TEAMSTERS

2024-2027

BUILDING, HEAVY AND HIGHWAY
CONSTRUCTION LABOR AGREEMENT

BETWEEN

IBT LOCALS 38, 174, 231, 252, 313 AND 589

AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON

TERM OF AGREEMENT
JUNE 1, 2024 – MAY 31, 2027

2024 – 2027 AGREEMENT

Between

ASSOCIATED GENERAL CONTRACTORS OF WASHINGTON

AND

TEAMSTERS

IBT Locals 38, 174, 231, 252, 313, and 589

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1. INTRODUCTION

1.1. PREAMBLE

1.1.1. This Agreement is a successive principal Agreement of the 2021 - 2024, Agreement, and all other prior Agreements thereto by and between the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc. and the signatory Teamsters Locals affiliated with IBT.

1.1.2. For purposes of this Agreement, the AGC of Washington is not acting as a multi-employer bargaining agent in a single multi-employer unit, but is acting for and on behalf of Employers who have individually requested the AGC of Washington to act as their individual and separate bargaining agent in individual Employer units. Further, each individual principal member reserves the right to review and accept or reject any proposed Agreement negotiated between the Union and the AGC of Washington acting as an agent for the individual contractor members.

1.1.3. This is a collective bargaining Agreement between certain individual members of the Associated General Contractors of Washington, a Chapter of the Associated General Contractors of America, Inc. (hereinafter referred to as the "Employer"), and signatory Teamster Locals affiliated with the International Brotherhood of Teamsters, Chauffeurs and Warehousemen of America, (hereinafter referred to as the "Union"), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory of Western Washington.

1.2. PURPOSE OF AGREEMENT

1.2.1. The purposes of this Agreement is to promote the settlement of labor disagreement by conference, to prevent strikes and lockouts and to stabilize wages and working conditions in building, heavy highway construction and engineering work in the area affected.

1.2.2. Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has authority to make any promise, inducement or agreement contrary to the provisions herein.

1.2.3. The Employer hereby voluntarily recognizes the Union as the exclusive bargaining agent of all employees performing bargaining unit work covered by this Agreement, and agrees that a majority of those employees have designated the Union as their collective bargaining representative.

1.2.4. The Union recognizes the AGC of Washington as the exclusive individual bargaining agent for each Employer who has authorized the AGC of Washington to negotiate individually with the Union on its behalf.

1.3. WORK AFFECTED

1.3.1. This Agreement shall cover all Highway, Building, Heavy Construction and Engineering projects including the loading and unloading of barges or other carriers of the Employer's materials and equipment at loading facilities for the contractor's work performed by Employer parties to this Agreement in the counties outlined in Section 1.4.

1.3.2. For clarification, Heavy, Highway and Engineering projects are defined as follows: Construction of railroads, street railways, roads, highways, streets, alleys, sidewalks, curbs and gutters, paving (portland cement or asphaltic concrete), airports, bridges, overpasses, sewers, water mains, sanitation projects, irrigation projects, flood control projects, reclamation projects, reservoirs, dams, dikes, levees, revetments, channels, aqueducts, channel cutoffs, jetties, breakwaters, harbor developments, docks, dry docks, piers, abutments, retaining walls, transmission lines, duct lines, subways, shafts, tunnels, excavation of earth and rock, power generating projects, reinforced earthwork, and all other heavy construction and engineering operations in connection therewith, and all site clearing, demolition work, pipeline and refinery work when covered by this Agreement.

1.3.3. For further clarification, the term "Building" shall mean a building structure, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort.

1.4. TERRITORY OF AGREEMENT

1.4.1. This Agreement shall cover all construction in the following counties in the State of Washington: Whatcom, Skagit, Snohomish, King, San Juan, Island, Kitsap, Grays Harbor, Mason, Jefferson, Clallam, Pierce, Thurston, Lewis, and that portion of Pacific County north of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean.

1.5. EFFECTIVE DATE AND DURATION

1.5.1. This Agreement shall be effective commencing June 1, 2024, and shall continue in force and effect through May 31, 2027. Upon its expiration, this Agreement shall continue from year to year, June 1 through May 31 of each year, by automatic renewal unless changed, terminated or superseded by a successive principal agreement. For the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60), or more than ninety (90) days prior to the expiration date. "Notice of Opening" is in nowise intended by the parties as a termination of nor shall it in anywise be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

1.5.2. Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must to the exclusion of all other methods, be perfected by giving written "Notice of Termination" not later than sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal.

1.5.3. Any "Notice of Opening" or "Notice of Termination" given in hand within sixty (60) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

1.6. SAVINGS CLAUSE

1.6.1. This Agreement is not intended to and shall not be construed to permit acts which violate any valid Federal or State law.

1.6.2. If any provision of this Agreement or the application of such provision shall in any court or other Governmental action, be held invalid, the remaining provisions and their application shall not be affected thereby. Provided, however, upon such invalidation the party's signatory hereto agree to immediately meet to re-negotiate such provisions affected. The parties agree to arrive at a mutually satisfactory replacement within sixty (60) days unless a definite extension of time is mutually agreed to. In the event that the parties are unable to negotiate a replacement, the matter shall be resolved through the provisions of Article 4.1.

2. UNION SECURITY

2.1. UNION RECOGNITION AND HIRING PROCEDURES

2.1.1. Hiring practices and maintenance of Union membership shall be under the Appendix "2" attached hereto and hereby made a part of this Agreement.

2.1.2. The Union and Employer agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, national origin, sex, age or disability. Any reference to gender shall include both genders.

2.1.3. The term "employees" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it will apply to the female gender as well.

2.2. SUBCONTRACTORS

2.2.1. The Employer agrees it will not subcontract or otherwise transfer, in whole or part, any work covered by this Agreement to be done at, the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this Agreement. The Employer agrees that a member of the Union will be employed by the Employer or any contractor or subcontractor at the job site if there is work to be done coming under the jurisdiction of the Union Agreement. The Union agrees that it will not take economic action to enforce this Article. The Employer agrees to make every reasonable effort to balance its overall needs (company-wide) with its own employees and equipment prior to using owner-operators or other subcontractors. Examples of exclusions include, but are not limited to: delivered pricing, truck types, local availability, governmental requirements, specialized equipment and truck capacity. The Employer maintains all of its Management Rights enumerated under Section 3. In the event of any change in the present law, this clause will be renegotiated.

2.2.2. Whenever the Employer is obligated to satisfy WBE/MBE/DBE or other governmental requirements, the Employer may waive this provision of the work in the event an Employer and Union are unable to find qualified competitive Union subcontractors that meet the above requirements.

2.2.3. When potential Union subcontractors are not available in the locality of the job site to perform the work or where the general contractor receives no competitive union bids, by mutual agreement, the Employer and Union may waive this provision. Provided however, the Union and Employer shall review the prices submitted before assigning the non-union subcontractor.

2.3. UNION REPRESENTATIVE

2.3.1. Authorized representatives of the Union shall have access to the projects provided they do not unduly interfere with the work of employees, and that they fully comply with the safety and security procedures established for the projects. On projects with restricted access, the Employer will cooperate with the Union officials in this regard as far as regulations permit.

2.3.2. The Employer recognizes the Union's right to appoint a Shop Steward in accordance with Local Union Policy. The Steward shall perform their work for the Employer the same as any other worker. No Shop Steward shall be disciplined or otherwise discriminated against for their Union activity. Although there shall be no non-working Stewards, it is recognized that the Steward has an important function in maintaining harmony and cooperation on the job.

2.4. UNION DUES DEDUCTION PROGRAM

2.4.1. The Employer, upon voluntary written authorization from the employee, shall deduct from the first (1st) paycheck received by said employee each month dues, initiation fees and assessments and promptly remit the same to the appropriate officer of the Union. If such are not deducted in one month for any reason, they shall be deducted the following month. The amount of such monthly dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split so as to provide for five (5) equal payments, one from the first (1st) pay period after completion of thirty (30) days of employment, and equal amounts in the following four (4) pay periods.

2.4.2. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

2.4.3. The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

2.5. DRIVE CONTRIBUTIONS

2.5.1. If it is determined that the Employer is required by law to allow payroll deductions into the Teamsters DRIVE Fund, the Employer and the Local Union will execute the appropriate paperwork.

3. MANAGEMENT RIGHTS

3.1. CUSTOMARY FUNCTIONS

3.1.1. The Employer retains full and exclusive authority for the management of its operations subject to the provisions of this Agreement. The Employer shall direct his working forces at his sole prerogative including, but not limited to hiring, promotion, transfer, layoff or discharge subject to the provisions of Section 6.10. The Employer shall have the right to utilize the most efficient methods or techniques of construction, tools or labor saving devices. There shall be no limitations upon the choice of materials or design. Discharge or terminations shall be subject to the Construction Industry's just cause standard as outlined in Section 6.10.

3.1.2. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer retains all legal rights not specifically covered by this Agreement.

3.1.3. When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation beyond the Employer's control that could endanger the life and safety of an employee, in such cases, employees will be compensated only for the actual time worked.

