordance with the American Arbitration rules for labor arbitrations.

The arbitrator is empowered to hear and decide disputes growing out of the interpretation and application of this Agreement. He shall not engage in negotiations for changes or amendments to this Agreement. The decision of the arbitrator shall be final and binding on the parties and shall be rendered within ten (10) working days of the hearing.

The time limits stated in this Article may be extended by mutual consent.

## **ARTICLE XI. NO STRIKE-NO LOCKOUT**

It is mutually agreed that there shall be no strike authorized by the Union and no lockout authorized by the employer, except for the refusal of either party to submit to or abide by the grievance procedure set forth herein.

No picket line including informational pickets at or around the company's place of business or job site, established by any other person or organization shall be sanctioned or honored during the term of this Agreement.

The Union agrees that as part of the consideration of this Agreement they will, within twenty-four (24) hours, take steps to end any unauthorized work stoppages, strikes, slow downs or suspensions of work, and shall notify their members by any media normally used by the Unions of such violation of this Agreement, instructing their members to work immediately. The Union agrees that they will not assist employees participating in such unauthorized work stoppages, strikes, slow downs or suspensions of work against whatever disciplinary action the company may take.

This provision does not prevent the Union from utilizing the grievance procedure in behalf of an employee who claims that he, in fact, did not participate in such actions.

For the purpose of this section, the term "strike" shall include a cessation or stoppage of work, slow down, sit-in, and picketing of the employer's premises.

## **ARTICLE XII. JURISDICTIONAL DISPUTES**

The Contractor shall make work assignments on the basis of area practice and decisions or current agreement of record between Unions signatory hereto. If any dispute arises between any Unions signatory hereto as to jurisdiction of work, the contesting Unions shall then meet and attempt to resolve their differences. If they are unable to do so, the matter shall be referred to their respective international unions. If the Contractor is advised that an agreement has been reached by the Unions, a dispute no longer shall be considered to exist and the work will proceed from that point on as agreed to by the Unions. If the Unions do not reach agreement, the Contractor's assignment shall continue in effect and work shall proceed without interruption or delay.

## **ARTICLE XIII. REPORTING PAY**

**SECTION 1. ORIGINAL CALL.** A workman who reports for work on Original Call at the time and place specified by the Contractor and who is ready to go to work and is not put to work shall be paid Reporting Pay of four (4) hours at the applicable straight time rate unless notified by the Contractor not to report to work or unless the workman has agreed at the

time of dispatch to accept less than a full shift of employment on the day of reporting, in which case he shall be paid for actual hours of work performed.

An applicant or workman who provides false information or who misrepresents his qualifications at the time of registration and thereby secures employment shall not be entitled to reporting pay and shall be paid only for actual time worked.

**SECTION 2. ESTABLISHED EMPLOYEES.** When an employee has become established on the job and reports for work at the time and place specified by the Contractor and is not put to work or works less than two (2) hours, he shall be paid for two (2) hours at the applicable rate. If the employee works more than two (2) hours he shall be paid for the time actually worked at the applicable rate.

It is the intent of this section that an employee who shows up for work shall be paid for at least two (2) hours except when he has been notified, at the Contractor's expense, not to report to work. When proper notice is given and the employee reports, he shall not be entitled to Reporting Pay.

**SECTION 3.** The parties hereto agree that payment to a workman or employee for any portion of a shift not worked is not compensation for work performed, but only reimbursement for the inconvenience of reporting.

**SECTION 4.** If a project cannot be started due to inclement weather there is no show up time to be paid. If a project is started, but must be stopped because of inclement weather, the employee will be paid for actual time worked.

#### **ARTICLE XIV. EMERGENCY WORK ASSIGNMENT**

**SECTION 1.** The Contractor shall be allowed to employ without regard to craft, jurisdiction or union affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the Contractor in order to carry the day's work to completion.

**SECTION 2.** In such cases, wage rates shall be recognized as applying to the classification rather than to the man and any employee performing such work shall be paid at the rate for the classification of the work he is required to do; provided that no employee shall be paid a lower rate than that of the classification under which he was working immediately prior to the temporary assignment. In order that an employee shall not lose any benefit rights, contribution shall be made on his behalf into the trust funds of the craft of his affiliation during the period of such emergency work.

**SECTION 3.** Any employee who is absent for one (1) working day without notifying the employer may be terminated.

## **ARTICLE XV. PAY DAY**

SECTION 1. Pay day shall be once a week as established by the Contractor by the end of the employee's regular shift, unless pay is by another mutually agreeable arrangement.

SECTION 2. An employee who is laid off or discharged shall be paid in full as provided in the Idaho Code, provided that his pay shall be mailed to him at the end of the next work day if it is not picked up by him in person at the Contractor's pay office prior to that time.

SECTION 3. It shall be the responsibility of the employee to promptly notify his immediate supervisor of any alleged discrepancy in his paycheck, and to put in writing any unresolved pay claim not later than ten (10) days following the next pay day.

