

Agreement Between  
SIGNATORY EMPLOYERS  
INCLUDING  
Granite Construction Company  
W.W. Clyde & Co.

AND  
TEAMSTERS  
LOCAL UNION NO. 222



FOR THE PERIOD  
JULY 1, 2020 – JULY 1, 2023

*TABLE OF CONTENTS*  
*UTAH HEAVY HIGHWAY and GENERAL CONSTRUCTION*  
*TEAMSTERS LOCAL 222*

ARTICLE	DESCRIPTION	PAGE
	<b>UTAH HEAVY HIGHWAY MASTER AGREEMENT</b>	
	Recognition	2
	Management Rights	2
I	Coverage	3
II	Work Preservation	3
III	Bargaining Recognition	4
IV	Craft Addenda	4
V	Non-Discriminatory Operation and Appeals Procedure	4
VI	Jurisdictional Disputes	4
VII	Composite Crews	5
VIII	Universal Working Rules	5
IX	Adjustment of Disputes	10
X	Savings Clause	11
XI	Pre-Job Conferences	11
XII	Public Work Project – Davis Bacon Act and Related Statutes: Title #34, Chapter 30 Utah Code Annotated as Amended	11
XIII	Work Stoppage and Lockout Provision	12
XIV	Drug Testing Policy	13
XV	Favored Nations	13
XVI	Double Breasting Clause	13
XVII	Area and Subsistence	14
XVIII	Area Definitions Area 1, 2 and 3	14
XIX	Effective Date, Termination and Renewal	15
	<b>TEAMSTERS LOCAL 222 ADDENDUM TO HEAVY HIGHWAY</b>	
I	Hiring Hall Rules and Procedures	16
II	Employment Procedures	18
III	Deadheading	20
IV	Teamsters Foreman	20
V	Expenses – Transport Drivers	20
VI	Working Under Shovel & Dragline	20
VII	Classifications Not Listed	21
VIII	Wage Rates, Classifications, Health & Welfare, Pension	21
IX	Classifications and Wage Rates	21
X	Health & Welfare/Pension/Training Trust	24
XI	Wage and/or Fringe Benefit Increases	25
XII	Teamsters Dues Check Off	25
XIII	Teamsters Credit Union Check-Off	25
XIV	Effective Date, Termination and Renewal	26
	<b>UTAH GENERAL CONSTRUCTION AGREEMENT</b>	27
	<b>TEAMSTERS LOCAL 222 ADDENDUM TO GENERAL CONSTRUCTION</b>	
	Wages	28
	Fringes	29

**UTAH HEAVY & HIGHWAY  
MASTER AGREEMENT  
by and between  
SIGNATORY EMPLOYERS  
And  
TEAMSTERS LOCAL UNION NO. 222**

*THIS AGREEMENT* entered into this 1st day of July 2020, by and between Signatory Employers that is party to this Agreement, hereinafter referred to as "Employer," and Teamsters, Chauffeurs, Warehousemen & Helpers Local Union No. 222.

***WITNESSETH***

*WHEREAS*, The Employer is engaged in general construction work in the State of Utah and

*WHEREAS*, the Employer employs members of the Unions and

*WHEREAS*, when the Employer desires to procure employees with sufficient skill to insure continuity of work, and the Unions agree to furnish employees for the performance of such work and

*WHEREAS*, it is to the advantage of both the Employer and the Union that the stability of wage rates, working conditions, and hours of employment be established throughout the said area and

*WHEREAS*, it is the desire of the parties hereto to establish effective methods for the settlement of misunderstandings, disputes, or grievances between the parties hereto to the end that the Employer is assured of continuity of operations and the Employees are assured of continuity of employment and industrial peace is maintained, and the business of industrial efficiency increases.

*NOW, THEREFORE*, in consideration of the mutual desires mentioned above, and the agreements herein contained, it is hereby agreed that the work of heavy highway engineering and building construction in the State of Utah shall be performed under the following conditions:

The Union agrees that their members shall individually and collectively perform loyal and efficient work in service, that they should use their influence and best efforts to protect the property of the Employer and its services at all times. The Unions agree that there will be no solicitations in a manner that will cause disruption of normal operations.

**MANAGEMENT RIGHTS**

Except as specifically modified, delegated or granted in this Agreement, the Employer retains the exclusive right to manage the business of the Employer and the direction of the working force. Among those exclusive rights of the Employer, but not limited thereto, is management's right to operate and manage or close down the operation or any portion thereof to direct the working force to hire, schedule, promote, transfer, lay off and discharge Employees to maintain efficiency of Employees to establish and enforce work regulations and rules of conduct of Employees to determine the type of services to be performed. Such matters are the responsibilities and prerogative of the Employer, along with all other rights that have traditionally belonged to the Employer, except as specifically limited, modified or delegated by the terms of this Agreement.

## ARTICLE I - COVERAGE

**SECTION 1.** The Agreement shall apply to and cover the Employees of the Employer, party to this Agreement, notwithstanding any other commonly owned entities, employed in the State of Utah in the performance of all construction work, notwithstanding any jurisdictional claim of the Union outside of the State of Utah.

**SECTION 2.** The work covered by this Agreement is generally known as "Heavy Engineering Field Construction and Building Construction," which includes, but is not limited to, the construction, maintenance, repair, rehabilitation and demolition of railroads, highways, canals, airports, bridges, irrigation work, reservoirs, dams, pipelines, oil refineries, waterlines and mains, aqueducts and building construction of all types and the work covered by this Agreement shall be interpreted as field construction work. This Agreement does not apply to warranty work performed upon equipment purchased from a recognized dealer, nor does it limit the right of the Employer to use the field services of a permanently established commercial shop in emergencies.

**SECTION 3.** For additional craft coverage, refer to each craft's Addendum.

## ARTICLE II - WORK PRESERVATION

**SECTION 1.** The purpose and intent of this Section is to preserve and protect employment opportunities and terms and conditions of employment of all Employees covered by this Agreement to the maximum extent permitted by law.

**SECTION 2.** No on-site work covered by this Agreement, which historically has been performed by the Employer, or by the industry if the Employer has no such history, on the site of a job or project shall be performed off the site of a job or project, with the exception of precast and pre-manufactured materials.

**SECTION 3. *Definition of Subcontractor.*** A subcontractor is defined as any person (other than an Employee covered by this Agreement or an Owner-Operator), firm or corporation who agrees orally, or in writing, to perform, or who in fact performs for, or on behalf of, the Employer, any part or portion of the work covered by this Agreement.

**SECTION 4.** The Employer will give a list of subcontractors who will perform unit work under this Agreement as set forth in Article I. Notice at a pre-job conference will satisfy the requirements of this Section. Furthermore, the Employer will give written notice prior to the commencement of work by the subcontractor of any such subcontract entered into subsequent to a pre-job conference with a subcontractor who will perform unit work under this Agreement as set forth in Article I. Any Employer who has given such notice and requires the subcontractor to agree to comply with and observe the provisions of article II hereof with respect to the jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringe benefits or contributions provided herein, except as provided hereafter.

**SECTION 5.** Unless a subcontractor is an Employer signatory to this Agreement, this Agreement shall not cover any other jobs or projects of the subcontractor, and the application of this Agreement to the subcontractor pursuant to these provisions shall terminate contemporaneously with the termination of such subcontract with the Employer.

**SECTION 6.** The Unions and the Employer recognize the importance of keeping Employees of the Employer working. It is understood that in those instances when the Employer is unable to obtain competitive, signatory sub-bids necessary to secure work as a prime contractor, the Union shall waive the

Employer's subcontracting requirements, as contained in Section 4 of this Article, for those particular subcontracts.

### **ARTICLE III - BARGAINING RECOGNITION**

**SECTION 1.** For the term of this Agreement, the Employer voluntarily recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representative for all Employees performing work for the Employer falling within the jurisdiction of the Unions signatory hereto on all current and future projects throughout the term of this Agreement within the State of Utah.

**SECTION 2.** Exclusions. (Refer to Craft Addenda.)

### **ARTICLE IV - CRAFT ADDENDA**

Craft Addenda shall include, but not be limited to, the following: employment procedures, classifications, wages, fringe benefits and Trust Funds, manning provisions, supplementary working conditions, etc.

### **ARTICLE V - NON-DISCRIMINATORY OPERATION AND APPEALS PROCEDURE**

**SECTION 1.** The Union will conduct such referral offices and operate such referral offices without discrimination either in favor or against Employees or applicants for employment or any of them by reason of age, ancestry, color, religion, disability, marital status, pregnancy, genetic information, military and veteran status, national origin, race, sex, gender identity, gender expression, sexual orientation or any other characteristic protected by federal and/or applicable state law, membership or non-membership in any Union, or by reason of acting on behalf of or in opposition to any Union. The provisions of this Section shall govern over any conflicting provisions or requirement of the Unions' Constitution, By-Laws, working rules or other rules of the Union and selection of Employees and applicants for employment for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

**SECTION 2.** The Employer shall not discriminate either in favor or against Employees or applicants for employment or any of them by reason of age, ancestry, color, religion, disability, marital status, pregnancy, genetic information, military and veteran status, national origin, race, sex, gender, gender identity, gender expression, sexual orientation or any other characteristic protected by federal and/or applicable state law, membership or non-membership in any Union, or by reason of acting on behalf of or in opposition to any Union.

