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Title: **Delhur Industries, Inc. (Highway, Heavy, Engineering, Utility and Building Construction Agreement) and International Brotherhood of Teamsters (IBT), Local 435 (2002)**

K#: **8834**

Employer Name: **Delhur Industries, Inc. (Highway, Heavy, Engineering, Utility and Building Construction Agreement)**

Location: **CO**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **435**

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K 8834  
7,000 workers

7/1/2002 - 6/30/2005

TEAMSTERS LOCAL UNION NO. 435

46 pgs.

HEAVY ENGINEERING UTILITY  
AND BUILDING CONSTRUCTION  
AGREEMENT

2002

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TEAMSTERS LOCAL UNION NO. 435  
2002

HIGHWAY  
HEAVY ENGINEERING UTILITY  
AND BUILDING CONSTRUCTION  
AGREEMENT

THIS AGREEMENT made and entered into by and between

---

Delhur Industries, Inc.

(hereinafter Employer or Contractor) and TEAMSTERS

LOCAL UNION NO. 435 affiliated with the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS (hereinafter Union).

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ARTICLE 1

PURPOSE

The purposes of this Agreement are to promote settlement of labor disagreements by conference, to prevent strikes, lockouts, labor disputes and work stoppages, to stabilize conditions in building construction, heavy construction, highway construction, utility construction, tunnel and engineering work in the area affected by this Agreement, to prevent avoidable delays and expenses, and generally to encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.

It is understood that the following terms or conditions relating to the employment of workmen covered by this Agreement have been agreed upon, and that the following provisions will be binding upon the parties to this Agreement during the term of the Agreement.

The terms "Contractor" and "Employer" as used herein shall

mean each Employer, individually, who is signatory to this Agreement, or any other person or entity who or which becomes signatory hereto or to a counterpart hereof.

The term "Union" as used herein shall refer to the Teamsters Construction Workers Local Union No. 13.

## ARTICLE 2

### TERRITORY, WORK AND EMPLOYEES COVERED

- (a) Territory: The entire State of Colorado
- (b) Work: This Agreement shall cover all private and public construction work performed in the State of Colorado, including particularly but not exclusively, highway, heavy engineering, utility and building construction.
- (c) For the purpose of this Agreement, building construction is defined to include building structures, including modifications, additions, repairs or alterations thereto, intended for use as a shelter, protection, comfort or convenience.
- (d) For the purpose of this Agreement, highway construction is defined to include particularly but not exclusively the construction, repair or maintenance of:
  - 1. Roads
  - 2. Streets
  - 3. Highways
  - 4. Expressways
  - 5. Turnpikes
  - 6. Overpasses
  - 7. Underpasses
  - 8. Elevated Highways
  - 9. Viaducts
  - 10. Highway Bridges
  - 11. Parkways

12. Parking Areas
13. Elevated parkways and parking areas in connection with roads, bridges and viaducts
14. Bypasses
15. Detours
16. Barricades
17. Headwalls
18. Concrete Culverts
19. Retaining Walls
20. Foundations
21. Abutments
22. Rest areas in connection with highways (Rest areas in connection with highway work shall be considered highway or heavy engineering work when facilities built in such areas are for the purpose of comfort stations or any similar facilities. However, when facilities are constructed for the usages of other than as stated in preceding sentence, such as restaurants, repair shops, filling stations, such latter facilities shall be deemed to be building construction for which the building construction rates and conditions as established for the areas shall apply).
23. Grade separations involving highways
24. Grade Crossings
25. Alleys
26. Sidewalks
27. Curbs and gutters (except that when sidewalks, curbs and gutters are required to be built as part of a building construction project, the building rates shall apply).
28. Guard Rails
29. Fences
30. Bridle Paths