## **ARTICLE XVI. JOB VISITS BY UNION REPRESENTATIVES**

The authorized business representative of the Union shall be allowed to visit the job at any time during working hours. The Contractor will cooperate with the Union representatives to secure clearance or pass to government projects when and where required. The business representative of the Union agrees that he will not interfere with the progress of work on the job.

## **ARTICLE XVII. JOB STEWARDS**

The Contractor recognizes that the Union has a right to appoint job stewards with written notice of the appointment to the Contractor. The steward shall not interfere with the duties of the other workers in the performance of their duties.

## **ARTICLE XVIII. GENERAL WORKING CONDITIONS**

SECTION 1. The general working conditions in this Article shall apply uniformly and equally to the Unions. Specific working conditions of each craft are provided in Schedules B attached.

SECTION 2. Where private cars must be parked in a designated parking area or are prohibited from entering the work area of a project, a man haul shall be discussed and where deemed necessary, provided.

SECTION 3. Special clothing or equipment when deemed necessary, shall be furnished by the Contractor to the employee, including approved safety hats, rubber pants or equal, rubber boots, life jackets, rubber gloves and raincoats where required, except that employees will be expected to provide raincoats for inclement weather. The employee may be charged for special clothing or equipment issued to him that is not returned to the

Contractor. The employee shall not be charged for normal wear and tear or for loss which occurs on the job and is beyond his control.

SECTION 4. Employees shall not be required to furnish their own transportation for job purposes without compensation; provided that employees are expected to provide without compensation their own transportation to and from the reporting locations designated by the Contractor's authorized representative.

SECTION 5. When an employee receives orders from more than one supervisor, that employee should ask for a clarification if the orders are conflicting. The supervisors should then clarify the conflicting orders and issue a new order to the employee. The employee who follows an order of his supervisor will not be subject to discipline for following that order.

SECTION 6. When an employee is assigned to work at more than one classification during one half of the shift, he shall be paid at the wage rate for the highest classification worked during the one-half shift. If the workman is unable to perform the work, he will be issued a reduction in-force slip.

SECTION 7. A craft representative may periodically request and shall be furnished with a list of employees of his craft who are working for the employer.

SECTION 8. In the event that new equipment is put into use or work not covered by an existing classification is being performed, or a question of clarification of an existing classification arises, then the parties shall meet as soon as possible to consider adequate amendments for inclusion in the appropriate Schedule A.

SECTION 9. When an employee is left stranded from his transportation, his pay will continue to the nearest thirty (30) minutes until he returns to his place of starting work or his transportation.

SECTION 10. The Contractor may discharge any employee for just cause, provided there shall be no discrimination on the part of the Contractor against the employee for Union activities, and no employee shall be fired for refusing to cross a picket line sanctioned by the Union.

## **ARTICLE XIX. LUNCH PERIOD**

On an eight (8) hour shift, an employee shall not be required to work for more than four (4) consecutive hours, and on a ten (10) hour shift, to work more than five (5) consecutive hours, without being granted his regular time off to eat, or a reasonable time in which to eat. If thirty (30) minutes is not offered in which to eat, an employee's time shall be paid continuously.

## **ARTICLE XX. ZONED PAY**

SECTION 1. There shall be two zones for pay purposes which are described as follows:

Zone 1. That area within the state of Idaho located within thirty (30) miles on either side of I-84 from the Oregon-Idaho state line on the west to the intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 north to Idaho Falls, then following U.S. Highway 20 ten (10) miles north of the intersection with Moody Road, then following I-15 south from the city of Pocatello to a point ten (10) miles south of the Southern Boundary of Bannock County extended to the west.

Zone 2. The remaining area of that portion of the state of Idaho south of Parallel 46 (the Washington-Oregon state line extended eastward to Montana) that is not included in Zone 1 described above.

SECTION 2. The zone shall be described on an official map prepared by the Idaho Transportation Department and copies shall be on file in the offices of the employers and unions signatory hereto. A facsimile thereof is attached to and made a part of this Agreement and identified as Exhibit 1.

SECTION 3. Wage rates to be paid in the zones described above shall be set forth in the Schedules A attached hereto.

SECTION 4. If a project is located in more than one zone, the lower zone rate shall apply.

## **ARTICLE XXI. CARRY OVER CLAUSE**

On jobs awarded on or after January 1, 2001, there shall be a twenty-four (24) month carry over of workers' wages and benefits as set forth in the owner's project contract document. That is the wages and benefits as set forth in the owner's contract documents which were in effect at the time the job was bid shall remain the same for a twenty-four (24) month period or the duration of the job, whichever is less.

In the event there is an increase in health and welfare or pension plan payments during the course of the carryover period, those increases will be made, but the wages of the affected employees shall be reduced to the extent the Contractor payments into health and welfare and pension plans are increased.