**SECTION 3.** Any Employee or applicant for employment aggrieved by the operation of such referral office of the Union or these regulations as applied to him shall have the right to submit his grievance to the Board of Adjustment created by Article IX of this Agreement by filing the grievance with the referral office, provided that such submission is made in writing within ten (10) days after the occurrence of the grievance. The Board shall have full power to adjust the grievance, and its decision thereon shall be final and binding upon the Employees or applicant for employment and upon all other parties hereto. Forms for submission of such grievances shall be available at all times in each referral office.

**SECTION 4.** The Union will take affirmative action in order to implement the Federal Government policy of equal employment opportunity and follow the guidelines set forth in Executive Order No. 11246, and will establish a source of recruitment for job applicants by contacting recognized representatives of minority groups in this State in order to obtain applicants from such groups.

## ARTICLE VI - JURISDICTIONAL DISPUTES

**SECTION 1.** During the term of this Agreement, there shall be no strikes, slowdown, or stoppage of work, occasioned by jurisdictional disputes between the Union signatory hereto and any other Union affiliated with the Building Trades Department.

**SECTION 2.** The Employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of the organizations affiliated with the Building and Construction Trades Department of the AFL-CIO without regard to past, present or future disputes, on jurisdictional claims. Where a jurisdictional dispute involves the Union and another Union affiliated with the Building and Construction Trades Department, AFL-CIO, which cannot be settled at the local level, it shall be referred to the International Presidents of the two Unions for determination, and the work shall proceed as assigned by the Employer until such determination by the International Presidents has been determined and decided by the two International Presidents.

**SECTION 3.** The Employer shall assign work on the basis of traditional craft jurisdictional lines. All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the business representatives of the Unions involved in the jurisdictional dispute and the Employer's authorized representative, who shall meet at a location off the jobsite acceptable to all parties. If no agreement can be reached between the local business representatives of the respective Unions, the dispute shall be referred to the International Unions involved for review and appropriate disposition.

## ARTICLE VII - COMPOSITE CREWS

The Employer shall assign work on the basis of traditional work jurisdictional lines. It is, however, recognized that on some jobs effective production will require the use of composite crews. When such circumstances exist, the Employer shall, at a pre-job conference or prior to commencement of work, discuss the work involved and the make-up of the crews on the basis of the amount of work involved for each Union. In the performance of such work, all Employees will perform the work they are assigned.

## ARTICLE VIII - UNIVERSAL WORKING RULES

The following working rules shall govern the employment of Employees employed by Employers in the Heavy and Highway Construction work as defined herein:

**SECTION 1. *Hours of Work.*** On single shift operations, eight (8) or ten (10) hours of work (exclusive of meal period), shall constitute a day's work. The regular starting time of the single shift shall be established must be worked a minimum of five (5) consecutive shifts. Start time may be adjusted during the work week to meet maintenance requirements on all projects. Start times may also be adjusted during the workweek to meet UDOT and Federal Transportation Project requirements.

**SECTION 2. *Workweek.*** Five (5) consecutive days of eight (8) hours of work or four (4) consecutive days of ten (10) hours of work each (exclusive of meal period), Monday through Friday, shall constitute a week's work, except as provided for shift work.

**SECTION 3. *Rolling Four (4) by Eleven (11) Workweek.*** To the extent permitted by law, the Employer may utilize a rolling four (4)-eleven (11) hour shift operation. Under this operation, the day shift work force is organized into two (2) teams. The "A" team works four (4) consecutive eleven (11) hour days. On the fifth (5th) day, the "B" team continues the work activities for four (4) consecutive eleven (11) hour days. On the ninth (9th) day, the "A" team returns to work to continue the construction activities. The four (4) day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern

applies for a second (2nd) shift. If two (2) shifts are established, they shall be consecutive. Eleven (11) consecutive hours (exclusive of meal period) shall constitute a day's work. The workday for each Employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the Employee's shift and ends with the regular starting time of the Employee's shift the following day. In this shift arrangement, the day shift shall be worked between the hours of 5:00 a.m. and 6:00 p.m., as described above. All holidays as outlined in Section 6 of this Article, if worked under this Section, will be paid at the applicable overtime rate.

**SECTION 4. *Saturday Make-Up Day.*** To the extent permitted by law, Saturday work may be performed at straight-time rates in the event of time lost during the workweek due to one or more of the following conditions: (1) inclement weather; (2) major mechanical breakdown; or, (3) other conditions, except holidays, which are beyond the control of the Employer, provided the total straight time hours worked by any Employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. Employees will be given notice of a Saturday make-up shift to be worked no later than the mid-point of the shift prior to the Saturday make-up day, if such notice is not given, Saturday make-up work shall be performed on a voluntary basis only, and no Employee shall be discharged or otherwise disciplined for his refusal to perform such work.

**SECTION 5. *Shifts.***

A. When so elected by the Employer, multiple shifts may be worked for five (5) or more consecutive days.

B. When two (2) shifts are employed for five (5) or more consecutive days, eight (8) consecutive hours of work (exclusive of meal period) shall constitute a day's work for the first (1st) and/or second (2nd) shifts. On a two (2)-shift operation, the first shift shall have a regular starting time not earlier than 5:00 a.m. and not later than 8:00 a.m.

C. All Employees who are asked to report to work between 12:00 P.M. and before 3:00 A.M. on any given day will be paid an additional seventy (\$0.70) cents per hour for each hour worked as shift differential.

D. It is agreed that the Employer and the Union may mutually agree in writing upon different starting or quitting times for any of the above-mentioned shift arrangements.

E. On "multiple-shift operations, a special single shift may be established to meet UDOT and Federal Transportation Project requirements but shall in no way exclude an employee from the ability to work a forty (40) hour work week

F. No arrangement of shifts shall be permitted that prevents an Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift. The rest period may be reduced to four (4) hours when special circumstances arise out of the Employer's contractual obligations with its customers and/or other operational necessity. No employee will be required to violate DOT hours of service regulations

G. Shift assignments shall be rotated at least every two (2) weeks if a majority of the Employees on all shifts so elect.

**H.** On single and two (2) shift work, Saturday shall be the twenty-four (24) hour period commencing at 12:00 midnight Friday. On a three (3)-shift operation, Saturday shall run from 8:00 a.m. Saturday to 8:00 a.m. Sunday.

**I. Overtime.** Excluding Section 3. of this Article, all work performed on Sunday except when starting a night shift on a new work week on or after 8:00 pm (excluding commercial pits) or over forty (40) hours in a regularly established workweek, or after ten (10) hours in a regularly established workday, Monday through Friday, shall be paid at one and one-half (1 1/2) times the regular straight-time rate. All work performed on Holidays shall be paid at two (2) times the regular straight time rate, except when the owner or Contracting Authority specifies and requires a different schedule in writing. In that event, Saturday, Sunday and holidays are excluded from overtime. If an Employee is granted a rest period of no less than four (4) hours following the completion of a shift, the work period following that rest period shall constitute the start of a new twenty-four (24) hour work day. This provision shall only apply from time to time as required by the Employer's contractual obligations with its customers and/or other operational necessity.

**SECTION 6. Holidays.** Holidays shall be New Year's Day, Memorial Day, Fourth of July, Twenty-fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When a holiday falls on Sunday, the day observed by the State or Nation as such holiday shall be observed. No work, except in case of emergency, shall be performed on Labor Day. All work on Holiday's will be performed at two (2) times the regular straight-time rate.

**SECTION 7. Reckoning of Time.**

**A. Show-Up Time.** When an Employee is ordered by the Employer, or his representative, to report for work, and through no fault of the Employee, is not put to work, the Employer shall pay a minimum of two (2) hours reporting expense. When a new Employee is dispatched to the company on his first day to a job site and no work is available, the Employer agrees to pay \$25.00 or two (2) hours reporting expense. When no work is available because of (1) adverse weather; (2) major mechanical breakdown; or, (3) work suspended by written confirmation of the contracting authority, the Employer shall be relieved of show-up pay by providing Employees with reasonable note (at least two [2] hours prior to the start of a shift) that they are not required to report to work or of a change in the scheduled reporting time. The Employee shall keep the Employer informed of his current address and accessible telephone number.

The Employer will arrange for some means of Employee contact so that Employees may determine whether their services are required on the project any particular day. Contact method shall be determined at the Employer's discretion. Such contact shall constitute notice under this Section.

**B.** Any Employee who reports for work, and works, shall be guaranteed four (4) hours' work or pay; however, any Employee voluntarily quitting, shall be paid for the actual time worked to the nearest half hour.

**C.** Any Employee who works more than four (4) hours, but less than a full shift, shall be paid by the hour thereafter, except as follows: When the Employee is laid off for reason of bad weather, work on the project is suspended by written confirmation of the Contracting Authority, or work is suspended due to major mechanical breakdown or shortage of materials beyond the control of the Employer, said Employee shall be paid for the time actually worked after the first four (4) hours.