3.2. SPECIAL CONDITIONS

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

3.2.2. In order to maximize the effect of this provision, all crafts will be requested to act uniformly. Employees of a craft should be treated equally under this provision. The General Contractor shall encourage his subcontractors to comply with any modifications granted under this provision.

4. SETTLEMENT OF DISPUTES

4.1. GRIEVANCE PROCEDURE

4.1.1. In cases of violation, misunderstandings or differences in interpretation of this Agreement, there shall be no cessation or stoppage of work. Grievances will be handled in a timely and efficient manner, with both parties pledging their immediate cooperation to eliminate the above mentioned possibilities, and the following procedure is outlined for that purpose:

Step One- In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the same shall promptly (not later than fifteen (15) working days), be referred to the authorized representative of the Union and the Employer or their authorized representative. Should they fail to effect a settlement; the matter will proceed to Step Two:

Step Two- The dispute shall be referred to a Board of Conciliation within fifteen (15) working days. The Board shall consist of two (2) persons who have no direct involvement in the dispute, appointed by each party; Union Committee members from "Construction Locals" and Employer Committee members from an Employer signatory to a Teamster Construction Agreement (AGC or similar white-paper agreement). If these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them, the matter shall proceed to Step Three:

Step Three- By mutual agreement of the parties, the issue may be referred to mediation. The parties shall request a mediator from the Federal Mediation & Conciliation Service or other mutually acceptable service. This person shall serve as mediator to resolve the dispute. The expense of employing the mediator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs. Should mediation be waived or the parties fail to reach agreement, the matter shall proceed to Step Four.

Step Four- If not resolved in Step Two or Three above within twenty-one (21) calendar days, the moving party may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, and the parties shall alternately strike names until only one name remains. In the alternative the parties may agree to select a mutually agreeable arbitrator to hear the dispute. This person shall serve as arbitrator to resolve the dispute. The expense of employing the arbitrator shall be borne equally by both parties and each party shall be responsible for their own attorney fees and costs.

4.1.2. Any decision shall be within the scope and terms of this Agreement. It may also provide retroactivity not exceeding sixty (60) days and shall state the effective date. Decisions of the Board or arbitration shall be final and binding upon all parties. By mutual agreement, the aforementioned time frames in this Section may be waived or extended.

4.2. SETTLEMENT OF JURISDICTIONAL DISPUTES

4.2.1. There will be no strikes, no work stoppages or slowdowns or other interference with the work because of jurisdictional disputes.

4.2.2. The Employer shall be responsible for all jurisdictional assignments. In issuing such assignments, the Employer shall be guided by decisions of record, jurisdictional agreements of record and International Agreements between the Trades. Craft jurisdiction is neither determined nor awarded by classifications appearing in any labor agreement. All jurisdictional disputes shall, subject to Section 4.2.3 of this Agreement, be adjudicated in accordance with the current Plan for the Settlement of Jurisdictional Disputes.

4.2.3. All jurisdictional disputes between or among building and construction trades Unions and Employers shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employer and Unions.

4.3. STRIKES AND PICKET LINES

4.3.1. It is mutually agreed that there shall be no strikes, lockouts or other slow down or cessation of work by either party on account of any labor difference pending the utilization of the grievance machinery, as set forth in 4.1.

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

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

5. HOURS OF WORK

5.1. SINGLE SHIFT OPERATION

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

5.1.2. A single shift operation shall be restricted to the hours between 5:00 am and 6:00 pm and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the time and one-half rate.

5.1.3. Four ten (10) hour shifts at the straight time rate may be established Monday through Thursday or Tuesday through Friday with prior written notification to the Union. In the event the job is down due to weather conditions, then Friday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate. All hours worked in excess of ten (10) hours a day or forty (40) hours a week must be compensated at the overtime rate.

5.1.4. No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day.

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

5.1.6. Special Shifts- When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate, plus the shift pay premium, if applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

5.1.7. Holiday Week- In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four days of the week may be worked as a four ten shift. In the event the job is down due to weather conditions, then Saturday, at the option of the Employer may be worked as a voluntary make-up day at time and one-half rate.

5.2. MULTIPLE SHIFT OPERATION

5.2.1. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

5.2.2. Two Shift Operation- On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 5.1. of this Agreement. On a two shift operation, the second shift shall be established for a minimum of three (3) days. The Employer shall notify the Local Union prior to the start of a two shift operation.

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

5.2.3. Three Shift Operation- On a three-shift operation, the following shall apply:

(a) First Shift - The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at mid shift between the hours of 6:00am and 6:00pm.

(b) Second Shift - The second shift shall be seven and one-half (7-1/2) hours of continuous employment, except for lunch period at mid shift and shall be paid for eight (8) hours at the straight time hourly wage rate.

(c) Third Shift - The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at mid shift and shall be paid for eight (8) hours at the straight time hourly wage rate.

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

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

5.2.6. The Employer shall notify the Local Union in writing, at least three (3) days prior to the start of a multiple shift (a 2 or 3 shift).

5.3. OVERTIME

5.3.1. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours per week, Monday through Friday, or outside the normal shift, and all work on Saturdays, shall be paid at time and one-half the straight time rate. All work performed after 6:00 pm Saturday to 5:00 am Monday and all work performed after twelve (12) hours in a day shall be paid at double the straight time rate of pay. The Employer shall assign off shift overtime work to employees based on date of hire. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations.

5.4. REPORTING AND MINIMUM HOURS PAY

5.4.1. Employees will be notified of their scheduled report time no later than twelve (12) hours before the start of their shift. When an employee or new hire reports to work for his regular or assigned shift and weather permitting is not put to work, he shall be paid two (2) hours reporting time and shall remain at the job site for the two (2) hours if required by the Employer.

5.4.2. Employees who work less than four (4) hours shall be paid four (4) hours; they shall be paid for actual hours worked if required to work more than four (4) hours. Employees who cannot work a full shift because of weather conditions shall be paid for actual hours worked.

5.4.3. **Night Shift**- If the Employer establishes a night shift, which shall be defined as any shift with the majority of the hours worked between 6:00 pm and 5:00 am, such shift shall consist of a minimum of eight (8) hours work for eight (8) hours pay for a 5X8 shift or ten (10) hours work for ten (10) hours pay for a 4X10 shift. This provision also applies to Section 5.1.6 Special shifts worked at night.

5.4.4 **Shift Pay**- Any hours worked between the hours of 6:00 pm and 5:00 am inclusive shall receive an additional two dollars ($2.00) per hour inclusive of the appropriate overtime calculations as defined in Appendix 1, Schedule A (Shift Pay Premium). When possible, the Employer shall notify employees of night work at least one (1) week in advance.

5.4.5. If any employee refuses to start work or if any employee stops work of his own volition, the minimum set forth in Section 5.4.2 and 5.4.3 above shall not apply.

5.4.6. When employees, including new hires, reporting for work arrive on the job unprepared to perform the work required (for example, under the influence of alcohol or drugs, or inadequate clothes), the Employer shall not be expected to put such individuals to work nor shall they be entitled to reporting pay if not put to work.

5.4.7. Pre-trip inspections and post trip inspections shall be considered as, and paid as time worked.

6. EMPLOYMENT POLICIES

6.1. SAFETY MEASURES

6.1.1. The Employer and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement and shall have adequate shelters available where necessary, with heat, where the workers can change and dry their clothes and store their tools. On all projects covered by this Agreement, there shall be provided by the Employer at all times during construction, sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh drinking water will be available to the workers. Employer will furnish welding equipment including all leathers, hard hats, eye protection, ear protection, respirators, safety belts and lanyards, and reflective vests. The Employer will transport drivers, when necessary in safe vehicles, not on the back of a tail gate of a pick-up truck.

6.1.2. Overload tickets, fines (including late fines and penalties or other Departmental Actions which affect the employees driving record) and/or citations will be paid by the Company in a timely manner, only in those cases where the Company's conduct was directly responsible for the violation, ticket, citation or action. In that case, the Company will contact the DMV or other appropriate entity to request that the overload ticket does not go on the driver's record or to resolve the issue.

6.1.3. This Agreement is not intended to and shall not be construed as creating, imposing, or adopting on the Union or representatives any state common-law duties in the areas of safety.

6.1.4. Where tarping is required by law, no employee shall be required to operate a vehicle without proper tarping. In the event of a mechanical tarping system, such shall be in proper working order. If not, the equipment shall be placed out of service.

6.2. SPECIAL SAFETY MEASURES

6.2.1. To insure safety and eliminate unnecessary occupational accidents, the Employers agree that vehicles will be properly cabbed and screened and shall be equipped with heaters and defrosters. On-the-highway vehicles shall be equipped with large mirrors. All air-conditioning units not in working condition shall be fixed upon written notice in the vehicle inspection report in a timely manner.

6.2.2. Employees are encouraged to report all safety concerns to management immediately without any repercussions.

6.2.3. It shall not be a violation of this Agreement, or cause for disciplinary action, where employees refuse to operate equipment or a vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health.

6.2.4 Protective Clothing - Where un-cabbed equipment must be operated in the rain and/or wet tunnels, the Employer will furnish suitable rain gear that fits the employee. The employee shall guarantee the return of this rain gear in like condition, normal wear and tear excepted. The Employer shall provide gloves upon request.