At the end of the job, or at the end of the twenty-four (24) month period, the worker shall receive the new wage rate on any subsequent work. The new wage rate will reflect any increases that went into effect during the twenty-four (24) month period.

If the Contractor has a contract that provides for the owner to reimburse the Contractor for wage increases, then the Contractor shall pass these increases on to the workers.

## **ARTICLE XXII. EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. The parties to this Agreement acknowledge and agree to comply with the requirements of federal and state laws, executive orders and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of race, color, religion, sex, age, national origin or physical handicap.

SECTION 2. The parties hereto recognize that contractor compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties of this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to insure compliance with project specifications as they relate to recruiting, training and hiring.

## **ARTICLE XXIII. SAVINGS CLAUSE**

SECTION 1. The parties hereto agree that to the best of their knowledge, this Agreement does not contain any article, section or other provision that is in conflict with any existing state or federal law or regulation.

SECTION 2. If during the life of this Agreement, any article, section or other provision is declared to be in conflict with any existing or subsequently enacted state or federal law, or regulation or by the decree of a court of competent jurisdiction, the remaining articles, sections and other provisions of this Agreement shall remain in full force and effect.

SECTION 3. The parties hereto agree to meet without delay to negotiate in good faith to resolve any such conflicts.

## **ARTICLE XXIV. WARRANTY OF AUTHORITY**

This Agreement shall become effective when signed by the duly constituted representative of the Contractor and the duly constituted representative of the Union.

## **ARTICLE XXV. SUBCONTRACTORS**

SECTION 1. A subcontractor is any person, firm or corporation who takes over or performs any portion of the construction, alteration, painting or repair of a building, structure, or other work on the job site for a signatory Contractor.

SECTION 2. Where one or more members of the three craft unions are employed by a signatory Contractor in its work site, the Contractor shall not, except as set forth in Section 4 of this Article, subcontract any portion of its work, as defined in Section 1 above, to any subcontractor who is not or does not become a party to this collective bargaining agreement; provided this restriction shall only be operative during those periods where one or more members of the Unions are so employed, and providing the Contractor signatory to this Agreement does not subcontract all or part of any work which has normally been performed by the Unions signatory to this five craft agreement.

SECTION 3. The parties do not intend, by including Sections 1 and 2 above in their agreement, to violate any state or federal law. Rather, it is the sole intention of the parties to limit to the extent permissible under Section 8(e) of the National Labor Relations Act those occasions where members of the unions may be forced to work beside or in conjunction with persons who are not union members.

SECTION 4. In the event a signatory Contractor advertises for bids but does not receive any reasonable quotes from a union subcontractor, the Contractor may then obtain the needed services elsewhere. "Reasonable" as used in this Section shall mean the low bidding, qualified, bondable subcontractor.

## **ARTICLE XXVI. UNION SECURITY**

The union having qualified as required by the National Labor Relations Act of 1947, as amended, the following provisions shall be effective:

SECTION 1. The Contractor recognizes the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction subject to rights of employees prescribed in the National Labor Relations Act as amended.

SECTION 2. The employee shall become a member and remain a member in good standing of the Union having jurisdiction as a condition of employment from and after the eighth day following the date of his employment, or the effective date of this Agreement, whichever is later.

SECTION 3. Any employee who fails to pay or tender normal initiation fees or dues as required by the Union shall, upon the request of the Union to the Contractor in writing, be terminated immediately.

SECTION 4. Effective June 1, 1989, Sections 2 and 3 of this Article are of no effect through the application of the Idaho Right-to-Work law, Idaho Code, Section 44-2001 et seq. Should this law be repealed, or should it be rendered invalid by a court of competent jurisdiction, Sections 2 and 3 shall be reinstated upon written request by the Unions who are parties of this Agreement.

**ARTICLE XXVII. COMPANY RULES**

The union recognizes the right of the contractor to establish such reasonable rules as it may deem necessary provided such rules are not in conflict with the terms of this Agreement. A copy of these rules, reduced to writing, shall be given to each employee and the union.

**ARTICLE XXVIII. GENDER NEUTRAL PRONOUNS**

The use of masculine pronouns in this Agreement is for convenience only. Any reference to the masculine is deemed to include the feminine.

**ARTICLE XXIX. EFFECTIVE DATE AND DURATION**

It is mutually agreed by the parties that this Agreement shall be in full force and in effect from January 1, 2001, to December 31, 2003.

SECTION 1. Either party desiring to modify, amend or terminate this Agreement shall serve upon the other party written notice of such desire not later than sixty (60) days prior to the expiration date of the agreement set forth above.

SECTION 2. Notice as required in this Article shall be served in writing by certified or registered mail postage prepaid and deposited in the U.S. Post Office.

**UNIONS' BARGAINING REPRESENTATIVE**

**CONTRACTOR**

5 Basic Crafts

Western Construction, Inc.

By Brian Hogan  
Brian Hogan,  
Executive Secretary

By Steven Heaton  
Steven Heaton  
Vice President

Desert Sage Contractors, Inc.