**D.** Whenever an Employee is called out to work on Saturday, Sunday or holidays, said Employee shall be afforded the opportunity to earn a minimum of four (4) hours at the applicable rate, unless such call-out immediately precedes an Employee's regular shift, and the work continues into said Employee's



regular shift. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable rate.

E. On first referral, if the Employee actually travels fifty (50) miles or more distance from the nearest Union office, and no work is provided, four (4) hours will be paid. If said Employee works, not less than eight (8) hours will be paid. The above shall not apply if the Employee's permanent residence is within fifty (50) miles of the job.

**SECTION 8. *Call-Back Time.*** Any Employee recalled to work, other than his regular shift, shall be paid the overtime rate of wages within a minimum payment equivalent to four (4) hours of work at his regular rate. This, however, shall not apply to overtime work performed consecutive to the regular shift.

**SECTION 9. *Meal Period.*** When possible, there shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1/2) hour before, and completed not later than one (1) hour after the mid-point of the regularly scheduled hours of work for each shift. This may be changed by written mutual consent of the Employer and the Union. If an Employee is required to work through said meal period, they shall be paid for said meal period at the overtime rate applicable on that date, and shall be afforded an opportunity to eat on the Employer's time as soon as possible. Provided, however, the meal period established for Service Employees and Production Plant Employees may be different from that established for other classifications. It is further provided that an Employee working more than twelve (12) hours in any shift shall be entitled to an additional twenty (20) minute paid break and every two (2) hours thereafter an additional twenty (20) minute paid break.

**SECTION 10. *Payment of Wages.*** Payday shall be once a week. Accompanying each payment of wages shall be a statement identifying the Employer, showing the total earnings, straight time, overtime, the amount of deductions, the purpose thereof, and the net earnings. Wages of Employees laid off or discharged shall be due and payable in full within twenty-four (24) hours. Employees quitting or resigning shall be paid, in no case later than, the next regular payday.

**SECTION 11. *Safety Measures.***

A. The parties agree to comply and use their best efforts in carrying out health and safety measures and practices and agree in the interest of health and safety to observe all State and Federal health and safety rules. Employees shall not be required to work on unsafe equipment or in unsafe conditions.

B. If an Employee is injured on the jobsite and has to leave the job to be taken to a hospital or similar medical facility, the Employee shall receive wages for the day of injury. The Employee must immediately notify the Job Superintendent or Foreman, if physically possible, of the injury. If transportation is required on said day to transport the Employee to the hospital or similar medical facility, the Employer shall furnish said transportation.

C. The Union agrees that the Employees shall comply with the Employer in the use of safety equipment and in the Employer's safety programs.

D. To insure that the equipment be operated safely and to eliminate occupational accidents, the Employer agrees that equipment shall be properly cabbed, screened, heated and/or curtained where necessary and shall also have mirrors, windows, windshields, mud flaps and adequate steering and braking systems.

**SECTION 12. *Safety Meetings.*** Recognizing that safety on the job is a primary concern of the Union and the Employer, it is agreed that regular safety meetings will be attended by the Employer's representative, his Employees, during a regularly scheduled shift, and may be attended by a representative of the Union.

**SECTION 13. *Highest Classification.*** The Employer agrees that wage scales shall be recognized as applying to classifications rather than to Employees that any Employee performing work shall be paid at the rate the classification of his work calls for. In the event that it becomes necessary for the Employee to work two (2) hours or more at more than one classification in any one day, the Employee shall receive the rate of pay of the highest-paid classification on which he has been assigned for the full day or shift.

**SECTION 14. *Regular Crews.*** It shall be the practice that when overtime is to be worked, the regular Employee operating the particular piece of equipment, or regularly performing the particular kind of work, shall be given the first opportunity to be employed for such overtime work.

**SECTION 15. *Transportation.***

A. No Employee covered by this Agreement shall be required, as a condition of employment, to furnish transportation within the jobsite, between jobsites, or from yard to jobsite for transportation of Employees, tools, equipment or for any other purpose.

B. When the Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, safe and suitable transportation shall be provided.

C. When the access to where the work is being performed (at a job or project, or within a job or project) is unsuitable, or no parking facilities are provided within a five (5) minute walk from the Employee's jobsite, the Employer shall transport the Employee to and from the jobsite, and such transport shall be one-half (1/2) on the Employer's time and one-half (1/2) on the Employee's time.

D. The transportation, by means of its own power, of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

E. Transportation on Jobsite. Employees will not be required to drive their own vehicles over a privately owned road that is unfit for travel. If said private road is unfit for travel, the Employer shall provide transportation in a covered vehicle. Use of this transportation will be at the Employee's option.

**SECTION 16. *Facilities.***

A. The Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material or from the elements (including, but not limited to, dust, heat, rain and cold).

B. On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Employer.

C. Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

D. If the Employer maintains a camp on the jobsite, it shall be maintained in a sanitary condition. Such accommodations shall be provided to Employees at a reasonable cost.

**SECTION 17. *Supplementary Working Conditions.***

A. *Special Tools.* Employees shall be held responsible for the return of special tools furnished to them by the Employer.

**B. *Collection of Property and Tools.*** Employees shall be given sufficient time by the Employer at the close of each shift to collect and put away property and tools. In case of layoff or discharge, sufficient time shall be given Employees by the Employer to return any Employer's property or tools in their possession and to collect their personal property and tools before the end of their shift. Adequate storage space for tools will be provided.

**SECTION 18.** In case of inclement weather or similar circumstances beyond the control of the Employer, partial crews may be worked.

**SECTION 19.** Employees engaging in willful or negligent acts that result in damage to any property or facilities, or injury to other employees will be subject to immediate termination.

**SECTION 20.** Illegal drugs, intoxicating liquors or impairment levels of any drugs will not be allowed; any persons engaging in such shall be subject to immediate termination or other disciplinary action.

**SECTION 21.** In the event of a reduction in force, the Employer has the sole right to retain the Employees of his choice.

**SECTION 22. *Discharge.*** No Employee shall suffer discharge without "just cause" provided, however, the Employer shall be the sole judge of the qualifications of his Employees and may on such grounds discharge any of them. In the event of a dispute, the existence of "just cause" shall be determined under Article IX, Adjustment of Disputes, set forth herein.

**SECTION 23. *Business Representative.***

**A.** The Business Representative of the Unions shall be permitted on all jobs after checking in at project office and receiving proper orientation for the project, when applicable, but will not interfere with the Employees during working hours unless permission is granted by the Employer.

**B.** The Unions party to this Agreement may appoint a working Employee to act as steward on each job or project, and the Employer will cooperate with and respect the duties of stewards. It is the intent of both parties that the Superintendent on the jobsite and the steward will meet and try to resolve any problems that may arise on the job and any matters not resolved at that time will be turned over to the union. The Employer shall not discriminate against stewards for performing their official Union duties and shall not discharge, transfer, keep from working or lay off stewards by reason of the performance of such duties so long as the same do not interfere with regular production on the project. If any work of that craft is performed, the steward will be given due consideration for the opportunity to work. The Union shall notify the Employer, in writing, of the name of the steward.

#### **ARTICLE IX - ADJUSTMENT OF DISPUTES**

A grievance is hereby defined to be any difference of issue between an Employee, the Union or the Employer, regarding the application of the specific terms of this Agreement, or which might result or does actually result in a work stoppage of any kind, slow down of any kind, strike or sympathy strike, by Employees covered by this Agreement. Any dispute under this Agreement will be resolved as follows:

**SECTION 1.** The Board of Adjustment shall be composed of two (2) representatives selected by the Employer and two (2) representatives selected by the Union.

**SECTION 2.** Grievances and disputes regarding the application or meaning of this Agreement shall be promptly submitted to the party allegedly at fault. In the event the matter is not settled through discussion between authorized representatives of the Employer and the Union, then either party may refer it to the Chairman of the Heavy and Highway Committee. The Chairman of the Heavy and Highway Committee shall bring the Board of Adjustments together in order to hear the grievance within twenty-four (24) hours of the time any matter is referred. The Board shall meet and hear and settle the dispute before it.

**SECTION 3.** The Committee as set forth above shall have the power to adjust and decide any dispute or grievance regarding the meaning, intent or enforcement of this Agreement.

**SECTION 4.** If no satisfactory settlement is achieved within that period of time, the parties may mutually agree to submit the matter to arbitration, in which case they shall select an arbitrator and jointly agree upon a submission agreement. If the parties cannot agree upon an arbitrator, they shall select one by alternately striking names from a list submitted by the Federal Mediation Service until one name remains.

The decision of the arbitrator shall be final and binding upon the parties hereto and upon the Employees concerned provided, however, that the arbitrator shall make no award outside the scope of his authority outlined herein, or effecting a change in, modification of, or addition to this Agreement, and shall confine himself strictly to the facts submitted in the arbitration hearing, the evidence before him, and the express terms and provisions of this Agreement. The expense of the arbitrator shall be equally divided between and borne by both parties (fees and expenses). The total cost of any stenographical record, or transcripts thereof which may be made, shall be paid by the party ordering the same.