6.2.5. The parties agree and understand that current and future technology may be needed to meet customer, operational and competitive demands. As a result, the parties further agree that the Employer may, after advanced written notice to the Union, install in its vehicles, any technological system that it deems appropriate in furtherance of its business. The use of cameras and global positioning satellite (GPS) systems on employer owned vehicles is to monitor and improve driver safety & efficiency, assist employees in the performance of their primary responsibilities of safe driving and to ensure employers remain eligible for coverage through licensed and admitted insurance companies providing market rate insurance coverage. This technology will be used for coaching purposes, which shall take place during work hours and to improve employee safety and employee skill development but is not intended to be used for real time driver monitoring.

Effective June 1, 2021, the Employer shall not install any inward facing cameras, audio recorders or livestreaming in any vehicle(s). In cases where inward facing cameras and or audio recorders already exist, the Employer shall deactivate and verify to the Union and employee that the inward facing camera and audio recorder is disabled and non-functional.

Any discipline shall be in accordance with just cause pursuant to section 6.10 and may not be the sole basis for any suspension or discharge, except in cases of dishonesty, theft of property, assault of fellow employees or falsification of documents. If information from any technological system is to be used to discipline or discharge an employee, the Employer must provide the Local Union, prior to any grievance meeting, an opportunity to review the information relied upon by the Employer to support the discipline or discharge.

6.3. LUNCH PROVISIONS

6.3.1. Employees shall not be required to work more than five (5) hours from the start of the shift without at least a one-half (1/2) hour unpaid break for lunch. This lunch period shall not begin earlier than three and one-half (3-1/2) hours after the start of the shift. Employees who work through lunch shall be paid one-half (1/2) hour at the applicable overtime rate and must be allowed time to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half (1/2) hour at the applicable overtime rate.

6.3.2. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half (1/2) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer.

6.3.3. In the event that the Employer establishes a ten (10) hour day, the above lunch periods shall be at mid-shift. Employees' lunch period may be staggered during the period of three and one-half (3-1/2) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

6.4. REST PERIODS

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

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

6.5. PAY DAY

6.5.1. Employees shall be paid in full once each week (on the same day), but in no event shall wages be withheld for more than five (5) days' (Saturday, Sunday and Holidays excluded).

6.5.2. If the regular pay day falls on a Holiday, the workmen shall be paid on the last regular work day before the holiday.

6.5.3. The Employer will have the following options of making payment: negotiable check made on local bank, paid at the job site or Employer's office, direct deposit in employee's bank account or by mail.

6.5.4. If payment is not made expressly as provided herein, then the employee shall be paid two (2) hours pay at the appropriate hourly wage rate for each twenty-four (24) hour period thereafter until payment is made. In the case of payment by mail, the postmark on the envelope will serve as the cutoff for any penalty.

6.5.5. The Employer shall furnish to each employee at the time of payment of wages an itemized statement showing the pay basis (i.e., hours or days worked), rate or rates of pay, gross wages, and all deductions there from for that pay period. In addition, the name, address and telephone number of the Employer shall be indicated.

6.5.6. No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative fifteen (15) days from the pay period in question.

6.5.7. Employees who quit shall be paid not later than the next regular pay period.

6.5.8. Employees who are laid off or discharged shall be paid not later than the end of the next regular business day. In the case of payment by mail, the postmark on the envelope will serve as the cutoff for any penalty.

6.6. SUBSTANCE ABUSE POLICY

6.6.1. Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

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

6.6.3. An acceptable Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement but is not a part of this agreement and modification to this Substance Abuse Program by mutual agreement of the Employer and the Union will not constitute a change to this agreement. Mutual agreement will not be unreasonably withheld.

6.6.4. Any grievance related to an individual Employer's substance abuse program shall be resolved through the Settlement of Disputes/Grievance section of this agreement.

6.7. LIGHT DUTY RETURN TO WORK

6.7.1. It is agreed that the Employer may return an injured member to light duty status, when allowed by the member's doctor. When such light duty work is available, light duty functions may not be work of another craft or work under classifications covered by the Master Teamster Agreement and Schedule "A" classifications. At no time will the member's total earnings be less than his/her full time loss compensation under industrial insurance. Further, the member will be provided with a full fringe package, as per the collective bargaining agreement over and above total remuneration. Should the member on light duty have to be laid off due to no work available, the Employer will not adversely affect his/her ability to continue to receive loss time benefits from the Industrial Insurance Division of Labor and Industries (including self insured employers), provided they are still medically eligible.

6.8. APPRENTICESHIP & TRAINING PROVISION

6.8.1. The parties to the Agreement agree that the best interest of the construction industry will be served by establishing an apprenticeship program so that the new employees may be trained in the operation of equipment covered by this Agreement. The Washington Construction Teamsters Apprenticeship program as registered with the Washington State Apprenticeship and Training Council shall be adopted by the parties.

6.8.2. In addition to the above mentioned trust funds, an Apprenticeship and Training Trust, to be known as the "Washington-Idaho Teamsters/AGC Apprenticeship and Training Trust" is hereby established. Effective June 1, 2024 a sum of seventy cents ($0.60) per compensable hour worked for all employees covered by this Agreement shall be contributed to the fund by all Employers signatory to this Agreement. Operation of the trust fund shall be controlled and administered by a joint board of trustees. The trust agreement as amended shall be attached to and become a part of this Agreement.

6.9. DATE OF HIRE

6.9.1. The Employer will utilize date of hire for dispatch on any given day.

6.9.2. The Employer may make exceptions to 6.9.1 considering the following:

a) the Employee's documented discipline regarding unacceptable safety performance within the previous twelve (12) months;

~~**b)**~~ the Employer's ability to utilize its equipment as it deems necessary;

~~**c)**~~ the Employer's ability to effectively utilize the relative skills of individual employees performing work.

6.9.3. The Employer will post, in each location where employees report for work, a "Date of Hire List" for all employees who have been employed for more than seven hundred fifty (750) hours.

6.9.4. Employees shall be laid off according to inverse Date of Hire. Eligibility shall be broken by more than twelve (12) continuous months without employment by the Employer, except for time off due to an on the job injury or FMLA. Drivers who have completed seven hundred fifty (750) hours, will be recalled from a layoff in order of their Date of Hire. The Employer reserves the right to bypass a driver if the driver is not qualified to operate the necessary equipment or the Employer has a legitimate business reason to do so. Drivers who are terminated or quit are not eligible for this recall language.

6.9.5. Excluded from this policy will be employee work assignments made to allow the Employer to meet applicable EEO or other governmental contract requirements. The Employer does not recognize a seniority list and reserves its right to change the order in which employees are assigned work if any of these employees are not available or qualified for certain trucks or work, or if the Employer has other sound business reasons, provided the change is not for retaliatory or punitive reasons.

6.9.6. No employee shall be laid off as a result of exercising his or her rights under this Agreement. An employee will have ten (10) working days to file, in writing, a claim of violation of this Date of Hire provision, otherwise it will be null and void.

6.9.7. In the event of a dispute as to an employees' qualification to operate a piece of equipment, the Employer shall provide an opportunity for the employee to demonstrate whether they are qualified or not.

6.9.8. Union Leave. The Employer shall grant the necessary time off, without discrimination or loss of Date of Hire and without pay, to any employee designated by the Union to attend a labor convention or appointed to serve in any capacity on other official business, provided forty-eight (48) hours written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. The Employer's concurrence shall not be unreasonably withheld.

6.9.9. A Union member elected or appointed to serve as a Union official or for the "Washington-Idaho Teamsters/AGC Apprenticeship and Training Trust" shall be granted a leave of absence during the period of such service, without discrimination or loss of Date of Hire, and without pay.

6.10. DISCIPLINE

6.10.1. Employees who have not worked a minimum of 750 hours shall be considered "at will" and may be subject to discharge with no recourse under the grievance procedure outlined in the agreement.

6.10.2. Employees who worked more than 750 hours may be disciplined, suspended or discharged for just cause subject to the following conditions:

6.10.3. No employee shall be warned or suffer suspension or discharge except in accord with the provisions of this Section and any warning, notice of suspension or notice of discharge must be in writing and dated.

6.10.4. Warning notices, suspensions or discharges, except as hereinafter provided, not executed within ten (10) days of Employer's knowledge of any given incident are void.

6.10.5. A copy of each warning notice, notice of suspension or notice of discharge shall immediately be delivered to the employee and a copy forwarded to the Union. The employee will be asked to sign an acknowledgment of receipt of a copy of the warning, suspension or discharge. The signing of the receipt by the employee shall not be regarded as an admission by the employee that he did or failed to do the thing about which he is warned, suspended or discharged.

6.10.6. Except as provided in 6.10.7, there shall be no suspension unless within the previous twelve (12) months the Employer has given the employee a previous written warning notice wherein facts forming the grounds of Employer dissatisfaction were clearly set forth. Furthermore, there shall be no discharge unless within the previous twelve (12) months the Employer has given the employee a previous written warning notice and the employee has served a suspension wherein facts forming the grounds of Employer dissatisfaction were clearly set forth.