Stanley Johnson  
~~Phil Ferguson~~ Stanley Johnson  
Teamsters Local 483

By Rance Bare  
Rance Bare  
~~Vice~~ President

*Robert Lee*

---

Robert Lee  
Teamsters Local 983

*Chuck Vogel*

---

Chuck Vogel  
Laborers Local 155

*Curt Koegen*

---

Curt Koegen  
IUOE Local 370

## LETTER OF UNDERSTANDING NO. 1

The parties to the Southern Idaho Master Labor Agreement dated January 1, 2001 (SIMLA), between WESTERN CONSTRUCTION, INC., and DESERT SAGE CONTRACTORS, INC. hereinafter referred to as the Contractors, and the 5 BASIC CRAFTS and those unions signatory thereto, hereinafter referred to as the Union, hereby agree as follows:

The "custom, mining, and project agreement work" referred to in Article IV, Section 3, of the Southern Idaho Master Labor Agreement dated January 1, 2001, will be done at no less than seventy-five percent (75%) of the SIMLA Zone I wage and fringe package combined, with the fringe benefit contributions and wages to be as follows:

### LABORERS:

H&W	Fifty cents (\$.50) less per hour than SIMLA
Pension Remainder in Wages	Same as SIMLA

### TEAMSTERS:

H&W	Thirty cents (\$.30) less per hour than SIMLA
Pension Remainder in Wages	Same as SIMLA

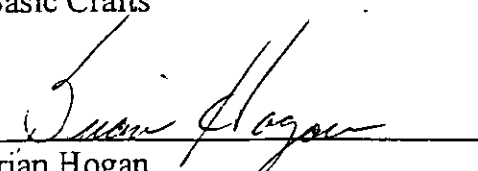
### OPERATORS:

H&W	Twenty-five cents (\$.25) less per hour than SIMLA
Pension Remainder in Wages	Same as SIMLA

DATED this 1st day of January, 2001.

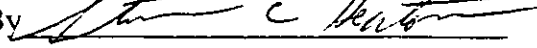
### UNIONS' BARGAINING REPRESENTATIVE

5 Basic Crafts

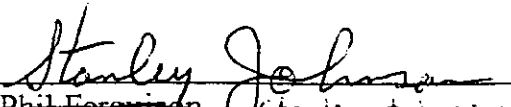
By   
Brian Hogan  
Executive Secretary

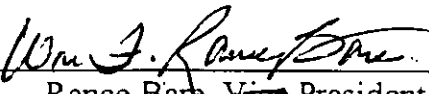
### CONTRACTORS

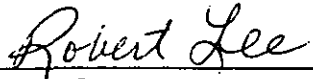
Western Construction, Inc.


By   
Steven Heaton, Vice President

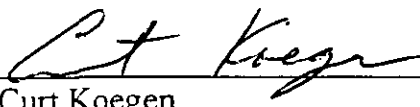
Desert Sage Contractors, Inc.

  
~~Phil Ferguson~~ Stanley Johnson  
Teamsters Local 483

By   
Rance Bare, ~~Vice~~ President

  
Robert Lee  
Teamsters Local 983

  
Chuck Vogel  
Laborers Local 155

  
Curt Koegen  
IUOE Local 370

## LETTER OF UNDERSTANDING NO. 2

The parties to the SOUTHERN IDAHO MASTER LABOR AGREEMENT dated January 1, 2001, between WESTERN CONSTRUCTION, INC. and DESERT SAGE CONTRACTORS, INC., hereinafter referred to as the CONTRACTORS, and the 5 BASIC CRAFTS and those unions signatory thereto, hereinafter referred to as the Union, hereby agree as follows:

Whenever the Unions fail to supply a requested employee, and the company thereafter locates and hires an employee to fill the position, that employee will not be covered by the SIMLA for a period of thirty (30) work days from the date of hire except that a \$.10 per hour contribution will be made to the teamsters pension trust for an employee working as a teamster who is a new hire, who has never worked for a continuing period of thirty (30) days or more for the Contractor, whether such employee has been dispatched through the hiring hall or hired from some other source. In the event the employee continues to work for the company beyond that thirty (30) work day period, he will then be covered by SIMLA, and his wages and benefits shall then be paid in accordance with the SIMLA from the thirty-first (31<sup>st</sup>) work day forward.

Whenever the Unions cannot man the job classification called for and the company hires the employee pursuant to this Letter of Understanding, the employee shall continue working at the job classification for which he was hired.

If the privilege set forth in this Letter of Understanding is persistently abused by the company, such privilege will be withdrawn from the company for the duration of the project on which the abuse occurs.

DATED this 1st day of January, 2001.