**SECTION 5.** No grievance or dispute otherwise subject to the proceeding above provided shall be recognized unless called to the attention of the parties allegedly at fault within twenty (20) calendar days after the alleged violation becomes known by the Employee and/or the Union Representative.

**SECTION 6.** This Agreement and Addenda contain all the terms and conditions between the parties hereto.

#### **ARTICLE X - SAVINGS CLAUSE**

**SECTION 1. *General Savings Clause.*** It is the intent of the parties hereto to observe all laws, rulings or regulations of all applicable State and Federal legislation and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or are void as being in contravention of any such laws, rulings, or regulations, the remainder of this Agreement shall remain in full force and effect, unless the provisions so found to be void are wholly inseparable from the remaining portion of this Agreement. Should any clause, sentence, paragraph or section of this Agreement be held invalid by a court of competent jurisdiction, the parties hereto agree to meet immediately and renegotiate the part or parts affected.

Both parties recognize and will comply with any other federal or state legislation that may be passed during the term of this Agreement. In the event a national or state health care program is enacted, the Union and the Employer will meet immediately and renegotiate the part or parts affected.

**SECTION 2. *Market Recovery Agreement.*** The parties to this Agreement recognize the constantly changing nature of the industry and the necessity of Individual Employers maintaining competitive positions in the heavy/highway construction industry within the State of Utah to protect and assure the continued work opportunities of the affected Employees covered by this Agreement.

Therefore, the parties hereby establish a Market Recovery Committee composed of representatives of the Employers and representatives of the Union. The Committee, comprised of Union representatives and Employer representatives, shall evaluate all requests for changes or modifications believed necessary to meet market or geographic area competition and determine if adequate economic justification is present to support such a change or modification. The Committee(s) shall review requests for changes in any of the terms and conditions of the Agreement, which cover an area limited to the State of Utah and believed necessary to preserve and protect work opportunities for affected Employees and Individual Employer(s) covered by this Agreement.

Pursuant to the bid process, realizing that time is of the essence, the parties hereto signed to this contract, agree to the need for a quick response and decision. The Employer Representative will contact the Chairman of the Utah Heavy and Highway Alliance to request modifications in the Agreement giving all pertinent information for the request. The Chairman will then contact the Representatives of each affected craft signatory to the Employer and notify them of the request. If an agreement cannot be made, a meeting with the Employer will be called for resolution concerning the request for the modifications.

#### **ARTICLE XI - PRE-JOB CONFERENCES**

The parties agree a pre-job conference in the construction industry is beneficial to the Employer and the Union. Upon request of either party, there will be a pre-job conference held prior to the start of the job at which time all phases of the work covered by this Agreement, including wages and fringe benefits, will be the subject of discussion. By mutual agreement, the parties may forgo a pre-job conference with the understanding that the Employer would agree to submit a completed pre-job information form furnished by the Union.

#### **ARTICLE XII**

##### **PUBLIC WORK PROJECT - DAVIS BACON ACT AND RELATED STATUTES: TITLE #34, CHAPTER 30 UTAH CODE ANNOTATED, AS AMENDED**

**SECTION 1.** In the event an 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 predetermined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act and related statutes, or established by the Industrial Commission of Utah pursuant to the provision of Title #34, Chapter 30, of the Utah Code Annotated, the Employer shall pay the published hourly wage rate and fringes applicable to such public jobs or projects with the provision that the Employer would also agree to use the current Utah General wage rates and the contract fringe benefits as the base and no wage or fringe benefits on public jobs or projects would be paid below this level. It would also be agreed upon that the Employer could adjust prevailing wages that are above the current Utah General Wage rates to the fringes in order to bring them up to the current fringe benefit rates of this agreement.

In the event that the Davis-Bacon Fringe Benefits may at some time be higher than the fringe benefits rates in the current Agreement, any excess shall be applied to the employees wage rates.

It is also agreed that the wage and fringe benefits, Pension excluded, on Davis-Bacon jobs and/or projects will be frozen from the date of Notice to Proceed for a period of twenty-four (24) months. Pension contributions will follow the current contract increases. It is also agreed that on the day after this twenty-four (24) month period, the wage and fringe benefits shall be adjusted to the current Utah General Wage rates and contract fringe rates.

**SECTION 2.** In addition, if an Employer is awarded a public job or project, wherein the award contains provisions for honoring deferred wage and fringe benefit increases or escalators which are set forth in collective bargaining agreements to which the Employer is bound, the Employer agrees to adjust the wage and fringe benefits the same percentage as outlined in the awarded bid specifications provided, however, the Employer is reimbursed by the owner for any actual costs incurred by the Employer under this Section.

**SECTION 3.** If the Department of Labor Wage Determination does not include the wage and/or fringe of one or more classifications on any job being bid, the Union and Employer will negotiate a proposed wage and/or fringe benefit package for the missing classifications to be submitted to the contracting authority for approval. The Department of Labor will make the final determination.

**SECTION 4.** If, in the sole opinion of the Employer, this provision is detrimental to the competitive position of the Employer, after having utilized the Market Recovery provisions of this Agreement, the Employer may determine this Article is not working and this Article shall become null and void. Should this Article become null and void, on the anniversary of this Agreement, the Article relating to this matter contained in the 2000-2003 Agreement shall be put into effect for the duration of this Agreement. The Union and the Employer shall meet on or about July 1, of each year, with 30 days notice, to discuss the continuance of this Article.

#### **ARTICLE XIII - WORK STOPPAGE AND LOCKOUT PROVISION**

**SECTION 1.** For the term of this Agreement, the Unions for and on behalf of themselves, their officers, agents, and members, agree that there will be no strike, stoppage of work of any kind, including the observance of any lawful or unlawful picket line established by Unions party to this Agreement, or any other union not a party to this Agreement, slowdown, work stoppage, picketing, boycott, deliberate withholding of production, or interference with or suspension of work on the part of the Union, or its members, or any Employee.

Any Employee or groups of Employees participating in any of the above-enumerated acts, in violation of this provision, whether done singly or in concert, shall individually be subject, in the sole discretion of the Employer, to immediate discharge and/or other disciplinary action. Any type of curtailment and/or restriction of production shall be considered a violation of this Article.

**SECTION 2.** It is specifically agreed by and between the parties to this Agreement that the refusal of any Employee covered by this Agreement to cross any picket line of any union, which refusal interferes with the performance of the Employee's work duties, shall subject said Employee to discipline, including discharge, without recourse to the grievance and arbitration procedure of this Agreement, except as specifically provided elsewhere in this Article.

The Union specifically authorizes and instructs all Employees covered by this Agreement to cross any and all picket lines in order to perform work for the Employer. The parties hereto specifically agree that so-called "sympathy" strikes are prohibited by this Agreement, and that such so-called "sympathy" strikes are subject to the grievance and arbitration provisions of this Agreement, except as noted above.

**SECTION 3.** For the term of this Agreement, the Employer agrees it will not occasion any lockout of its Employees as a form of economic pressure against its Employees in the recognized bargaining unit.

**SECTION 4.** In the event any violation of Section 1. of this Article occurs, the Union shall take the following steps:

- A. Notify the participating Employees and the other unions that such action is unauthorized.

B. Promptly order its members to resume their normal duties, notwithstanding the existence of any picket line.

C. The Union and the Employer shall waive all time limits for any grievance filed by the Employer or Union parties hereto alleging a violation of this Article, and shall submit to a prompt, expedited arbitration agreeing that time is of the essence with respect to any claim by the Employer or Union of a violation of this Article.

**SECTION 5.** The Employer, upon presentation by the Union, of compelling factual evidence bearing upon any individual's lack of participation in the prohibitions of this Article, agree to arbitrate the issue of fact (not Employer decisions of discipline) with respect to that specific individual or those specific individuals as the case may be.

**SECTION 6.** The provisions of this Article are not applicable when an Employer is delinquent in the payment of wages and fringe benefits required by this Agreement where satisfactory arrangements for the resolution of said delinquencies are not met by said delinquent Employer.

#### **ARTICLE XIV - DRUG TESTING POLICY**

The Employer's Policy on Drugs and Alcohol will apply to all Employees under this Agreement.

#### **ARTICLE XV - FAVORED NATIONS**

**SECTION 1.** In the event the Heavy and Highway Committee or any Union signatory hereto negotiates a more beneficial term or condition of employment with any other employer in any other collective bargaining agreement of the same scope of work of heavy highway construction, any Employer signatory hereto shall be entitled, at its discretion, to adopt that specific collective bargaining agreement in its entirety.

**SECTION 2.** The provisions of this Article will not apply to any agreement determined by the Market Recovery Committee under the procedures set forth in Article X, Section 2, or to any project agreement.