6.10.7. Warning notices are not necessary if the grounds for the suspension or discharge is dishonesty; recklessness; gross negligence; insubordination; theft; willful damage to the Employer's property; possession, sale or use of dangerous drugs or narcotics or drinking related to employment; assault of or to fellow employees or to other persons with whom the employer has an actual or potential business relationship; actions resulting in a safety or environmental hazard: actions which cause material damage to the Employer; carrying of unauthorized passengers or deliberate falsification of records including time cards.

Discharges or suspensions under these exceptions must be executed within ten (10) calendar days of the occurrence of the incident forming the grounds. However, if the Employer's knowledge of the incident is not immediate, a discharge or suspension founded thereon must be executed within ten (10) calendar days of the time the Employer acquires knowledge of same, but in no event more than sixty (60) days following the incident, except for dishonesty.

6.10.8. Any disagreement over any action taken under this Section shall be handled according to Section 4, Settlement of Disputes.

7. EMPLOYEE BENEFITS

7.1. HOLIDAYS

7.1.1. Holidays recognized by this Agreement shall be New Year's Day, Martin Luther King Jr. Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day, Friday and Saturday after Thanksgiving Day and Christmas Day. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. A holiday shall be a twenty-four (24) hour period, beginning with the regular starting time of the first shift on the date of the holiday, unless otherwise mutually agreed to by the Employers and the Union. No work shall be performed on Labor Day except to protect life and property or by mutual agreement of the Union and the Employer. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day. Employees assigned to work on a holiday shall be compensated at two times (2X) the regular rate of pay.

7.2. HEALTH & SECURITY

7.2.1. It is agreed that all Employers covered by this Agreement shall contribute a sum as listed in Schedule "A", herein for each compensable man hour of Teamsters employed by such Employers in work contained under the terms of this Agreement. Said contributions shall be made on or before the tenth (10th) day of the month following the month in which the hours were worked to the Washington Teamsters Welfare Trust in care of Northwest Administrator's, Inc. In the event an Employer fails to make the monetary contributions in conformity with this section of the Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

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

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

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

7.3. PENSION

7.3.1. The continuance of this Collective Bargaining Agreement the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit a sum as listed in Schedule "A" for each hour for which compensation is paid to him, said amounts to be computed monthly. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement. In the event an Employer fails to make the monetary contributions in conformity with this Section of the Agreement, the Union is free to take any economic action against such Employer it deems necessary and such action shall not be considered a violation of this Agreement.

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

7.3.3. The contributions required to provide the Enhanced Early Retirement Program are not taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER II must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

7.4. SICK/PAID LEAVE ORDINANCES

7.4.1. It has been the historic practice of the parties, based on the nature of the construction industry, to not include sick leave as a paid time off benefit in this agreement, the parties specifically chose to bargain higher wage rates, a time loss payment benefit, and other matters in lieu of paid time off. Therefore it is the position of the parties that the sick leave required by Seattle City Ordinance #123698 and the paid leave required by the City of Tacoma Ordinance #28275, (or any other similar ordinance) is not applicable as the parties have waived paid sick leave in lieu of other benefits though collective bargaining.

7.4.2. The Parties understand the foregoing shall not be construed as a waiver of the Paid Sick Leave requirements of Washington State Law. Further should a waiver of this law become available, the parties agree that a waiver of the Washington Paid Sick Leave shall immediately apply.

7.4.3 The parties are encouraged to use Section 4.1, Grievance Procedure of this agreement as the method to resolve questions, disputes or alleged violation of the Washington State Paid Sick Leave and its regulations.

7.4.4. The Parties are in agreement that the negotiated fringe contributions under Section 6.8 Apprenticeship and training provision and 7.2 Health and Security and 7.3 Pension, of the Agreement shall not be due and were not intended to cover paid sick leave contributions to the Washington-Idaho Teamsters/AGC Apprenticeship and Training Trust or the Washington Teamsters Welfare Trust and Western Conference of Teamsters Pension Trust in care of Northwest Administrator's, Inc.

8. MISCELLANEOUS PROVISIONS

8.1. NORTHWEST FAIR CONTRACTING INDUSTRY IMPROVEMENT COMMITTEE

8.1.1. The Employer agrees to deduct from the net pay (after taxes) of each employee performing work covered by the terms of the agreement a sum as listed in Schedule "A" for each hour worked and remit same to the Northwest Fair Contracting Industry Improvement Committee. Contributions will be made on the same form as the Health and Security payments.

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

8.2. PRE-DETERMINED WAGE RATE PROJECTS

8.2.1. In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established by the Department of Labor pursuant to the provisions of the Davis-Bacon 40 U.S.C., Section 3141 et. Seq. and implementing regulations or established by the Director of the Washington State Department of Labor and Industries pursuant to the provisions of RCW (39.12) and implementing regulations, the published hourly wage rate set forth in said public work at the time of bid shall apply for the first 24 months from notice to proceed with work: provided, however should the Employer be delayed and granted extra project work days the twenty-four (24) months may be extended by a like number of days not to exceed 90 calendar days if the Union is immediately notified of such extension. The fringe benefit rate shall apply according to Article 9 of the Collective Bargaining Agreement. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage and fringe rate for the duration of a project to exceed 24 months.

8.2.2. In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

8.2.3. The Employer shall when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data.

8.2.4. Upon request by an employee or on the behalf an employee by the Union the Employer shall provide the job number, awarding agency, bid date and applicable rates of pay to the employee for his/her specific project.

8.2.5. The parties agree to conduct Joint Labor Management Committee meetings for the purpose of addressing concerns regarding counties which are not currently prevailed at the contractual rate. The intent of these meetings is to address concerns with remaining competitive in the bidding process.

8.3. CRAFT WORK RULES

8.3.1. Consideration shall be given to the length of employment with the Employer on any job as well as to qualifications to do the work, required when terminating an employee, or when rehiring a former employee. An employee who is discharged or voluntarily quits shall not be entitled to such consideration.

8.3.2. When an Employer uses his own employees to move any heavy equipment or machinery which is owned or used by him or which is leased to another Employer, such employees shall be members of this bargaining unit.

8.3.3. On jobs where heated cabs are not furnished on the equipment, arrangements shall be made by the Employer for a warm dry place for the employees to eat their lunch.

8.4. FOREMEN / DISPATCHER

8.4.1. There shall be no desire on the part of the Union to select the Employer's equipment foreman or dispatcher. When in the Employer's opinion the spread is sufficient to require the services of a full time foreman or dispatcher, such foreman or dispatcher shall be qualified to supervise such work as may come within the scope of this Agreement, but he/she shall remain a member of the bargaining unit where they are already a bargaining unit member. Foreman or Dispatchers who are part of this bargaining unit shall not participate in formal discipline on other bargaining unit members. They will not make hiring decisions, establish job performance standards or effectively recommend or participate in disciplining employees.

8.5. PRE-JOB CONFERENCE – EMPLOYER CHANGE IN TERRITORY

8.5.1. If either party desires a Pre-Job Conference, they may request it from the other party.

8.5.2. Where an Employer moves into a territory away from his home area to begin a new project, he will orally or in writing notify the Local Union in whose territory he is to perform the work prior to starting said project.

8.6. OWNER-OPERATORS

8.6.1. When a piece of equipment is operated by its owner and is used on work covered by this Agreement, the Employer shall pay the owner-operator of said piece of equipment wages, overtime, travel (and only if the owner-operator is incorporated, also pension, health & welfare), subject to the terms and conditions of this Agreement and the check stubs will show equipment rental separate from other itemized items. In order to protect the employee benefits of this Agreement and the bargaining unit work from dilution due to substandard equipment rental rates, the Employer agrees to pay the proper tariff as established by the W.U.T.C.

8.6.2. The Employer agrees to maintain current records of the lease rates paid to and hours worked by owner-operator which shall be open to inspection upon the request by the Union for justified cause.

8.6.3. The Employer will require proof of the owner's vehicle registration, certification of insurance, and a current endorsed Combination License, for all owner-operators engaged by the Employer. This Article shall not apply when a written subcontract has been entered into with the owner-operator.

9. APPENDIX 1 - SCHEDULE "A" – CLASSIFICATIONS, WAGE AND BENEFIT SCALES

9.1. SCALE OF WAGES

NOTE: ONLY ZONE "A" RATES ARE SHOWN FOR ALL CLASSIFICATIONS. REFER TO SCHEDULE "B" FOR ZONE "B" & "C" RATE ADJUSTMENTS.