### UNIONS' BARGAINING REPRESENTATIVE

5 Basic Crafts

By

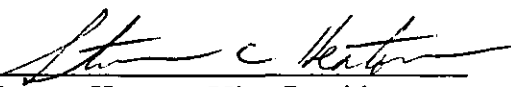
  
Brian Hogan

Executive Secretary

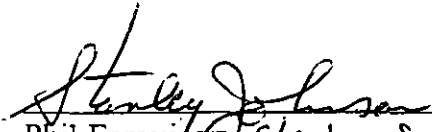
### CONTRACTORS


Western Construction, Inc.

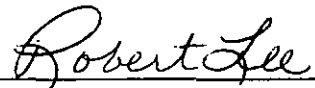
By

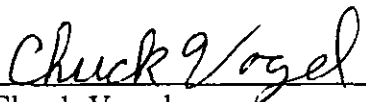
  
Steven Heaton, Vice President

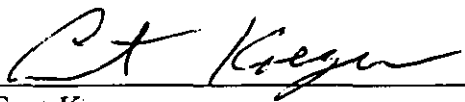
Desert Sage Contractors, Inc.

  
~~Phil Ferguson~~ Stanley Johnson  
Teamsters Local 483

By   
Rance Bare, ~~Vice~~ President  
*Wm*

  
Robert Lee  
Teamsters Local 983

  
Chuck Vogel  
Laborers Local 155

  
Curt Koegen  
IUOE Local 370

**SCHEDULE "A" - OPERATING ENGINEERS  
EFFECTIVE 1/1/2001**

**I. CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES:**

	ZONE 1	ZONE 2	ZONE 1	ZONE 2	ZONE 1	ZONE 2
	1-1-2001		1-1-2002		1-1-2003	
<b>GROUP 1:</b>	\$20.84	\$22.34	\$\$.70* + \$1.50		\$.75 + \$1.50	
			wages/fringe		wages/fringes	
Brakeman, Crusher Plant Feeder (mechanical), Deckhand, Drill Helper, Grade Checker, Heater Tender, Land Plane, Pumpman, Rear Chainman, HazMat Worker.						
<b>GROUP 2:</b>	\$21.00	\$22.50	\$\$.70* + \$1.50		\$.75 + \$1.50	
			wages/fringe		wages/fringes	
Air Compressor, Assistant Refrigeration Plant Operator, Bell Boy, Bit Grinder Operator, Blower Operator (cement), Bolt Threader Machine Operator, Broom, Cement Hog, Concrete Mixer, Concrete Saw multiple cut, Discing - Harrowing or Mulching (regardless of motive power, Distributor Leverman, Drill Steel Threader Machine Operator, Fireman - all, Heavy Duty Mechanic Helper or Welder Helper, Hoist - single drum, Hydraulic Monitor Operator - skid mounted, Oiler (single piece of equipment), Crusher Oiler, Box. Pugmixer, Spray Curing Machine, Tractor - rubber tired farm type using attachments, HazMat Worker.						
<b>GROUP 3:</b>	\$21.37	\$22.87	\$\$.70* + \$1.50		\$.75 + \$1.50	
			wages/fringe		wages/fringes	
A-Frame Truck (hydra lift, Swedish Cranes, Ross Carrier, Hyster on construction jobs), Battery Tunnel Locomotive, Belt Finishing Machine, Cable Tenders (underground), Chip Spreader Machine (self propelled), Head Chainman, Hoist - 2 or more drums or Tower Hoist, Hydralift - Fork lift & similar (when hoisting), Oilers (underground), Power Loader (bucket elevator conveyors), Rodman, Road Roller (regardless of motive power), HazMat Worker.						
<b>GROUP 4:</b>	\$21.68	\$23.18	\$\$.70* + \$1.50		\$.75 + \$1.50	
			wages/fringe		wages/fringes	
Boring Machines (earth or rock), Quarrymaster - Joy - tractor mounted, Drills: Chum - Core- Calyx or Diamond, Front End & Overhead Loaders and similar machines -(up to and including 4 yds) - (rubber-tired), Grout Pump, Hydra-Hammer, Locomotive Engineer, Longitudinal Float Machine, Mixermobile, Spreader Machine, Tractor - rubber tired - using Backhoe, Transverse Finishing Machine, Trenching Machines, Waggoner Compactor & similar, Asphalt Spreaders, HazMat Worker.						
<b>GROUP 5:</b>	\$21.85	\$23.35	\$\$.70* + \$1.50		\$.75 + \$1.50	
			wages/fringe		wages/fringes	
Concrete Plant Operator, Concrete Road Paver (dual), Elevating Grader Operator, Euclid Elevating Loader, Generator Plant Operator-Mechanic (diesel electric), Instrument Man, Post Hole Auger or Punch Operator, Power Shovels, Backhoes and Draglines (under 3/4 yd), Pumpcrete, Refrigeration Plant Operator, Road Roller (finishing high type pavement) Service Oiler, Skidder - rubber tired, Sub Grader, Multiple Station Beltline Operator, Screed, HazMat Worker.						
<b>GROUP 6:</b>	\$22.03	\$23.53	\$\$.70* + \$1.50		\$.75 + \$1.50	
			wages/fringe		wages/fringes	
Asphalt Pavers - self propelled, Asphalt Plant Operator, Blade Operator (motor patrol), Concrete Slip Form Paver, Cranes - up to and including 50 ton, Crusher Plant Operator, Derrick Operator, Drilling Equipment (bit under 8 inches) - (Robbins Reverse Circulation and similar), Front End and Overhead Loaders and similar machines - (over 4 yds to and including 7 yds), Koehring Scooper, Heavy Duty Mechanic or Welder, Mucking Machine (underground), Multi-batch Concrete Plant Operator, Piledriver Engineer, Power Shovels, Backhoes and Draglines (3/4 yd to and including 3 1/2 yds), Tractor - crawler type - including all attachments, Refrigeration Plant Operator (over 1,000 tons, Trimmer Machine Operator, Concrete Pump Boom Truck, all Scrapers (up to and including 40 yds), HazMat Worker.						