#### **ARTICLE XVI - DOUBLE BREASTING CLAUSE**

In the event any legislation (Federal or State) which would treat commonly owned entities as a single employer (or, would, by operation of law, mandate that the bargaining unit defined by any collective bargaining agreement limited to the Employees employed by the signatory Employer to be expanded to cover previously underrepresented employees employed by commonly owned entity) then, in that event, the following shall apply:

(1) The Unions, signatory hereto, acknowledge, after full negotiation and discussion relevant thereto, that the intent of this agreement is to, by voluntary agreement, following the advice of respective counsel, waive and disregard any such legislation or judicial or administrative interpretation rising thereunder during the term of this Agreement and thereafter:

(2) The Unions signatory hereto, hereby declare and acknowledge, that, notwithstanding any such described legislation or judicial or administrative interpretation arising thereunder, the intent of the parties to this Agreement is to limit the applicability and coverage of this Agreement to only those Employees employed by the signatory Employer. The Unions specifically declare that there shall be no attempt of any kind during the term of this Agreement or thereafter to grieve or challenge this specific Agreement and

waiver limiting the bargaining unit and applicability in coverage of this Agreement to the Employees only employed by this signatory Employer here to and

(3) All parties signatory hereto declare and acknowledge that this Agreement and waiver were reached voluntarily following good faith collective bargaining, and acknowledge and declare that all parties hereto understand fully the significance of this agreement and waiver.

In the event that it is administratively or judicially finally determined that the above and foregoing is deemed inadequate to preserve the above and foregoing agreement and waiver, then, the Unions and impacted signatory Employer hereto, agree that this Agreement, with respect to economic items (wages and fringe benefits, etc.) shall be deemed to have terminated immediately upon the date of the enactment of such legislation insofar as the economic terms of this Agreement, under this paragraph of this Article, are or could be deemed to be applicable to any employees other than those Employees employed by the signatory Employer hereto. In the event that the conditions specified in this last paragraph of this Article occurs, the Unions, signatory hereto, and the impacted signatory Employer, agree to meet and commence immediate negotiations.

#### **ARTICLE XVII - AREA AND SUBSISTENCE**

**SECTION 1.** Article XVII provides a description of Areas 1 and 2 and 3 based upon a distance driven from a pin-pointed location in Salt Lake, Weber, Utah counties and other counties within the State of Utah.

**SECTION 2.** The wage rates set forth in the Addenda to be paid for all work set forth herein.

**SECTION 3.** If the Employee works in Area 1, he/she shall be paid the applicable wage and fringe rate from the Addenda. If the Employee works in Area 2, he/she shall be paid the applicable wage and fringe rate from the addenda and subsistence in the amount of sixty-five dollars (\$65.00) per day or, at the Employer's sole discretion, an equitable equivalent with notification to the Local Union. If the Employee works in Area 3, he/she shall be paid the applicable wage and fringe rate from the Addenda and subsistence in the amount of ninety dollars (\$90.00) per day or, at the Employer's sole discretion, an equitable equivalent with notification to the Union. If market conditions require, the employer at its sole discretion may elect to pay a higher subsistence rate.

#### **ARTICLE XVIII - AREA DEFINITIONS AREA 1, 2 AND 3**

The following is a definition of Areas, within the scope of this Agreement, based on driven miles from a pin-pointed location in Salt Lake, Weber, Utah and other counties within the State of Utah

If a project falls within two defined areas, the lesser of the two area subsistence shall apply.

**AREA 1:** All areas within sixty (60) driven miles of the intersection of North Temple and Main Street, Salt Lake City, the intersection of Washington Boulevard and 25<sup>th</sup> Street, Ogden, and the intersection of Center Street and University Avenue, Provo.

**AREA 2:** All areas greater than sixty (60) driven miles and up to ninety (90) driven miles from the intersection of North Temple and Main Street, Salt Lake City, the intersection of Washington Boulevard and 25<sup>th</sup> Street, Ogden, and the intersection of Center Street and University Avenue, Provo

**AREA 3:** All areas beyond ninety (90) driven miles from the intersection of North Temple and Main Street, Salt Lake City, the intersection of Washington Boulevard and 25<sup>th</sup> Street, Ogden, and the intersection of Center Street and University Avenue, Provo




**ARTICLE XIX - EFFECTIVE DATE, TERMINATION AND RENEWAL**

**SECTION 1.** It is agreed that this Agreement shall be in full force and effect until the thirtieth day of June 2023, at which time it shall automatically renew itself and continue in full force and effect from year to year thereafter, unless written notice is given by either or both parties at least sixty (60) days prior to the thirtieth day of June 2023, or in any later year.

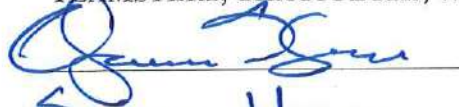
**SECTION 2.** IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 3 day of Aug. 2020.


**FOR THE EMPLOYER:  
SIGNATORY EMPLOYERS**

  
\_\_\_\_\_  
DUSTIN OLSON \_\_\_\_\_

**FOR THE UNION:**

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS LOCAL NO. 222**

  
\_\_\_\_\_  
Spencer Hogue \_\_\_\_\_

  
\_\_\_\_\_  
GRANT EDWARDS \_\_\_\_\_

**TEAMSTER  
ADDENDUM  
FOR  
SIGNATORY EMPLOYERS  
UTAH HEAVY AND HIGHWAY  
MASTER AGREEMENT**

**ARTICLE I - HIRING HALL RULES AND PROCEDURES**

**Section 1.** This hiring procedure is set up to provide employment for those individuals who are unemployed. Therefore, only those individuals may register who are not employed.

**Section 2.** All applicants for employment must fill out necessary forms provided by the Hiring Hall on FIRST REGISTRATION, in person. If applicant is not referred for employment within thirty (30) days from the date of their registration they shall be required to again register IN PERSON, OR BY MAIL, on or before the 31st day from the date of their last registration in order to maintain their position on the "Out-Of-Work" list. Those individuals registering by mail, the postmark will be used as the time and date the individuals registered or re-registered.

**Section 3.** Registration or re-registration of applicants for referral shall be accepted by the Union at any time during its customary office hours. All applicants shall be registered in the order of time and date of registration. There shall be four (4) groupings of the Out-Of-work list. All Teamsters with accrued rights shall be registered in either Group A, Group B, Group C, and all other Teamsters who are qualified, but without accrued rights, shall be registered in Group D. For definitions see Article II, Section 2 (A), Basic Principles. Each applicant for employment shall be required to furnish such dates, records, names of employers and the length of employment, licenses, D.O.T. Physical Card, Driving Record and I-9 Report as required by I.N.S., and other records and documents as may be deemed necessary, and each applicant shall complete such forms of registration as shall be submitted to him. Applicants for employment shall also list any special skills they may possess.

**Section 4.** Upon request of the Employer for employees, the Union shall refer qualified and competent registrants to the Employer in sufficient number required by the Employer in the following order of referral:

A) Applicants shall be referred from Group A in successive order as their names appear on the Out-Of-Work list and when Group A has been exhausted,

B) Then applicants from Group B in successive order as their names appear on the Out-of-Work list, and when Group B has been exhausted,

C) Then applicants from Group C, in successive order as their names appear on the Out-Of-Work list, and when Group C has been exhausted.

D) Then applicants from Group D in successive order as their names appear on the Out-Of-Work list, except that requests by Employer for college students and/or minorities shall be honored without regard to the requested man's place on the Out-Of-Work list in Group D.

**Section 5.** Any Teamster who leaves employment in the construction industry in the State of Utah because of extended illness or injury and who notifies the parties hereto of such inability to work, within a reasonable time after the occurrence of such illness or injury supported by satisfactory medical proof of illness or injury and capability to resume work, shall be registered in the same group and proper place they

occupied immediately prior to the illness or injury, provided they register within thirty (30) days after being released by their physician.

**Section 6.** Any Teamster who leaves employment in the construction industry to enter military service, and who within ninety (90) days following separation from such active military service under honorable conditions shall register for employment hereunder and shall be registered in the same group that he occupied at the time they entered military service.

**Section 7.** Any applicant who is rejected by the Employer shall be restored to their place on the list for his group. When a registrant is referred for employment, and is actually employed on a job for more than twenty-one (21) calendar days, such registrant's name shall be removed from the list. When their employment terminates, they shall be registered at the bottom of the appropriate group list on which they are entitled to be registered. If a registrant, upon being referred for employment in regular order, refuses to accept the employment or quits the job, such registrant's name shall be placed at the bottom of the group list on which they are entitled to be registered.

**Section 8.** Any applicant who provides false information or misrepresents their qualifications when registering and thereby secures employment shall be subject to immediate discharge as acting contrary to the intent of the terms of this Agreement.

**Section 9.** An applicant who refuses a referral for employment of short duration shall be removed from the Out-Of-Work list and shall not be allowed to register until after such job has been completed (short term employment is defined as work of twenty (20) days or less duration). If they have a GOOD AND SUFFICIENT reason for not accepting the referral, they shall maintain their position on the Out-Of-Work list.

**Section 10.** Circumstances permitting, the Employer will be given the names of individuals who are to be dispatched to them.