	EFFECTIVE 06/01/24	EFFECTIVE 06/01/25	EFFECTIVE 06/01/26
Class I A	$53.13	$55.68	$58.68
CLASS I	$52.13	$54.68	$57.68
CLASS II	$51.29	$53.84	$56.84
CLASS III	$48.48	$51.03	$54.03
CLASS IV	$43.51	$46.06	$49.06
Mechanic	$51.68	$54.23	$57.23
Mechanic Helper	$50.99	$53.54	$56.54

9.1.1. Shift Pay Premium (Hours worked between 6:00 pm and 5:00 am inclusive).

CLASS I	EFFECTIVE 06/01/24	EFFECTIVE 06/01/25	EFFECTIVE 06/01/26
Straight Time	$54.13	$56.68	$59.68
Time and One-Half	$81.20	$85.02	$89.52
Double Time	$108.26	$113.36	$119.36

NOTE: EMPLOYEES PERFORMING WORK IN **KING**, **PIERCE** AND **SNOHOMISH** COUNTIES SHALL RECEIVE A "TRI-COUNTY PREMIUM" OF SEVENTY FIVE CENTS (75¢) PER HOUR AS REFLECTED IN THE WAGE TABLE BELOW:

	EFFECTIVE	EFFECTIVE	EFFECTIVE
	06/01/24	06/01/25	06/01/26
Class I A	$53.88	$56.43	$59.43
CLASS I	$52.88	$55.43	$58.43
CLASS II	$52.04	$54.59	$57.59
CLASS III	$49.23	$51.78	$54.78
CLASS IV	$44.26	$46.81	$49.81
Mechanic	$52.43	$54.98	$57.98
Mechanic Helper	$51.74	$54.29	$57.29

9.1.2. Shift Pay Premium (Hours worked between 6:00 pm and 5:00 am inclusive).

CLASS I	EFFECTIVE	EFFECTIVE	EFFECTIVE
	06/01/24	06/01/25	06/01/26
Straight Time	$54.88	$57.43	$60.43
Time and One-Half	$82.32	$86.15	$90.65
Double Time	$109.76	$114.86	$120.86

9.2. FRINGE PAYMENTS SCHEDULE

	EFF.	EFF.	EFF.
	06/01/24	06/01/25	06/01/26
Health & Security (See Schedule A, Sec. 9.3, 9.4 & 9.5)	$13.92	$13.92	$13.92
Pension:	$12.00	$13.00	$14.00
BASE	$11.27	$12.21	$13.15
PEER 84	$ .73	$ .79	$ .85
APPRENTICESHIP	$ .60	$ .60	$ .60
DEDUCTIONS: (Deduct from net wages)			
NW Fair Contracting Committee	$ .20	$ .20	$ .20

9.3. HEALTH AND WELFARE PLANS

9.3.1. Medical, Dental, & Vision: Effective June 1, 2024, based upon May 2024 hours, the WaTWT plans listed below shall be in effect for the duration of the Agreement.

Programs
Medical – Plan B Time Loss Plan E Life and A D & D Plan A Disability Waiver
Dental - Plan A
Vision - Extended
RWT Plus "XL"

9.4. EQUIPMENT CLASSIFICATIONS

Class I A	Lowbed Heavy Duty Equipment Trailer with 3 or more axles

Class I	"A-frame or Hydralift" trucks and Boom trucks or similar equipment, when "A" frame or "Hydralift" and Boom truck or similar equipment is used Buggymobile Bulk Cement Tanker Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material and performing work in Teamster jurisdiction. Dump trucks, side, end and bottom dump, including articulated semi-trucks and trains or combinations thereof: 16 yards to 30 yards capacity. Over 30 yards, $.15 per hour additional for each 10 yard increment. Explosive Truck (field mix) and similar equipment Hyster Operators (handling bulk loose aggregates) Road Oil Distributor Driver Spreader, Flaherty Transit mix used exclusively in heavy construction **NOTE**: All types of trucks or equipment used to haul portland cement ready-mix shall be governed by the Transit Mix Scales. Water Wagon and Tank Truck: 3000 gallons and over capacity

Class II	Bull lifts, or similar equipment and equipment with modifications used in loading or unloading trucks, transporting materials on job sites Contractors Bus or Manhaul Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material and performing work in Teamster jurisdiction. Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof: Less than 16 yd. capacity Flatbed: Dual Rear Axle Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man Leverman and Loaders at bunkers and batch plants Oil Tank Transport **NOTE**: Oil Tank Transport classification not available for Private Works projects. Scissor Slurry Truck Sno-Go and similar equipment Swampers Straddler Carrier (Ross, Hyster) & similar equipment Team Driver Tractor, small rubber tired (when used within Teamster jurisdiction) Vacuum Truck

	Warehousemen and Checkers Water Wagon and Tank Truck: less than 3,000 gallon capacity Winch Truck: Single Rear Axle Wrecker, Tow Truck & similar equipment

Class III	Flatbed: Single Rear Axle Pickup Sweeper Pickup Truck **NOTE**: Adjust Class III upward by $2.00 per hour for onsite work only.

Class IV	Escort or Pilot Car

NOTE: All earthmoving shall be classified in accordance with the manufacturers rated water level capacity with or without sideboards but sideboards used specifically to prevent spillage or for balancing the load shall not affect the capacity.

NOTE: All equipment shall carry information with respect to manufacturers' rate capacity.

9.5. HAZMAT PROJECTS PAY

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

LEVEL C: +$.25 PER HOUR <NOTE: This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +$.50 PER HOUR <NOTE: Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +$.75 PER HOUR <NOTE: This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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

9.6. MISCELLANEOUS PAY ISSUES

9.6.1. Any work performed, other than driving, such as gassing, greasing or servicing any teamster equipment, shall be paid for at the employee's regular rate.

9.6.2. When equipment that is not listed herein is put to work on a construction job, the nearest comparable rate in this Agreement shall be paid while the parties to this Agreement negotiate a proper rate. The agreed upon rate shall be retroactive to date equipment was put into operation.

9.6.3. When a foreman or dispatcher is designated to take charge of a crew, he shall be paid not less than one dollar ($1.00) per hour over the highest classification under his supervision.

9.6.4. Drivers, helpers and warehouseman handling sack cement or lime will receive fifteen cents ($0.15) per hour premium pay.

9.6.5. When an employee is temporarily required to perform work of another classification within his craft, the employee shall be paid the higher rate that either classification calls for while required to perform such work.

9.6.6. When work is performed for a minimum of one (1) hour during the first half of the shift, the employee affected shall receive four (4) hours pay at the appropriate rate. Whenever work is performed, a minimum of one (1) hour during the second half of the shift, the employee affected shall receive four (4) hours pay at the applicable rate.

9.6.7. Craft jurisdiction is not determined by classifications appearing in this Agreement.

9.6.8 The Employer will pay for the cost and the time associated with employer mandated training and meetings.

9.7. SCHEDULE "B" - ZONE PAY DIFFERENTIAL

9.7.1. The payment for transportation reimbursement shall be governed by the following provisions:

9.7.2. The parties recognize that it is sometimes inconvenient to get to the job location because of varying distances. It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment.

9.7.3. The parties therefore adopt the following provisions for wage scales: Zone pay will be calculated from the city center of the following listed cities:

Bellingham	Centralia	Raymond	Olympia
Everett	Shelton	Anacortes	Bellevue
Seattle	Port Angeles	Mt. Vernon	Kent
Tacoma	Port Townsend	Aberdeen	Bremerton

Travel:

Zone A	0 - 25 Miles	Free Zone
Zone B	25 - 45 Miles	$ .70 Per Hour
Zone C	Over 45 Miles	$1.00 Per Hour

9.8. CAMP PROVISION

9.8.1. When the Employer provides camp or board and lodging, the basic wage scale will be observed and rate of camp or board and lodging will be paid by the Employer. On jobs in remote areas, where camp or board and lodging is not provided and housing is inadequate or the cost of housing is prohibitive, the Employer will make every effort to arrange for housing at reasonable rates to his employees.

9.8.2. On dams, hydroelectric, building projects, and other remote engineering projects such as airports, refineries and radar or radio installations, but not limited thereto, where the Employer provides camp or board and lodging, remuneration for travel expense will be paid as set forth in Section 9.8.1. above, plus required traveling time for the initial trip to the job and return. Payment of travel time and travel remuneration on the return trip will be paid to all employees, including discharges and layoffs. The only exception that shall apply will be as to those employees that remain on the job less than thirty (30) calendars days, who voluntarily quit.

9.9. TIME IN TRANSIT

9.9.1. Time for driving a truck from the point of pickup to the job and time to drive a truck to the point the truck is to be left after work shall be considered time worked and paid for at the applicable rate of straight time or overtime pay.

9.9.2. If an employee is left stranded away from his transportation, his pay shall continue until he is returned to his place of starting but in no event shall he be paid more than eight (8) hours pay at the straight time rate for each twenty-four (24) hour period away from his starting place.

9.10. PUBLIC TRANSPORTATION REIMBURSEMENT

9.10.1. All necessary ferry fares are to be reimbursed by the Employer in the following instances and manner:

(a) Employees will be reimbursed at the passenger fare or passenger car fare when substantiated by receipts.

(b) When employees elect to live at or near the project and forego daily ferry travel, it is recognized that they are entitled to the prerogative of visiting their homes for the weekend, and in that event ferry charges shall be paid for such weekend travel as substantiated by receipts.

9.11. TRAVEL EXPENSE REIMBURSEMENT

9.11.1. A sufficient amount of expense money for fuel, permits, tolls, meals (while outside of the normal working hours) and lodging shall be advanced to employees while transporting equipment. There shall be no exception. Receipts for expenses incurred will be submitted to his Employer by the employee.