**SCHEDULE "A" - OPERATING ENGINEERS**

Page 3 1/1/2001

**II. HEALTH AND INSURANCE TRUST FUND**

Effective January 1, 2001, the amount of the Employer contribution shall be Two dollars and ninety five cents (\$2.95) through December 31, 2003.

**III. PENSION TRUST FUND**

Effective January 1, 2001, the amount of the Employer contribution shall be Two dollars and seventeen cents (\$2.17) through December 31, 2003.

**IV. OPERATING ENGINEERS -EMPLOYERS JOINT APPRENTICESHIP AND TRAINING TRUST FUND**

EFFECTIVE January 1, 2001, the amount of the Contractor contribution shall be thirty cents (\$.30) for a total contribution of thirty cents through December 31, 2003.

**\*Note on Health and Welfare and Pension Trust Funds:**

Should additional monies be needed to maintain or improve benefits under the Health and Insurance Trust Fund and / or pension Trust Fund, such monies shall be deducted from the amount of the increases negotiated to be effective January 1, 2002 and January 1, 2003, respectively, providing that notice is given to the parties by the Trust Fund Trustees not less than 90 days prior to the effective dates listed herein.

**SCHEDULE "A" - LABORERS  
EFFECTIVE 1/1/2001**

**I. CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES**

	ZONE 1	ZONE 2	ZONE 1	ZONE 2	ZONE 1	ZONE 2
	1-1-2001		1-1-2002		1-1-2003	
<b>GROUP 1:</b>	\$18.13	\$19.63	\$ .70* + \$1.50		\$ .75* + \$1.50	
			wage/fringe		wage/fringe	

General Laborers, Sloper, Clearing and Grading, Form Stripper, Concrete Crew, Concrete Curing Crew by any means including covering, hardening compound and waterproofing, Carpenter Tender, Asphalt Laborer, Hopper Tender, Flagman (including Pilot Car), Watchman, Heater Tender, Stake Jumper, Choker Setter, Spreader and Weighman, scouring concrete, rip rap man (hand placed) Installer-manual or mechanical (includes the installation and erection of fences, guard rails, median rails, reference posts, guide posts and right-of-way markers), Crusher Tender, cribbing and shoring (in open ditches), Machinery & Parts Cleaner, Leverman-manual or mechanical, demolition-salvage, Landscaper, Traffic Stripping Crew, Tool Room Man, Janitor (detail clean-up such as but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by owner, Asbestos Abatement Laborer, HazMat Worker.

<b>GROUP 2:</b>	\$18.23	\$19.73	\$ .70* + \$1.50		\$ .75* + \$1.50	
			wage/fringe		wage/fringe	

Chuck Tender, Drill Helper, Air Tampers, Gunite Nozzleman Tender, Pipe Wrapper, Tar Pot Tender, Concrete Sawyer, Concrete Grinder, Signalman, Handling Cement, Dumpman, Steam Nozzleman, Air & Water Nozzleman (Green Cutter, Concrete), Vibrator (less than 4"), Pumpcrete & Grout Pump Crew, Hydraulic Monitor, Hydro Blaster, HazMat Worker.

<b>GROUP 3:</b>	\$18.33	\$19.83	\$ .70* + \$1.50		\$ .75* + \$1.50	
			wage/fringe		wage/fringe	

Pipelayer, including sewer, drainage, sprinkler systems and water lines, Free Air Caisson, Jackhammer, Paving Breaker, Chipping Gun Concrete, Powderman Helper, Asphalt Raker, Gasoline Powered Tamper, Electric Ballast Tamper, Sand Blasting, Form Setter - Airport Paving, Gunman (Gunite), Manhole Setter, Hand Guided Machines, such as Rotor Tillers, Trenchers, Post Hole Diggers, Walking Garden Tractors, etc., Cutting Torch, HazMat Worker.