**Section 11.** The Individual Employer may reject any employee or applicant for employment dispatched by a Referral Office; provided, however, that any such employee or applicant reporting for work at the agreed time and the designated place and rejected by the Individual Employer shall be entitled to reporting expense time in the amount provided by this Agreement, unless such employee or applicant for employment is rejected because they reported in a condition unfit for work or because they have been discharged for cause by the Individual Employer within eighteen (18) months next preceding the date of such reporting for work, or is requested as an employee with specialized experience, because he in fact does not have the experience specified in the Individual Employer's request. The Union will be notified of the reason for rejection in writing, with supporting documentation if applicable. An employee who terminates his/her employment with an Employer without two (2) weeks advance notice and/or for reason(s) unacceptable to the Employer, may be ineligible for rehire with that Employer for up to one (1) calendar year from the date of termination.

**Section 12.** Any applicant who provides false information or misrepresents their qualifications when registering on the Out-Of-Work list and thereby secures Class A or B class B status shall be subject to being registered in Class C as acting contrary to the intent of the terms of this Agreement.

**Section 13.** Any time an applicant receives and accepts a dispatch slip and after doing so refuses to accept the employment, he shall be removed from his place on the Out-Of-Work list for a period of fourteen (14) calendar days, and after the fourteen (14) calendar days have passed, he shall then be allowed to re-register to the proper group at the bottom of the list.

**Section 14.** Whenever practical, the Hiring Hall will call applicants eligible for dispatch between the hours of 8:00 a.m. and 10:00 a.m. and 3:00 p.m. and 5:00 p.m. Monday through Friday, excluding holidays.

**Section 15.** Any employee who fails drug or alcohol test pre-employment or random first offense shall be barred from registering on the out of work list for thirty (30) days. The second offense in any twenty-four (24) month period the employee shall be required to show proof of completing a drug or alcohol rehabilitation program. The third offense shall result in the individual being barred for life from registering on the out of work list.

**Section 16.** The above is posted in compliance with the Labor Agreement by and between the INDIVIDUAL EMPLOYERS and other contractors, and TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA LOCAL 222.

## ARTICLE II - EMPLOYMENT PROCEDURES

**Section 1. Definition of Union:** As referred to in this agreement, reference to the Union shall be construed to mean, Teamsters Local 222, whose jurisdiction, as it pertains to this agreement, includes the classifications herein contained in the States of Utah and Wyoming.

- A. It is the intent of the Union and the Contractor(s) that changes to this Addendum shall only be made through the collective bargaining of this Agreement.

**Section 2. Hiring of Employees:** Employees and applicants for employment of the Individual Employer signatory hereto for the performance of work covered by this Agreement, including the operation of equipment used in the performance of such work, shall be secured in accordance with the following:

**A. Basic Principles:**

- 1) All classes of Teamsters shall be hired and/or rehired in accordance with length of service with Employers in the collective bargaining unit as follows:

**B. Employment Credit:** Means one thousand hours in any calendar year starting January 1, 1972. One thousand hours shall be defined as those hours of future service pension credits as paid into the Western Conference of Teamsters Pension Trust Fund for Teamsters by reason of employment in any one or more classifications covered by this Agreement. In order for an employee to obtain pension credits, such credits must actually be earned by the employee while performing On-Site-Work in the craft.

**C. NOTE:** Where referred to above as Future Service Pension Credits, instead of one thousand (1,000) hours in order to go from "C" to "B" list, it will mean five hundred (500) hours Future Service Pension Credits in a calendar year.

**D.** Subject to the limitations in the paragraph last above set out: Pension Credits earned in the jurisdiction of the Union, in the area covered by the negotiated Western Conference of Teamsters Pension Trust Fund for Teamsters, by reason of On-Site-Work, or of the type or kind of work covered by this Agreement in the jurisdiction of the Union shall be equated with "Future Service Credit" and as so equated shall be an "Employment Credit", in the event a Registrant's last employer has or had not a pension plan, then On-Site employment, or employment in the type or kind of work covered by this Agreement in the jurisdiction of the Union by such Employer shall be equated on an hourly basis with "Future Service Credit" and as so equated shall be an "Employment Credit".

- (1) Those individuals who satisfactorily complete the training program will be allowed to register with the Hiring Hall as a "Class B" Teamster. After an individual completes the training program and has worked an additional 500 hours, those individuals will be allowed to register with the Hiring Hall as a

"Class A" Teamster.

E. For the purpose of these Hiring Procedures only, the employee shall be classified as follows:

**CLASS A:** Teamsters who have been employed or available for employment within the jurisdiction of the Union and who have earned three (3) "Employment Credits" or more in five (5) calendar years next preceding their registering to be dispatched in any one or more classifications set out in the Wage Schedule of the Agreement on the type or kind of craft work covered by said Agreement.

**CLASS B:** Teamsters who have been employed or available for employment within the jurisdiction of the Union and who have worked at least five hundred (500) hours in the calendar year, but less than three (3) "Employment Credits" or more in five (5) calendar years next preceding their registering to be dispatched in any one or more classifications set out in the Agreement on the type or kind of craft work covered by said Agreement.

**CLASS C:** Teamsters who have worked in the jurisdiction of the Union, hired through the Hall and have earned less than one employment credit, but who have worked for thirty (30) days shall maintain seniority on the "C" list.

**CLASS D:** Teamsters not meeting the requirement for Class A, B, or C.

F. The Individual Employer may employ a Class A employee as defined herein through a request to the Employment Office that such employee be dispatched to such Individual Employer by name or may employ such Class A employee direct, provided said individual employee is registered on the Out-Of-Work list, and provided that no employee shall be laid off to make room for such employee, and provided further, that the Class A employee had worked for the Individual Employer within the last twenty-four (24) preceding months, except an Individual Employer who has had no work within the jurisdiction of the Union in accordance with Article II, Section 2(A) BASIC PRINCIPLES. In the case of a Class A employee obtained directly, the Individual Employer shall notify the Referral Office promptly so that a dispatch slip may be issued to and received by said Class A employee within five (5) working days.

G. When a Referral Office receives a request, it shall dispatch satisfactory and competent Employees within thirty-six (36) hours, excluding Saturdays, Sundays, and Holidays, of the time they are requested, if they are available; and in the event they cannot be or are not dispatched within such period, the Individual Employer may employ any person, but shall arrange for a dispatch to be obtained for them as provided in Article II, Section 2(F) hereof.

H. The Individual Employer may reject any employee or applicant for employment who is dispatched by a Referral Office; provided, however, that any such employee or applicant reporting for work at the agreed time and the designated place and rejected by the Individual Employer shall be entitled to reporting expense time in the amount in the Agreement, unless such employee or applicant is rejected because they reported in a condition unfit for work, failure to provide the required core documentation, or because they had been discharged for cause by the Individual Employer within eighteen (18) months next preceding the date of such reporting for work, or if requested as an employee with specialized experience, because they in fact do not have the experience specified in the Individual Employer's request. The Union will be notified of the reason for rejection in writing, with supporting documentation if applicable. An employee who terminates his/her employment with an Employer without two (2) weeks advance notice and/or for reasons(s) unacceptable to the Employer, may be ineligible for rehire with that Employer for up to one (1) calendar year from the date of termination.

I. Employees entitled to register as Class A shall lose the right to so register and be required to register as Class B; employees entitled to register as Class B shall lose the right to register and be required to register as Class C; employees entitled to register as Class C shall lose the right to register and be required to register as Class D by not being employed or registered for employment in the jurisdiction of the Union for any consecutive period of two (2) years next preceding their registering to be dispatched in any one or more classifications set out in the Agreement on the type and kind of craft work covered by this Agreement.

J. Registrations may be accepted in person or by mail. The Referral Office shall make appropriate registration cards available to the Individual Employer at their request.

K. The Individual Employer upon giving the names and Social Security numbers, may transfer to employment covered by this Agreement, persons, then in their employ who would, if registering in at that time, be required to register on List "D" in the ratio of one (1) such person to each ten (10) employees. A dispatch slip will be obtained for such person as provided in Article II, Section 2(F) above.

L. Teamsters Apprentice: Upon notification by an Employer of employment of a trainee, the Union will cooperate with the Individual Employer in the placing of students, females, and/or minority group trainees or Teamster Apprentice so long as it does not materially affect the normal employment of regular employees. When notified of trainee employment, the Union will clear said trainees through the Referral Office.

M. The Individual Employer may transfer employees from one job to another within the territory of this Agreement, provided that the Employer notifies the appropriate Hiring Hall within seven (7) calendar days.

N. Workmen employed by an Individual Employer pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Individual Employer has been obtained.

O. Whenever a Class A or B Teamsters leaves the jurisdiction of the Union in the employment of an Individual Contractor signatory to this Agreement and has had Pension Benefits paid into the Western Conference of Teamsters Pension Trust for On-Site employment in the construction industry by said Individual Contractor for more than two (2) years, they will not lose his or her rights to register on the "Out-Of-work" list and will be required to register as a Class A or B.