10. APPENDIX 2- HIRING AND UNION RECOGNITION

10.1. GENERAL HIRING HALL RULES

10.1.1. The hiring arrangements set forth in this Appendix 2 shall be the exclusive method by which Employers employ qualified teamsters. The Employers shall only employ qualified teamsters who shall be qualified for employment under this Agreement if they have had at least two (2) years of actual working experience in the building, heavy and highway construction industry or have worked as a Business Agent or Dispatcher officially assigned to heavy duty construction by their respective Union Locals under the terms of this Agreement or a predecessor agreement, and had been in Group One at the time of their employment by their respective Locals under the terms of this Agreement or a predecessor agreement.

10.1.2. Employers shall hire qualified Teamsters by calling the Union. Whenever the Employer requires Teamsters on any job, he shall notify the Local Union office either in writing or by telephone, stating the location, starting time, approximate duration of the job, the type of work to be performed and the number of workmen required.

10.1.3. Employees covered by this Agreement have certain accrued rights of benefits for themselves and their dependents under health and welfare and pension plans which accrue to them by virtue of length of employment with Employers, party to this Agreement, and such rights are generally continuous while under employment and remain effective until a certain period of time after lay-off or discharge.

10.1.4. All classes of Teamsters shall be hired and/or rehired in accordance with the length of service with Employers in the collective bargaining unit as provided in the following sections.

10.1.5. There shall be three (3) groupings of the out-of-work list. All Teamsters with accrued rights shall be registered in either Group One or Group Two, and all other Teamsters who are qualified, but without accrued rights, shall be registered in Group Three. Each applicant for employment shall be required to furnish such data, records, names of Employers and length of employment and licenses as may be deemed necessary, and each applicant shall complete such forms or registration as shall be submitted to him. Applicants for employment shall also list any special skills they may possess.

10.2 LOCAL UNION HIRING HALL

10.2.1. Each Local Union signatory to this Agreement shall maintain its own individual Hiring Hall List Dispatch System in accordance with the provisions of this Agreement whereby the same may function in harmony with like systems of other Teamster Locals and the intent of this Agreement. Among other things, priority rights entitle a Teamster, according to the categories hereinafter set forth, to a preference in hiring or rehire after termination or layoff. A Teamster may not be registered on a hiring hall list of more than one (1) Local Union at the same time. A violation of this rule shall result in exclusion from all hiring hall lists for six (6) months. In the event that a Teamster desires to be placed on the hiring hall lists of another Local Union signatory to this Agreement, he shall register with such Local Union in accordance with its rules and regulations and be placed in the same group in which he established eligibility prior to transfer.

10.2.2. Registration or re-registration in the Local's Hiring Hall List Dispatch System shall be accepted at any time during customary office hours.

10.3. GROUP DEFINITIONS/REQUIREMENTS

10.3.1. All Teamsters, upon appropriate registration for employment, shall be hired and/or rehired in strict accordance with their total length of service with any Employer or combination of Employers, under the terms of this or predecessor agreements, as follows:

(a) GROUP ONE- Teamsters who have worked an aggregate of 500 hours during the two (2) year period immediately preceding registration.

(b) GROUP TWO- Teamsters who have worked an aggregate of less than 500 hours during the two (2) year period immediately preceding registration. Persons who have successfully completed the Teamster Training Program shall be entitled to registration in Group II category.

(c) GROUP THREE- Teamsters and other registrants for employment that have accumulated no hours during the two (2) year period immediately preceding registration.

10.3.2. All registrants shall be positioned in Groups, with priorities according to date and time of registration.

10.3.3. The health and welfare records of the Washington Teamsters Welfare Trust (WaTWT), established by this and predecessor agreements must be used, to the exclusion of all other methods, in determining hours for proper groupings of all registrants as well as all hours needed for personal calls.

10.3.4. "Employers" under this paragraph mean, (1) any Employer party to this Agreement, (2) an out-of-town Employer who adopts or works under this Agreement and contributes to the Health and Welfare and Pension plan, and (3) any Employer who employs Teamsters under the terms of this Agreement and is a contributing Employer within the meaning of the Health and Welfare and Pension Plans.

10.3.5. Upon request of an Employer for Teamsters the Union shall, in writing, dispatch qualified and competent registrants in the manner hereinafter specified:

(a) Registrants shall be dispatched from Group One until Group One has been exhausted.

(b) Thereafter, so long as Group One remains exhausted, registrants shall be dispatched from Group Two until Group Two has been exhausted.

(c) Thereafter, so long as Groups One and Two remain exhausted, registrants shall be dispatched from Group Three.

(d) Dispatches may not be issued unless the prospective employee has registered and been properly assigned to either Group One, Two or Three. Consistent therewith:

10.4. SPECIAL REQUESTS

10.4.1. Requests by Employers for Teamsters to act as supervisors, foremen, or dispatchers shall be honored without regard to the requested Teamster's group or position. However, after employment, such individuals shall not perform bargaining unit work until they have worked for a period of thirty (30) working days. Also requests by Employers for Teamsters with special skills and qualifications to work pursuant thereto shall be honored, provided, such Teamster must work exclusively for a period of ten (10) working days before they may otherwise drive. Further, a violation of the provisions of this subsection shall render that Teamster subject at the Union's request to termination and thereafter, such Teamster shall be ineligible for dispatch to that Employer for a period of six (6) months notwithstanding other provisions of this Appendix. Hours accumulated during the first thirty (30) working days, or ten (10) days as the case may be pursuant to the provisions of this subsection, shall not be counted under the provisions of 10.4.4. of this section.

10.4.2. Bona fide requests by the Employers for Teamsters with special skills and abilities will be honored. The dispatcher shall refer persons possessing such skills and abilities in order in which their names appear on the out-of-work list.

10.4.3. If the Employer is obliged to employ a percentage of females and minorities pursuant to Federal, State or local laws, females and minorities with the requisite skills and abilities may be referred in the order in which their names appear on the out-of-work list without regard to their relative position on the out-of-work list to non-minorities.

10.4.4. A request by an Employer for a particular Teamster previously employed by the requesting Employer within the geographical area of this and/or predecessor agreements is allowed.

10.5. DISPATCH REQUIREMENT

10.5.1. An employee entitled to a personal call who accepts same without first obtaining a dispatch, must, following proper notice from the Local Union, forthwith secure a dispatch. Otherwise, the employee shall suffer immediate removal from the job and shall thereafter be ineligible for dispatch to that Employer for the next following six (6) month period. However, an employee is not entitled to accept a personal call without first obtaining a dispatch if the personal call is issued for work within the jurisdiction of a Local Union other than that in which the employee last worked. EXCEPTION: No new dispatch is required when equipment is transferred pursuant to Section 10.8 of this Appendix.

10.5.2. Except as provided in this Appendix, all Teamsters whether new hires or re-hires or re-calls after termination or layoff must be dispatched, by written dispatch slip, through the Union Hiring Hall List Dispatch System. Hours accumulated without a proper dispatch slip may not be considered for personal calls or grouping qualifications.

10.5.3. Teamsters or others employed contrary to the hiring provisions of this Agreement shall be deemed to be unlawfully employed. In such event, the Employer may be given written notice (with a copy to the AGC of Washington) of the violation and, if upon expiration of that working day, the violation is allowed to continue the Union may take economic action commensurable with or in lieu of the Settlement of Disputes Article of this Agreement. Further, after termination of any unlawfully employed Teamster, that Teamster shall, thereafter be ineligible for dispatch to the Employer involved for a period of six months, notwithstanding other provisions of this Appendix.

10.5.4. If the Employer involved is a Joint Venture, the six (6) month restriction shall also apply to all parties thereto regardless of whether or not they continue as parties in said Joint Venture.

10.6. REJECTION/TERMINATION/LAY-OFF

10.6.1. Any registrant rejected by the Employer shall be restored to his place on the list for his Group. When a registrant is referred for employment and is actually on a job for no less than five (5) days nor for a period in excess of twenty-one (21) days (dependent on the Local Union's Hiring Hall Rules), such registrant's name shall be removed from the list.

10.6.2. When his employment terminates, he shall be registered at the bottom of the appropriate GROUP list on which he is entitled to be registered. If a registrant, upon being referred for employment in regular order, refuses two (2) dispatches, such registrants name shall be removed from the list for the remainder of that month and then placed at the bottom of the GROUP list on which he is registered.

10.6.3 When a registrant has been rejected or laid off as unsatisfactory by two (2) Employers or has been discharged for cause by at least three (3) Employers within a twelve (12) month period, he may be denied further use of construction registration of the Hiring Hall, subject to review by the Hiring Hall Review Committee. The Hiring Hall Review Committee may after investigation require that the registrant's skills be certified by the Teamsters/AGC Training center as a condition of his continued registration.

10.6.4. In the event that the referral facilities maintained by the Union are unable to fill the requisition of an Employer for Teamsters within a twenty-four (24) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants directly at the job site. In such an event, the Employer will notify the Union of the names and dates of such hirings within twenty-four (24) hours of such hirings.

10.7. JOINT VENTURE

10.7.1. Where Employers engage in a Joint Venture, Teamsters that have been employed for eight (8) or more working hours by any of the joint ventures, within the two (2) year period immediately preceding, may be transferred to the joint venture job or called for by name by any of the joint ventures. EXCEPTION: Teamsters under a six (6) month restriction, pursuant to the provisions of Section 10.3.5 or 10.5.3, of this Appendix shall concurrent with said six (6) month restriction, also be ineligible for employment by any Joint Venture in which the Employer involved in the restriction is a party.