31. Sewage and waterworks improvements of drain incidental to street and highway improvements.
  32. Drainage
  33. Demolition and wrecking of structures
  34. Clearing and Grubbing
  35. Pile driving in connection with highway work.
- (e) For the purposes of this Agreement, heavy engineering and utility construction is defined to include, particularly but not exclusively, the construction, repair, alteration or maintenance of:
1. Airports, including all site preparation, grading, paving, drainage, fences, sidewalks, driveways, runways, ramps, aprons, parking areas and facilities other than building construction. Sidewalks, curbs and gutters which are connected with a building proper shall be deemed building construction. However, sidewalks, curbs and gutters connected with any streets, driveways, runways, ramps, aprons or parking areas shall be deemed heavy engineering construction.
  2. Railroad construction projects of all kinds, including street railway construction and rapid transit system projects.
  3. Subways, including loading docks or loading areas; provided, however, that underground buildings are to be considered building construction.
  4. Hydroelectric power plant projects and power plant facilities in their entirety; provided, however, that hydroelectric power plants are not deemed to include steam plants. Steam plants, excepting for work of the type set forth at Subparagraph 42 are considered to be building construction.
  5. Athletic fields with the exception of building construction.
  6. Tunnels, shafts, raises and all other underground work.
  7. Missile silos and missile projects shall be deemed to be building construction except that all digging, drilling and placing of concrete in all underground

work shall be deemed to be heavy and engineering construction work.

8. Flood control and reclamation projects
9. Levees
10. Channels
11. Aqueducts
12. Channel Cutoffs
13. Jettys
14. Breakwaters
15. Harbor dredging and site preparation
16. Docks
17. Piers
18. All utility work and utility plant projects in their entirety, including particularly but not exclusively water and sewage treatment plants, pumping stations, lift stations, reservoirs, either covered or uncovered, together with all facilities, piping and paving in connection therewith.
19. Water supply projects
20. Irrigation projects
21. Electrical transmission lines
22. Duct lines
23. Pipelines
24. Dams
25. Dikes
26. Overpasses
27. Underpasses
28. Bridges
29. Bypasses

30. Detours
31. Barricades
32. Headwalls
33. Concrete culverts
34. Retaining walls
35. Foundations
36. Abutments
37. Revetments
38. Sidewalks
39. Gutters (except that when sidewalks, curbs and gutters are required to be built as part of a building construction project, the building rates shall apply).
40. Heavy construction main line sewers and water, gas or oil mains.
41. Clearing and grubbing
42. Industrial site construction: All work connected with the clearing and grubbing, leveling and excavating of any industrial site, including the roughing out to the bottom elevation indicated, shall be deemed to be heavy engineering work. Also, all work connected with the installation of all water, gas, sewage and drainage lines, as well as all work connected with blacktopping or paving of parking areas, streets, curbs and gutters incident to such industrial site construction shall be deemed to be heavy engineering construction.
43. Land leveling
44. Excavation of earth and rock
45. Quarrying
46. Processing of dirt, sand, gravel and mineral aggregates
47. Pile driving in connection with heavy engineering work
48. Stripping of overburden in preparation for any type of mining, excavation or processing of earth, dirt, minerals, rock, sand, gravel and mineral aggregates, and strip mining of earth, dirt, minerals, rock, sand,



gravel and mineral aggregates.

49. Site preparation and clearing of site or property for building construction thereon.
50. Excavation for and installation of telephone conduit, electric conduit and communication cables.
51. Trenching, excavation and installation of water, gas, steam, sewer, utility and service lines outside buildings.
52. Demolition and wrecking of structures.

(f) Disputes: In the event there arises any disagreement or dispute between the Contractor and the Union as to the proper classification of a project or any part of a project as being building construction or as being highway construction, or as being heavy engineering construction as herein defined, such disagreement or dispute shall be processed as a contractual dispute in the manner hereinafter provided in ARTICLE 8, DISPUTES.

(g) This Agreement shall apply to and have effect on all employees employed by the Contractor whose work comes within the classification hereinafter listed.