P. Whenever a Class A or B Teamsters leaves the jurisdiction of the Union with an Individual Contractor signatory to this Agreement and does not return to the jurisdiction of the Union with said contractor and has not had pension benefits paid on he or she into the Western Conference of Teamsters Pension Trust, and remains outside the jurisdiction of the Union, and has not registered or re-registered for a period longer than two years, they will lose the right to register as a Class A or B on the "Out-Of-Work" list and will be required to register as a Class B or C.

Q. In the case of a Class A registrant who is required to register as Class B he or she will have to work two (2) years out of five (5) years with one thousand (1,000) hours each calendar year in order to register as Class A.. In the case of a Class B individual who is required to register as Class C he or she will have to work one (1) year with five hundred (500) hours in a calendar year in order to register as a Class B and must have had benefits paid into the Western Conference of Teamsters Pension Trust for On-Site employment under the terms of this Agreement.

### ARTICLE III - DEADHEADING

Time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, truck or automobile will be paid at the applicable straight time rate. If driver, or drivers have worked in excess of ten (10) hours, the driver, or drivers will be paid the applicable overtime rate while transporting themselves or others in company or private vehicles as the case may be.

#### **ARTICLE IV - TEAMSTERS FOREMAN**

**Section 1.** A Teamster Foreman shall receive thirty-five cents (\$0.35) per hour over and above the rate of pay received by the highest paid classification over which they have supervision.

**Section 2.** When the Teamster Foreman's sole responsibility is supervision of other Teamsters, he shall receive sixty-five cents (\$0.65) per hour over and above the rate of pay received by the highest paid classification over which they have supervision.

**Section 3.** The Teamster Foreman shall be designated by the Individual Employer, and will come from the Class "A" Teamsters who are employed by the Individual Employer according to the terms of this Agreement.

#### **ARTICLE V - EXPENSES-TRANSPORT DRIVERS**

Overnight expenses, including meals for transport drivers and drivers moving equipment from one job to another or to and from the Company's permanently established yards or repair shops to any job or project, shall be allowed on the basis of actual expenses incurred.

#### **ARTICLE VI - WORKING UNDER SHOVEL & DRAGLINE**

The Employer agrees that all equipment working under shovels or draglines shall be equipped with steel cabs; provided, however, if truck does not have steel cab, driver shall be permitted to leave cab while loading.

#### **ARTICLE VII - CLASSIFICATIONS NOT LISTED**

Classifications not herein contained shall be, when needed, negotiated by the Union and the Employer before being placed in use on the job.

#### **ARTICLE VIII - WAGE RATES, CLASSIFICATIONS, HEALTH & WELFARE, PENSION**

**Section 1.** Attached hereto, Schedule "A" covering Classifications, Wages and Health & Welfare, Pension provisions which, by reference, shall be hereby made a provision of this Agreement. The Employers signatory hereto agree that in the event the Trustees of the Utah-Idaho Teamsters Security Fund advise an adjustment in premiums to maintain the present Health and Welfare coverage is necessary, the Employers agree to discuss such necessary adjustment as may be advised by Trustees of the Utah-Idaho Teamsters Security Fund.

**Section 2.** Each contribution to the Utah-Idaho Teamsters Security Fund, the Utah A.G.C. Teamsters, and the Utah A.G.C. Teamsters Training Trust shall be made promptly, and is due on the fifteenth (15th) day of the month next following the month during which hours were worked. If said contributions are not paid within five (5) days following the fifteenth (15th) day of the month, then they shall be considered to be delinquent.

**Section 3.** The parties recognize and acknowledge that the regular and prompt filing of Individual Employer reports and the regular and prompt payment of Employer contributions to the Health and Welfare Trust are essential to the maintenance of said Trusts, and that it would be extremely difficult if not

impracticable to fix the actual expenses and damage to said Trusts and to the related benefit plans which would result from the failure of an Individual Employer to make such reports and to pay such monthly contributions in full within the time provided above. therefore, the amount of damage to the Utah-Idaho Teamsters Security Fund, Utah-Idaho Teamsters Retirees' Trust, the Utah A.G.C., and the Utah A.G.C. Teamsters Training Trust resulting from failure by the Employer to make reports or pay contributions within the time specified, shall be presumed to be the sum of ten dollars (\$10.00) or five per cent (5%) of the amount of the contribution or contributions due, whichever is the greater, for each delinquent report or contribution. These amounts shall become due and payable to said Trusts as liquidated damages and not as penalty, upon the day immediately following the date on which the report or the contribution or contributions become delinquent.

**Section 4.** Liquidated damages shall be paid for each delinquent report or contribution, even though a delinquency report shall show no contribution due, and shall be paid in addition to any contribution due. However, the Trustees, in their discretion, for good cause (and the Trustees shall have sole right to determine what shall constitute a good cause) shall have the right and power to waive all or any part of any sums to said Trusts as liquidated damages.

**Section 5.** If an Employer fails to pay all contributions and/or liquidated damages within five (5) days following written notification by the Union, then the Union may take any economic action deemed necessary to affect said collection of delinquencies against the defaulting Employer.

**Section 6.** Such action shall not be construed as violating any other provision of this Agreement.

**ARTICLE IX - CLASSIFICATIONS AND WAGE RATES – see also Article XI**

<b>DUMP TRUCK WATER LEVEL CAPACITY (Bottom-end or side)</b>	<b>7-1-20</b>	<b>7-1-21</b>	<b>7-1-22</b>
Less than 8 cubic yards	\$24.27		
8 cubic yards and less than 14 cubic yards	\$24.42		
14 cubic yards and less than 35 cubic yards	\$24.57		
35 cubic yards and less than 55 cubic yards	\$24.77		
55 cubic yards and less than 75 cubic yards	\$24.97		
75 cubic yards and less than 95 cubic yards	\$25.17		
95 cubic yards and less than 105 cubic yards	\$25.37		
105 cubic yards and less than 130 cubic yards	\$25.49		

All over 130 cubic yards to be paid twenty-five (\$0.25) cents per cubic yard capacity per hour in addition to rate for 105 cubic yards and less than 130.

Dumpster trucks, Euclid-type trucks, Turn-wagons, Turn-a-rockers and Dumperete or similar type equipment -USE DUMP TRUCK RATES.

Whenever doubles are used, the drivers will be paid under the appropriate yardage schedule as outlined in Schedule "A", plus twenty-five cents (\$.25) per hour for the second trailer. When a third (3rd) trailer is put into operation, use the appropriate yardage rate as outlined in Schedule "A" above, plus an additional twenty-five cents (\$.25) per hour, so if three (3) trailers are pulled by one power unit, the rate should be the appropriate yardage, plus twenty-five cents (\$.25) per hour for each trailer or a total of fifty cents (\$.50) additional per hour to the rate set out above.

Whenever additional power units are used and operated by one driver, he shall receive an additional fifty cents (\$.50) per hour for operating such equipment.



<b>FLAT RACK TRUCKS, BULK CEMENT TRUCKS, SEMI-TRAILERS, MUD AND BANDING TRUCKS AND PAINT TRUCKS (Carry Capacity)</b>	<b>7-1-20</b>	<b>7-1-21</b>	<b>7-1-22</b>
Pickup Truck	\$24.10		
Less than 10 ton	\$24.17		
10 ton and less than 15 ton	\$24.32		
15 ton and less than 20 ton	\$24.42		
20 ton and over	\$24.57		
<b>ARTICULATED TRUCKS</b>	\$26.84		
<b>TRANSPORT TRUCKS-LOWBOY</b>	\$27.34		

Employees driving any of the above flat rack trucks, equipped with winch, hoist attachment or A-frame shall receive fifteen cents (\$.15) per hour additional.

When employees are loading or unloading sack lime or cement, creosoted timber or similar materials injurious to employee's health or clothing, they shall receive twenty-five cents (\$.25) per hour additional for that particular day.

Employees driving flat rack trucks will be required to load and unload the equipment and the further care of said materials as may be needed.