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

10.7.3. Anyone registered on the Hiring Hall list must be the holder of an up-to-date Commercial Driver's License when required by the law for the type or types of trucks they are qualified to drive.

10.8. TRANSFER RULES

10.8.1. Teamsters dispatched and working as such under and pursuant to the provisions of this Agreement may transfer equipment from one Local Union's jurisdiction to another and continue to work and need not transfer Locals. However, after six (6) consecutive months he or she will transfer into the Local that has area jurisdiction.

10.8.2. The Chapters agree to continue to recognize the Union as the sole and exclusive collective bargaining representative of employees over whom the Union has jurisdiction subject to rights of employees prescribed in Section 9(2) of the Labor-Management Relations Act as amended.

10.9. REFERRAL RULES

10.9.1. The Union and the Employers agree that the referral of Teamsters shall be on the following basis:

(a) Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect of or obligation of union membership, policies or requirements, or in any way affected by race, color, sex, age or creed.

(b) The Employer retains the right to reject any job applicant referred by the Union for cause but shall not discriminate because of membership or non-membership in the Union or because of race, color, sex, age or creed.

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

10.10. MEMBERSHIP REQUIREMENT

10.10.1. All employees covered by this Agreement shall be required, as a condition of employment to apply for and become members of, and to maintain membership in the Union within nine (9) days following the beginning of their employment or the effective date of this cause, whichever is later.

10.10.2. The Union recognizes its obligation and therefore assumes full responsibility to every employee discharged under the provisions of the paragraph last above set out as a result of a written request from the Union to the Employer provided that the only reason for discharge is as to the timely tendering of normal initiation fees and dues.

10.11. RE-OPENER

10.11.1. Either party to this Agreement shall have the right to reopen negotiations pertaining to Union recognition and hiring procedures by giving the other party thirty (30) days written notice when there is reason to believe that the laws pertaining thereto have changed by Congressional amendments, government regulations, or court decision.

11. APPENDIX 3 - PRIVATE WORKS LETTER OF UNDERSTANDING

11.1. GENERAL PROVISIONS

11.1.1. Effective the first day of June 1, 2024 by and between the Western Washington Teamsters, hereinafter referred to as the Union, and the undersigned Employers, hereinafter referred to as the Employer:

11.1.2. This Letter of Understanding shall cover all privately funded projects involved in the construction, alteration, or repair of buildings and structures.

11.1.3. The wage rates covered by the Letter of Understanding shall be equal to ninety percent (90%) of the wage rates established in the Western Washington AGC of Washington/Teamsters Collective Bargaining Agreement.

11.1.4. The purpose of this Letter of Understanding is to attempt to retain or recapture projects, it is not to allow the Employer to pay a less than full contract rate for work which is not directly related to a specific private works project as defined in this Letter of Understanding. As examples; movement of equipment between plants, travel to and from prevailing rate jobs or down time or "nonproductive time" not directly related to a specific private works job shall be paid at the full contractual rate.

11.2. PRIVATE WORKS WAGE SCHEDULE

WAGE SCALES	EFF 06/01/24	EFF 06/01/25	EFF 06/01/26
Class I A	$47.82	$50.11	$52.81
Class I	$46.92	$49.21	$51.91
Class II	$46.16	$48.46	$51.16
Class III	$43.63	$45.93	$48.63
Class IV	$39.16	$41.45	$44.15
Mechanic	$46.51	$48.81	$51.51
Mechanic Helper	$45.89	$48.19	$50.89

FOR KING, PIERCE & SNOHOMISH COUNTIES:

WAGE SCALES	EFF 06/01/24	EFF 06/01/25	EFF 06/01/26
Class I A	$48.49	$50.79	$53.49
Class I	$47.59	$49.89	$52.59
Class II	$46.84	$49.13	$51.83
Class III	$44.31	$46.60	$49.30
Class IV	$39.83	$42.13	$44.83
Mechanic	$47.19	$49.48	$52.18
Mechanic Helper	$46.57	$48.86	$51.56

11.3. PROJECT APPLICATION/LIMITATIONS

11.3.1.. This Letter of Understanding shall cover projects valued at $4 million or less, based upon the value of work performed by a contractor signatory to this agreement.

11.3.2. The Private Works Addendum is clarified to include:

(a) Work within private commercial pits.

(b) The delivery of aggregates processed and unprocessed to all private and public projects from any private commercial source.

11.3.3. Private Works exclusions are:

(a) The delivery of hot mix asphalt or ready-mix concrete to predetermined wage rate projects.

(b) The delivery of aggregates processed and unprocessed from portable crushers set up for specific predetermined wage rate projects. There shall be no staging on projects to allow for the reduced wage rate.

11.4. ADOPTION OF MASTER LABOR AGREEMENT.

11.4.1. The parties agree to be bound by, to adopt and incorporate by reference this Letter of Understanding, and shall be a part of the Master Labor Agreement, except as provided in this Letter of Understanding.

11.4.2. Notification: The Employer shall notify the affected Local Union when work is to be performed under this Letter of Understanding prior to starting work. Failure to notify the Union will result in the payment of 100% wage rates until the Union is properly notified in writing.

11.4.3. The Employer and Union agree that when the Teamsters are working on the same payroll as the Operators, Laborers or Carpenters who are receiving a higher rate of pay as provided in their Private Works Addendum, then those Teamsters will also receive the equivalent rate. This understanding will in no way affect the provisions of Section 8.2 of the Master Labor Agreement.

11.4.5. At no time will apprentices' wage rates exceed those of journeymen for the same classification of work.

11.4.6. Fringe Benefits: Fringe Benefits shall be 100% of those listed in the Master Labor Agreement during the terms of this Agreement.

11.5. JOINT LABOR-MANAGEMENT COMMITTEE

11.5.1. There shall be established a Joint Labor-Management Committee to adopt procedures for implementation of this Private Works Letter of Understanding. The Committee shall consist of:

(a) Two (2) members of the Union negotiating committee;

(b) Two (2) members of the Employer negotiating committee.

11.5.2. Meetings will be on a call basis.

11.5.3. The Committee shall be empowered to:

(a) Resolve disputes concerning compliance with this Letter of Understanding.

(b) Monitor the non-union activity to determine the effectiveness of this Letter of Understanding in retaining private work.

11.6. SPECIAL CONDITIONS

11.6.1. In order to preserve work for the union members and make the Employers who become party to this Agreement more competitive in all private work projects, the Unions signatory to this Agreement and the Employers may mutually agree to put this Agreement into effect on projects higher than the coverage allowed in Section 1.3.

11.6.2. In addition both parties may mutually put into effect special wages and conditions for specific areas or projects for a specific period of time.

2024 - 2027 TEAMSTERS/AGC OF WASHINGTON LABOR AGREEMENT

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AND THE AGC OF WASHINGTON, A CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., ON BEHALF OF CERTAIN INDIVIDUAL MEMBER FIRMS, WHO HAVE INDIVIDUALLY RATIFIED THIS AGREEMENT AND HAVE FURTHER AUTHORIZED THE CHAPTER TO EXECUTE THE AGREEMENT ON THEIR BEHALF.

RATIFIED THIS 30TH DAY OF JUNE, 2024.

FOR THE UNION

SAMANTHA KANTAK, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 38

RICK HICKS, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 174

RICH EWING, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 231

BRIAN BLAISDELL, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 252

NICK LANSDALE, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 313

ROBERT DRISKELL, SECRETARY-TREASURER
TEAMSTERS UNION LOCAL # 589

AGC OF WASHINGTON

NICK SCARSELLA
CO-CHAIR

JAIME LEE
CO-CHAIR

12. ADDENDUM 1 - SUBSTANCE ABUSE PROGRAM

12.1. INTRODUCTION

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

12.2. TESTING OBJECTIVES

12.2.1. Prohibited Substances: A drug is defined as any substance which may affect mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol is defined as any beverage or substance containing alcohol.

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

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

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

12.3. PROCEDURE FOR SCREENING

12.3.1. Employees will be tested within the first day of employment. If the test results are positive, the employee will be subject to immediate termination. (Note: Every effort will be made to schedule testing for the first day.) The employee will not be eligible for re-testing for the purpose of being dispatched to the project of the requesting Employer until thirty (30) days has elapsed.

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

12.3.3. Testing shall be permitted only if all employees, including bargaining unit and non-bargaining unit personnel, are treated equally on a job by job basis. Failure of Management to adhere to this requirement will be grounds to cease testing for all employees for the duration of the project where offense took place, upon written notice from the Union. Upon request, the Employer will provide evidence of testing of non-bargaining personnel. Continuous employees constantly moving from job to job may be exempt from testing for every job, after initially being tested by the Employer. Long term employees that do not move from job to job will test at the start of new jobs. There will be no annual test requirement beyond the scope of this agreement.

12.3.4. Random testing shall be allowed under the following conditions: On-site testing will be allowed in accordance with Section 12.7. Procedures.

12.3.5. Periodic lottery testing may occur if the random selection of employees is fair and impartial and shall not exceed 50% of the subject employees annually. The lottery method of employee selection for testing will be reviewed and accepted by the union representatives.