Excluded from the terms of this Agreement are all employees of the Contractor who are classified as executive, superintendents, assistant superintendents, supervisory personnel with or without the power to hire and fire (other than foreman), survey parties (including civil engineers, party chiefs, instrumentmen, rodmen, chainmen, (survey helpers), architects, draftsmen, inspectors, timekeepers, messenger boys, office workers, clerical workers (other than those classifications

covered by this Agreement) and/or confidential employees. Such excluded employees shall perform those duties regularly and customarily performed by employees in such excluded classifications, but otherwise said excluded employees shall not perform work covered by this Agreement which properly should be assigned to and performed by employees who are covered by this Agreement.

### ARTICLE 3

#### RECOGNITION

The Employer and the Contractor covered hereby recognize and acknowledge Teamsters Construction Workers, Local Union No. 13 of the International Brotherhood of Teamsters as the exclusive bargaining representative of all Employees covered by this Agreement.

### ARTICLE 4

#### UNION MEMBERSHIP

(A) All present employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, Article 3, shall, as a condition of employment, become members of the Union within eight (8) days following the date of this Agreement, and shall remain members in good standing during the term of this Agreement. All new employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, Article 3, shall as a condition of Employment, become members of the Union within eight (8) days following the date of

their employment, and shall remain members in good standing during the term of this Agreement. "Good Standing" for the purpose of this Agreement is interpreted to mean the payment or tender of initiation fees and periodic Union dues uniformly required as a condition of acquiring or retaining membership.

(B) When an employee fails to tender to an authorized agent of the Union, such initiation fees or periodic Union dues as are required for good standing membership, the Contractor will, upon written request from the Union, dismiss the employee at the close of shift during which said written request is furnished by the Union to the Contractor. Such written request from the Union shall itemize and certify the delinquent employee's account with the Union and shall be furnished by the Union in triplicate, one (1) copy to be mailed or delivered to the superintendent or foreman of the Contractor in charge of the particular project upon which said delinquent employee is employed, one (1) copy to be mailed or delivered to the Contractor at its principal place of business in Colorado, and one (1) copy to be mailed or delivered to the delinquent employee.

The Union represents that it will not invoke the provisions of this Article unless and until such time as it will have available for the Contractor an adequate replacement for the delinquent employee for whom the Union is making written request for dismissal.

## ARTICLE 5

### HIRING PROCEDURE

(A) The Contractor agrees that he will give the Union the first opportunity to furnish and the Union agrees to furnish all classes of employment that are provided for in this Agreement. The Contractor further agrees that all requests for workmen will be placed with the Union dispatching office not less than 24 hours prior to the contemplated beginning hour of employment for such workmen. If the requested workmen do not appear for work at the Contractor's project at the hour requested, after such 24 hour prior request for employees, the Contractor shall be at liberty to hire from any source available, the same number of workmen so requested and thereafter the Union shall not demand the discharge of any workman so hired, other than as provided in Article 4.

### UNION MEMBERSHIP

(B) 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 obligation or aspect of Union membership, policies or requirements.

(C) The Contractor retains the right to refuse to accept and to reject any job applicant referred by the Union provided such refusal to accept said job applicant shall be based upon the Contractor's prior work knowledge of the applicant or upon a qualification evaluation by the Contractor.

(D) Notwithstanding the foregoing subparagraphs, the Contractor shall have the right to request by name any job applicant who shall have registered with the Union, whether he be a member of the Union or not, provided said job applicant has been previously employed within the past two (2) years in the State of Colorado by said Contractor and/or by any other Contractor signatory to this Agreement or the predecessor Teamsters Highway, Heavy Engineering and Building Construction Agreement for at least a period of one (1) year and if said applicant is available. The Union shall refer said applicant to the Contractor, regardless of said applicant's position or priority on the Union's eligibility list. Such oral special request by the Contractor shall be confirmed in writing by the Contractor.

(E) To safeguard continuity of employment and thus protect unemployment insurance of employees, neither the Union nor its representatives shall have the right to transfer employees from one Contractor to another or to replace one employee with another.

(F) The Contractor shall have the right to take his employees, who are engaged in work covered by this Agreement, from one locality to another within the jurisdiction of this Agreement.