<b>TRANSIT MIX TRUCKS</b>	<b>7-1-20</b>	<b>7-1-21</b>	<b>7-1-22</b>
0 to 8 cubic yards	\$24.50		
8 ¼ cubic yards to 14 cubic yards	\$24.60		
<b>CONCRETE PUMPING TRUCKS</b>	\$24.50		
<b>WATER, FUEL &amp; OIL TANK TRUCKS (Water Level Capacity)</b>			
0 to 1,200 gal	\$24.15		
1,201 gal to 2,500 gal	\$24.27		
2,501 gal to 4,000 gal	\$24.42		
4,001 gal to 6,000 gal	\$24.72		
6,001 gal to 10,000 gal	\$24.97		
10,001 gal to 15,000 gal	\$25.22		
15,001 gal to 20,000 gal	\$25.47		
20,001 gal to 25,000 gal	\$25.82		
Over 25,000 gal	\$25.97		
Whenever two water tanks are pulled, driver will receive thirty-five cents (\$.35) per hour in addition to the combined water gallon rates.			
<b>OIL SPREADER OPERATOR (On a single person operation where boot person is not required)</b>	\$27.34		
<b>CONSTRUCTION JOB SERVICE EMPLOYEES</b>	\$24.47		
<b>STRADDLE TRUCK</b>	\$24.47		
<b>FORK LIFT</b>	\$24.47		
<b>CHAUFFEURS, TRUCK DRIVER HELPERS</b>	\$24.05		
<b>BUS DRIVER</b>	\$24.42		
<b>AMBULANCE DRIVER, FIRE TRUCK DRIVER (or similar type safety equipment)</b>	\$24.32		
<b>EMT AMBULANCE DRIVER</b>	\$25.32		
<b>FIRE TRUCK DRIVER OR WATER TRUCK DRIVER (Used to fight fires)</b>	\$25.32		
<b>BUNKER &amp; LOADERS</b>	\$24.17		
<b>SWEEPER OR VACUUM TRUCK</b>	\$24.42		
<b>WAREHOUSEMEN (Counter Clerk) Job Content:</b>	\$24.47		

(1) Obtain signature for all tools, merchandise, equipment or parts released from warehouse during his shift, or (2) give credit slips for all tools, merchandise, equipment, parts returned to warehouse during his shift, or (3) keep all such records for inventory.	
WAREHOUSEMAN	\$24.10
WASHERS	\$24.24
TIREMEN & GREASER	\$24.67
GAS STATION ATTENDANTS	\$24.10
MATERIAL ENGINEERS - Job Content: Assisting purchasing, expediting and/or checking material flow, warehouse key punch operator, and supervision of warehousemen personnel.	\$24.62
ASSISTANT MATERIAL ENGINEER - Job Content: Assist the Material Engineer in purchasing, expediting and checking material flow, warehouse key punch operator.	\$24.30
MATERIAL CLERK - Job Content: Typing, filing of all material records that are received through the warehouse.	\$24.17
TEAMSTER MECHANIC	\$26.27
TEAMSTER MECHANIC HELPER	\$25.03
TEAMSTER WELDER	\$25.28
TEAMSTER DRIVING TWO HORSES	\$25.05
TEAMSTER DRIVING THREE OR MORE HORSES	\$25.15
HELICOPTER PILOT	\$27.75

TEAMSTER FOREMAN - Teamster Foreman shall receive thirty-five cents (\$.35) per hour over the highest classification of which he has supervision.

GENERAL FOREMAN - General Foreman shall receive sixty-five cents (\$.65) per hour above the highest paid classification over which he has supervision.

When employees (greasers or fuel tank drivers) work in crews performing the same work which is covered by two or more unions' jurisdiction, the highest wage rate contained in any Heavy Highway Master Addendum covering such classification, shall be paid to all such employees employed under the terms of this Agreement.

Forklift: Teamsters will be paid the same rate as the Operating Engineers when the Teamster is alternating on the same or replacement machine.

Whenever trucks are used to pull trailers with a load bearing surface, they shall receive twenty-five cents (\$.25) additional per hour for that particular day.

**ARTICLE X - HEALTH & WELFARE/PENSION/TRAINING TRUST - see also Article XI**

**A. HEALTH & WELFARE**

**Section 1.** In addition to the foregoing wage rates, effective July 1, 2020 based on June hours, the Individual Employers, parties to this Agreement, shall pay into the Health & Welfare Fund the sum of six dollars and eighty-one cents (\$6.81) per hour per employee for all compensative hours.

**Section 2. Retirees Health & Welfare:**

Effective July 1, 2020, the Individual Employers, parties to this Agreement, shall pay into the Retirees Health and Welfare Fund the sum of eighty-six cents (\$0.86) per employee for all compensative hours.

**B. PENSION**

**Section 1.** Effective July 1, 2020, the Individual Employers shall pay into the Western Conference of Teamsters Pension Trust Fund the sum of four dollars and eighty cents (\$4.80) per employee for all compensative hours.

**Section 2.** The parties hereto have entered into a collective bargaining agreement (the Labor Agreement) effective as of July 1, 2020, and ending on June 30, 2023, which provides that the Employer shall make pension contributions to the Western Conference of Teamsters Pension Trust Fund (the Fund) on behalf of employees covered by the Labor Agreement.

**Section 3.** Effective July 1, 2020, the total contribution to the Western Conference of Teamsters Pension Trust Fund shall be four dollars and eighty cents (\$4.80) per hour, of which twenty-nine cents (\$.29) is allocated to provide the Program for Enhanced Early Retirement (PEER). The contribution for the PEER shall be paid on the same basis as contributions for the basic Plan provided for in Article X. The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued.

**C. TRAINING AND APPRENTICESHIP**

**Section 1.** Effective July 1, 2020, the Individual Employers parties to this Agreement shall pay into the Utah AGC-Teamsters Joint Apprenticeship & Training Trust the sum of ten cents (\$.10) per hour for each employee for all compensative hours, and said payments are to be paid into the Utah AGC-Teamsters Joint Apprenticeship & Training Trust.

**Section 2.** Each Employer who employs four (4), or more, journey persons may employ a minimum of one (1) apprentice. Thereafter, said Employer may employ one (1) additional apprentice after nine (9) journey persons. One (1) additional apprentice may be employed after nineteen (19) journey persons, after twenty-nine (29) journey persons, after thirty-nine (39) journey persons.

**Section 3.**

<b>Teamster Journey Persons</b>	<b>No. of Apprentices Employable</b>
0-4	none
5-9	One
10-19	Two
20-29	Three
30-39	Four
40-49	Five

**Section 4.** The rates of pay for Trainees are based on the 14 cubic yards and less than 35 cubic yards dump truck wage rate as established in the collective bargaining agreement as follows:

1st period	0 to 500 hours	80%
2nd period	501 to 1,000 hours	85%
3rd period	1,001 to 1,500 hours	90%
4th period	1,501 to 2,000 hours	95%

**Section 5.** Except for hourly wage rates the Trainees will receive in full all other benefits of the collective bargaining agreement.

**Section 6.** Those individuals who satisfactorily complete the training program will be allowed to register with the Hiring Hall as a "Class B" Teamster. After an individual completes the training program and has worked an additional 500 hours, those individuals will be allowed to register with the Hiring Hall as a "Class A" Teamster.

**ARTICLE XI – WAGE AND/OR FRINGE BENEFITS INCREASES**

**Section 1.** Any increases applied to fringe benefits under the Utah General Construction Agreement, specifically Health & Welfare, and Training, shall also be applied to the appropriate fringe benefits outlined in Article X, Sections A, C and D of this Agreement.

In no event shall the contribution to the fringes outlined above be increased to exceed the Utah General Construction Agreement contributions during the life of this Agreement.

The Union Membership will determine the allocation of the money negotiated for years two and three of the Agreement. The Union will notify the Employers no later than sixty (60) days prior to July 1, 2021 and July 1, 2022 with the amounts that are being allocated to Wages and Fringe Benefits.

Effective July 1, 2020 \$1.25\* per hour allocated by the Union Committee for Wages and Fringe Benefits.

Effective July 1, 2021 \$1.00 per hour to be allocated for Wages and Fringe Benefits.

Effective July 1, 2022 \$1.00 per hour to be allocated for Wages and Fringe Benefits.

\* In addition to the allocation in year one, \$0.05 has been reallocated from the Apprenticeship and Training monies to wages effective July 1, 2020.

**ARTICLE XII – TEAMSTERS DUES CHECK OFF**

**Section 1.** The Employer agrees to deduct initiation or reinstatement fees and dues from an Employee's wages when authorized to do so by the Employee in a written assignment by the Employee and submitted to the Employer by the Union. Any money so deducted shall be transmitted to the Union monthly. The Employer agrees to honor such dues check-off in accordance with its terms.

**ARTICLE XIII- TEAMSTERS CREDIT UNION CHECK-OFF**

**Section 1.** On jobs or projects of eighteen (18) months, or more, duration, the Employer shall, if requested by the Utah First Credit Union Teamsters Branch, upon being furnished with an instrument in writing by the employee authorizing the employer to do so, deduct from the pay of an employee covered by this Agreement payments to the Utah First Credit Union Teamsters Branch, subject to the conditions hereinafter stated in this Article.


**Section 2.** The Credit Union shall indemnify and save the company harmless against any all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of any action taken or not taken by the company under this Section, provided that the company shall notify the Credit Union promptly of any claim or demand made or suit brought.

**ARTICLE XIV – EFFECTIVE DATE, TERMINATION AND RENEWAL**


**Section 1.** It is agreed that this Agreement shall be in full force and effect until the thirtieth day of June 2023, at which time it shall automatically renew itself and continue in full force and effect from year to year thereafter, unless written notice is given by either or both parties at least sixty (60) days prior to the thirtieth day of June 2023, or in any later year.

**Section 2.** IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by the respective officers duly authorized to do so.

*FOR THE EMPLOYER:  
SIGNATORY EMPLOYERS*

  
\_\_\_\_\_  
DUSTIN OLSON  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_

*INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS OF  
AMERICA, LOCAL UNION 222*

  
\_\_\_\_\_  
Spencer Hogue  
\_\_\_\_\_  
Secretary - Treasurer  
\_\_\_\_\_