12.3.6. Lottery testing must include both bargaining unit and non-bargaining unit employees.

12.3.7. An employee that tests positive during a random test will be terminated and not eligible for re-hire for ninety (90) days.

12.3.8. The Employer may, at its discretion, consider for re-hire, an employee who has been terminated as a result of failing his or her drug test, sooner than the ninety (90) day period described in this Section if said employee is satisfactorily participating in, or has completed, a supervised and recognized rehabilitation program, and can perform his or her duties without risk of injury or harm to him/herself or others. See Agreement for Continuation of Employment.

12.4. PROBABLE SUSPICION OR ACCIDENT INVOLVEMENT

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

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

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

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

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

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

12.4.7. If any employee tests positive, he/she will not be eligible for re-dispatch to the project of the requesting Employer until ninety (90) days has elapsed and successfully passed the drug test. The Employer may, at its discretion, consider for re-hire, an employee who has been terminated as a result of failing his or her drug test, sooner than the ninety (90) day period described in this Section if said employee is satisfactorily participating in, or has completed, a supervised and recognized rehabilitation program, and can perform his or her duties without risk of injury or harm to him/herself or others. See Agreement for Continuation of Employment.

12.5. CONSENT AND TRANSPORTATION PROCEDURES

12.5.1. Employer shall inform an employee that a Behavior Report Form has been completed as per 12.4.1. or they have been involved in an industrial accident, and will be required to submit to a drug/alcohol test.

12.5.2. Give employee(s) copies of Behavior Report Form and/or a copy of the accident report indicating employee(s)' involvement in the reportable on-the-job accident as per 12.4.1. Explain that because of the observation or report of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time. Ask the employee whether he/she is aware of any medical condition which may cause the behavior or if he/she has been taking any prescription or non-prescription medication which may affect safe and/or efficient job performance.

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

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

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

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

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

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

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

12.5.4. The Employer shall arrange for transportation and accompany the employee to the exam/test site. Employer shall notify the Union that the employee is being transported for an exam/test, and shall transport the employee to the exam/test site. Upon arrival, the Employer will complete the necessary form(s). The employee will be tested by laboratory personnel or physician. At the conclusion of the examination and test(s), Employer shall transport the employee in accordance with 12.4.3.

12.6. TYPE OF TEST

12.6.1 All alcohol testing to utilize the alcohol dehydrogenizes method.

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

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

12.7. TESTING PROCEDURAL SAFEGUARDS

12.7.1. The Employer and the Union will select the laboratory and sampling procedures. Test procedures will meet the DHSS guidelines for testing, chain of custody, will provide quality control procedures, and assure the maximum in confidentiality.

12.7.2. In the event of positive test results, the employee may request, within ten (10) days, a sample of his/her urine specimen from the medical facility for the purpose of retesting at a qualified drug testing laboratory. Chain of custody for this sample shall be maintained between management and the employee's designated qualified laboratory. Retesting shall be performed at the employee's expense. In the event of conflicting results, the Employer may require a third test. Should the results of this test be positive, the employee may be terminated. In the event of negative test results on the retests, the Employer shall pay for the retests and any lost wages as per Section 12.4.4.

12.7.3. Any urine samples that are determined to be chemically altered shall be considered positive. If a urine sample cannot be analyzed because of dilution, a retest, at the cost of the Employer, will be authorized. A second diluted sample shall be considered positive. A positive test or refusal to authorize a retest will be grounds for termination.

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

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

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

12.7.7 The Employer shall pay for actual time to and from the testing facility, and all time spent during the testing process.

12.8. VOLUNTARY ADMISSIONS

12.8.1. Should an employee voluntarily admit to a substance abuse problem, the employee will not be terminated. The employee will be suspended without pay until an evaluation has been made by a state certified rehabilitation program. Should this evaluation require participation in a rehabilitation program, the employee will be permitted to return to work only if employee signs an "Agreement for Continuation of Employment."

12.9. HOLD HARMLESS CLAUSE

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

12.10 ANNUAL REVIEW

12.10.1. The Substance Abuse Program shall be subject to annual review by the Labor/Management Committee, and that changes adopted by the US DOT and/or Federal Motor Carrier Safety Regulations will supersede language to the contrary contained in this Addendum.

12.11. URINE DRUGS OF ABUSE THRESHOLDS

Substance	Initial Test EMIT/ADH Test	Confirmation Test GC/MS Test
**Alcohol (Ethanol)	Higher than 0.02 g/dl	Higher than 0.02 g/dl
Amphetamines		
Amphetamine	**500 ng/ml**	**250 ng/ml**
Methamphetamine	**500 ng/ml**	**250 ng/ml (Specimen must also contain amphetamine at a concentration of greater than 200 ng/.mL.**
THC (Marijuana) Delta-9 tetrahydrocannabinol-9-carboxylic acid	50 ng/ml	15 ng/ml
Cocaine Metabolite		
Benzoylecgonine	**150 ng/ml**	**100 ng/ml**
Opiate Metabolites		
Codeine	**2000 ng/ml**	**2000 ng/ml**
Morphine	**2000 ng/ml**	**2000 ng/ml**
6-acetylmorphine	**10 ng/mL**	**10 ng/ml Test for 6-AM in the specimen. Conduct this only when specimen contains morphine at a concentration greater than 2000 ng/mL.**
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	100 ng/ml 100 ng/ml
Oxycodone/ Oxymorphone	100 ng/ml	100 ng/ml 100 ng/ml
MDMA/MDA	500 mg/ml	250 ng/ml 250 ng/ml

* Starred items cannot be detected at the lower recommended level. They first show up at the higher defined level due to the current sensitivity of the testing procedures.

Thresholds Amended. 2018

BEHAVIOR REPORT FORM

When requesting a Performance Impairment Exam, the Management representative must complete this form and attach it to the "Clinic Consent Form." Please describe the behavior or reported behavior that causes you to request an exam of:

_____
Employee

_____
Supervisor

_____
Witness

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

SPEECH _____

DEXTERITY _____

STANDING _____

WALKING _____

JUDGMENT _____

DECISION-MAKING _____

APPEARANCE _____

(EYES, CLOTHING, ETC.) _____

_____
Supervisor

_____
Witness

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

CLINIC CONSENT FORM

Employee _____

Employer _____

Project_____ Job No._____

Jobsite Address_____

Jobsite Contract_____ Phone No._____

Union Name/Local No._____ Contact _____

Union Address_____

Union Phone No._____

☐ Pre-employment

☐ Annual

☐ Injury on the job

☐ For cause

☐ Other:_____

Results to be sent to: _____ Jobsite Contact

Medical Consent: I consent to the collection of urine samples by the testing facility staff as requested by the Employer to determine the presence of alcohol and/or drugs, if any.

I understand that any urine samples that are chemically altered shall be considered positive. I understand that if my sample is diluted, a retest at the cost of my Employer will be authorized. I understand that a second diluted sample will result in a positive result.

Authorization to release information: I authorize the testing facility to release a statement that the EMIT/GC-MS test result is positive or negative. I understand and agree that the medical facility will release to the designated representative only the pass/fail results of such testing. It will not release the results of this testing procedure to anyone else without my authorization.

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

Please list all drugs that you are currently taking including over-the-counter medications:

_____

_____

_____

_____

Date:_____ Employee Signature:_____

Time:_____ Witness Signature:_____

FOR CLINIC USE ONLY: VERIFICATION OF PHYSICIAN, REGISTERED NURSE, QUALIFIED TECHNICIAN OR COLLECTION PERSON

I have received a urine sample from the Employee named above on _____

at _____:_____A.M./P.M. and delivered the sample to:_____.

Collection by:_____

Clinic Name:_____

AGREEMENT FOR CONTINUATION OF EMPLOYMENT

As part of the employee's commitment to remain free of alcohol and drug use, it is understood that the employee's continuation of employment by the Company is based upon and constrained by the following terms:

1. The employee must submit to evaluation of potential alcohol or drug problems by a recognized and certified evaluation professional.

2. The employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.

3. The employee must authorize the evaluation counselor to provide a copy of the rehabilitation treatment recommendations to the Company.

4. The rehabilitation facility must agree to closely monitor the employee's attendance at all required sessions. The rehabilitation facility shall notify the Company of the employee's failure to satisfactorily attend treatment sessions. Failure of the employee to adhere to the program for treatment will subject the employee to discharge.

5. In the event the employee is absent from work during the period of rehabilitation treatment, he or she may be subject to alcohol or drug testing.

6. During the period of rehabilitation treatment as outlined by the evaluation counselor, the Company will test the employee for alcohol and drug use on a random basis. Such random tests shall not exceed six random tests during this period. However, such random tests are in addition to any tests that may be necessitated on a for cause basis as defined in the Company's Alcohol and Drug Program or as part of their program to monitor compliance with their treatment program. The employee will be subject to discharge if he/she refuses to submit to testing or if the employee tests positive for drugs or alcohol during this time period.

The Agreement is voluntarily entered into by the employee and in consideration for continuation of employment; the above conditions are hereby agreed to.

Employee_____

Company_____

Date_____