(G) Upon request by the Union for the duration of any specific job the Contractor will notify the Union of the names, addresses and date of hire of any newly employed employees

covered by this Agreement who were not referred by the Union within seven (7) days of the date of hire.

## ARTICLE 6

### EQUAL EMPLOYMENT OPPORTUNITY

(A) The Union agrees to comply with all applicable Federal, State or Local Laws, Regulations, Rules, Directives and Orders with regard to the acceptance, selection, classification and referral of applicants for Union membership and/or applicants for employment, without discrimination because of race, color, national origin, creed, religion, age, sex and such other employment groups as may during the life of the within Agreement, be given legal protection (hereinafter referred to as "protected employee groups"). Particularly, but not exclusively, the Union shall comply with all applicable Federal and State Laws, Presidential Executive Orders, all applicable Regulations, Rules, Directives or Orders of the Equal Opportunity Commission, the Office of Federal Contract Compliance, the United States Department of Labor, the United States Department of Transportation, and any other awarding agency where such Regulations, Rules, Directives or Orders apply to Heavy Engineering, Highway or Building Construction work and covered by this Collective Bargaining Agreement.

(B) The Union further agrees that in the event it fails or is unable to refer applicants for employment to a Contractor at any time in sufficient number of a sufficient type from protected employee groups as may be necessary to enable the Contractor to

fully comply with his affirmative action program or to fully comply with any other requirements imposed by his construction contract with the owner or with any awarding agency, or to enable the Contractor to fully comply with all Federal and State Laws, Presidential Executive Orders, Regulations, Rules, Directives or orders applicable to the Contractor in Heavy Engineering, Highway, Utility or Building Construction work, then in any such event, the Contractor shall be free to directly recruit from any source and in any manner such number of acceptable applicants as may be necessary to satisfy the Contractor's need to effect such compliance by the Contractor. Such applicants so selected directly by the Contractor shall otherwise comply with all applicable provisions of this Collective Bargaining Agreement.

(C) The Union further agrees that it will provide the Contractor with all information necessary to enable the Contractor to comply with all applicable Federal and State Laws, Regulations, Rules, Directives, Orders and Contractual Requirements of the Contractor as hereinabove referred to, including, but not limited to, the preparation, filing and/or furnishing of such reports as may be necessary or as may be requested by the Contractor.

(D) The Union further agrees to comply with all applicable Laws, Regulations, Rules, Directives and Orders which now or hereafter may be required of the Union and/or which may be required of the Contractor incident to the performance of the type of Heavy Engineering, Highway, Utility or Building

Construction work covered by this Agreement which at any time may be adopted, imposed or required during the entire effective term of this Agreement.

(E) The Union hereby agrees to indemnify and hold harmless the Contractor from any losses or damages resulting from any act or omissions of the Union in breaching or failing to comply with any and all of the foregoing Laws, Regulations, Rules and Orders.

(F) This Section shall govern over any conflicting provision or requirement of the Constitution, Bylaws, Working Rules or other Rules, Regulations or Directives of the Union.

#### ARTICLE 7

##### SAFETY CLAUSE

(A) The Employer, the Contractor and the Union agree that safety on the job is of utmost importance. Every effort shall be made toward safe and sanitary conditions. It shall not be a violation of this Agreement for any employee or employees to refuse to perform work under conditions which create an immediate, real and apparent hazard to the employee or his fellow employees in the immediate area in which the employee is working, and no employee shall be discharged for refusing to work under such conditions. No employee shall be paid for hours not worked because of hazardous conditions unless instructed to wait. Employees observing such conditions must immediately report their existence to the superintendent and/or Job Steward on the project.

(B) Safety standards as contained in Federal, State and



Local Safety Laws, Rules and Regulations must be observed by the employees and the Contractor on all jobs covered by the within Agreement.

(C) Employees shall comply with safety policies established by the Contractor. Failure to comply with such policies on the job or failure to participate and cooperate on the job in any Contractor's safety program shall be cause for discharge.

(D) All accidents and injuries must be reported by the employees to the Contractor within 24 hours after the employee's knowledge of the injury and ability to report.