<b>GROUP 4:</b>	\$18.43	\$19.93	\$ .70* + \$1.50		\$ .75* + \$1.50	
			wage/fringe		wage/fringe	

Hod Carrier, Mason Tender, Plasterer Tender, Mason Tender (concrete), Terrazzo-Tile Tender, HazMat Worker.

<b>GROUP 5:</b>	\$18.48	\$19.98	\$ .70* + \$1.50		\$ .75* + \$1.50	
			wage/fringe		wage/fringe	

Highscaler, Wagon Drill, Grade Checker, Gunite Nozzleman, Timber Faller & Bucker, HazMat Worker.

<b>GROUP 6:</b>	\$18.73	\$20.23	\$ .70* + \$1.50		\$ .75* + \$1.50	
			wage/fringe		wage/fringe	

Diamond Drill, Drillers on Drills with Manufacturers rating 3" or over, Certified Pipewelder, HazMat Worker.

<b>GROUP 7:</b>	\$18.98	\$20.48	\$ .70* + \$1.50		\$ .75* + \$1.50	
			wage/fringe		wage/fringe	

Powderman, HazMat Worker.

<b>GROUP 8:</b>	\$18.38	\$19.88	\$ .70* + \$1.50		\$ .75* + \$1.50	
(Underground)			wage/fringe		wage/fringe	

Reboundman, Chuck tender, Nipper, Dumpman, Vibrator (less than 4"), Brakeman, Muckers, Bullgang, HazMat Worker.

**GROUP 9:** \$18.53 \$20.03 \$ .70\*+ \$1.50 \$ .75\* + \$1.50  
 (Underground) wage/fringe wage/fringe  
 Form Setter and Mover, HazMat Worker.

**SCHEDULE "A" - LABORERS  
 EFFECTIVE 1/1/2001**

Page 2

**GROUP 10:** \$18.63 ~~\$21.13~~ <sup>\$20.13</sup> *sch* \$ .70\*+ \$1.50 \$ .75\* + \$1.50  
 (Underground) *BCU* wage/fringe wage/fringe  
 Miners, Machinemen, Timbermen, Steelmen, Drill Doctors, Spaders & Tuggers, Spilling and/or Caisson Workers,  
 Vibrator (over 4"), HazMat Worker.

**WORKING WITH SUPPLIED AIR + \$1.00**

Foreman premium: \$.50 cents per hour above highest classification supervised.

General Foreman: \$1.00 per hour above highest classification under his supervision.

**IDAHO APPRENTICE WAGES & WAGE PROGRESSION**

	1-1-2001		1-1-2002	1-1-2003
	ZONE 1	ZONE 2		
1st 1000 hours 0-1000 hr	60%	60%	\$ .70*+ \$1.50	\$ .75*+ \$1.50
2nd 1000 hours 1000-2000 hr	70%	70%		
3rd 1000 hours 2000-3000 hr	80%	80%		
4th 1000 hours 3000-4000 hr	90%	90%		

Health & Welfare	\$3.20
Pension	\$2.00
Training	\$ .25
Vacation	\$1.00

**II. HEALTH AND SECURITY TRUST FUND**

EFFECTIVE January 1, 2001, the amount of the Employer contribution shall be **Three Dollars and Twenty Cents (\$3.20)** through December 31, 2003.

**III. PENSION TRUST FUND**

EFFECTIVE January 1, 2001, the amount of the Employer contribution shall be **Two Dollars (\$2.00)** through December 31, 2003.

**IV. VACATION TRUST FUND**

EFFECTIVE January 1, 2001, the amount of employer contribution shall be **One Dollar (\$1.00)** through December 31, 2003.

**V. SOUTHERN IDAHO SIGNATORY CONTRACTORS-LABORERS JOINT TRAINING TRUST FUND**

The specific amount of the Contractor contribution shall be **Twenty Five Cents (\$.25)** through December 31, 2003.

**\*Note on Health and Welfare and Pension Trust Funds:**

Should additional monies be needed to maintain or improve benefits under the Health and Insurance Trust Fund and / or pension Trust Fund, such monies shall be deducted from the amount of the increases negotiated to be effective January 1, 2002 and January 1, 2003, respectively, providing that notice is given to the parties by the Trust Fund Trustees not less than 90 days prior to the effective dates listed herein.

**SCHEDULE "A" - TEAMSTERS**  
**CLASSIFICATION, WAGE RATES AND EFFECTIVE DATES**  
**Effective Date: 1/1/2001**

**I. CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES**

	ZONE 1 ZONE 2		ZONE 1 ZONE 2		ZONE 1 ZONE 2	
	1-1-2001		1-1-2002		1-1-2003	
<b>GROUP 1:</b>	<del>\$18.38</del>	\$19.82	\$.70*+	\$1.50	\$.75* +	\$1.50
	<i>18.32</i>	<i>19.82</i>		wage/fringe		wage/fringe

Leverman Loading at Bunkers, Pilot Car or Escort Driver Flat Bed - 2 Axle and Pickup Hauling material, Water Truck (1,000 gallons and under), Ambulance Driver, Flat Bed - 3 Axle, Fuel Truck (1,000 gallons and under), Greaser, Tireman, Serviceman, Buggymobile, Manhaul (Shuttle Truck or Bus), HazMat Worker.

<b>GROUP 2:</b>	\$18.69	\$20.19	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe

Truck Helpers, Slurry or Concrete Pumping Truck, Flat Bed using Power Takeoff, Semi Trailer - Low Boy (up to 96,000 lbs. GVW), Bulk Cement Tanker (up to 96,000 lbs. GVW), Fork Lift (Bull Lift, Hydro Lift), Ross Hyster and similar Straddle equipment, "A" Frame Truck (Swedish Crane, Iowa 3,000 Hydro Lift), Transit Mix Truck (0-10 yds), Warehouseman Loading and Unloading, HazMat Worker.

<b>GROUP 3:</b>	\$18.92	\$20.42	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe

Water Tank Truck, Fuel Truck (over 1,000 gallons), Transit Mix Trucks (10 yards & over), Dumptors, Distributor of Spreader Truck, Field Tireman - Serviceman, Snow Plow (Truck Mounted), Warehouseman; Counterman, Shipping Receiving, Cardex, HazMat Worker.

<b>GROUP 4:</b>	\$19.10	\$20.60	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe

Low Boy (96,000 lbs. GVW & over), Bulk Cement Tanker (96,000 lbs. GVW & over), Transit Mix Trucks (over 10 yards), Tumarocker & similar equipment, Warehouseman General, HazMat Worker.

**GROUP 5:**

A. Truck - Side, end and bottom dump, 0-16 yards, inclusive, HazMat Worker.	\$18.92	\$20.42	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe
B. Truck - Side, end and bottom dump, 16-30 yards, inclusive, HazMat Worker.	\$19.10	\$20.60	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe
C. Truck - Side end and bottom dump, 30-50 yards, inclusive, and Truck Mechanic, HazMat Worker.	\$19.33	\$20.83	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe
D. Truck - Side, end and bottom dump, 50-75 yards, inclusive.	\$19.84	\$21.34	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe
E. Truck - Side, end and bottom dump, 75-100 yards, inclusive, HazMat Worker.	\$20.07	\$21.57	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe
F. Truck - Side, end and bottom dump, over 100 yards, HazMat Worker.	\$20.51	\$22.01	\$.70*+	\$1.50	\$.75* +	\$1.50
				wage/fringe		wage/fringe

**FOREMAN: + 50 Cents**

**WORKING WITH SUPPLIED AIR: + \$1.00**

**SCHEDULE "A" - TEAMSTERS**

January 1, 2001

Page 2

REGISTERED TRAINEES		1-1-2001		1-1-2002	1-1-2003
		ZONE 1	ZONE 2		
Trainee I 0-400 hrs	65% of 5B	\$12.42	\$1.50	\$ .70*+ \$1.50	\$ .75*+ \$1.50
Trainee II 400-800hrs	70% of 5B	\$13.37			
Trainee III 801-1200hrs	80% of 5B	\$15.28			
Trainee IV 1201-1600hrs	90% of 5B	\$17.19			
Trainee V 1601-2000hrs	100% of 5B	\$19.10			

**II. HEALTH AND WELFARE TRUST FUND**

EFFECTIVE JANUARY 1, 2001, the amount of the Employer contribution shall be **THREE DOLLARS AND FIFTY THREE CENTS (\$3.53)** through December 31, 2003.

**III. PENSION PLAN**

EFFECTIVE JANUARY 1, 2001, through December 31, 2003, the Employer shall pay **TWO DOLLAR AND NINETY FIVE CENTS (\$2.95)** per hour into the Western Conference of Teamsters Pension Trust Fund:

- (a) Two dollars and Sixty Five cents (\$2.65) to the Basic Plan of benefits; and
- (b) Thirty cents (\$.30) to the Program for Enhanced Early Retirement (PEER82).

**IV. VACATION TRUST FUND**

EFFECTIVE JANUARY 1, 2001, the amount of the Employer contribution shall be **ONE DOLLAR (\$1.00)** through December 31, 2003.

**V. EMPLOYERS - TEAMSTERS JOINT TRAINING TRUST FUND**

EFFECTIVE JANUARY 1, 2001, the amount of the Contractor contribution shall be **Twenty Five Cents (\$.25)** cents through December 31, 2003.

**\*Note on Health and Welfare and Pension Trust Funds:**

Should additional monies be needed to maintain or improve benefits under the Health and Insurance Trust Fund and / or pension Trust Fund, such monies shall be deducted from the amount of the increases negotiated to be effective January 1, 2002 and January 1, 2003, respectively, providing that notice is given to the parties by the Trust Fund Trustees not less than 90 days prior to the effective dates listed herein.