(E) If a Contractor furnished personal safety equipment, special clothing or devices, the employee shall return the same in as good condition as received subject to reasonable wear and tear. In the event such safety equipment, special clothing or devices are not so returned, the cost thereof shall be paid by the employee and may be deducted from his last pay check.

(F) On all projects clean drinking water, drinking cups and suitable sanitary toilets shall be provided by the Contractor.

## ARTICLE 8

### A. DISPUTES

A. CONTRACTUAL DISPUTES: Should any dispute, difference or grievance arise the following procedure shall be commenced within five (5) working days after the occurrence of the matter leading to such dispute, difference or grievance:

(1) The aggrieved employee shall discuss the matter with his department foreman. The employee may have the Shop Steward present if he so desires.

(2) If no satisfactory settlement is reached in Step 1 above the Union will reduce the grievance to writing. Then within five (5) working days following the meeting in Step 1 the aggrieved employee, a representative designated by the Union, the Department foreman and the Warehouse Superintendent shall meet for the purpose of effecting a settlement. The Employer management will give its answer in writing to the Shop committee within five (5) working days following the meeting provided in this step.

(3) If the matter is not settled within five (5) working days following the meeting in Step 2, a meeting shall be held between the Shop Steward, designated representative of the Union and representatives designated by the management of the Employer for the purpose of effecting a settlement. The designated representatives of the Employer shall give their written answer to the grievance within five (5) working days following the meeting provided in this Step.

If the matter cannot be settled in the procedure set forth above, the aggrieved employee may resort to arbitration as hereinafter provided.

**ARBITRATION.** Differences of opinion or disputes regarding interpretation or alleged violation of any provision of this contract may become the subject of arbitration only after all steps of the grievance procedure have been utilized and have failed to produce an agreement between the parties. In the event that it becomes necessary from time to time to submit any matter to arbitration, the parties hereto shall endeavor to agree upon an arbitrator. If the parties cannot agree, the arbitrator shall be chosen by the parties from a list of five (5) submitted by the Federal Mediation and Conciliation Service.

Each Party shall bear its own expenses of arbitration, but the cost and compensation of the arbitrator shall be borne equally by the Union and the Employer.

The powers of the Arbitrator are limited as follows: He shall have no power to add to or subtract from or modify any of the terms of any agreement. He shall have no power to establish wage scales except as he is herein specifically empowered to change any wage. He shall have no power to set standards of production or to decide any questions which under this Agreement, it is within the responsibility of management to decide. In rendering decisions, the Arbitrator shall have due regard for the responsibilities and rights of management and shall so construe the Agreement that there will be no interference with such responsibilities and rights except as they may be specifically conditioned by the Agreement.

The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees, and may be enforced in any court of competent jurisdiction.

#### B. JURISDICTIONAL DISPUTES

(1) There shall be no cessation or interference in any way with any work of the Contractor by reason of jurisdiction disputes with the Union herein and any other Unions affiliated with the AFL/CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement.

(2) Such disputes shall be settled by the Contractor and the disputing Unions locally. If local settlement is not effected promptly, then such dispute shall be submitted by the Contractor or by either of the disputing local Unions to the Internationals of the Unions involved in the dispute for determination.

(3) If the Internationals of the Unions involved cannot promptly determine the dispute, the same shall be settled as between the disputing Unions in accordance with the procedures adopted by the Building and Construction Trades Department (AFL/CIO) for settling jurisdictional disputes nationally and locally, provided the Union herein also is a part thereof and a participant therein.

(4) Any settlement made by the disputing Unions locally or by the Internationals or otherwise as above provided, shall not establish the number of workmen in a crew or establish the performance of work by a composite crew, but rather shall

establish only which of the competing Unions are entitled to have its members perform the work in question.

Further, no settlement of the jurisdictional dispute as above provided shall require the Contractor to recognize or to enter into a collective bargaining agreement with any Union with whom the Contractor has no collective bargaining agreement or with whom the Contractor has not afforded recognition prior to the commencement of such jurisdictional dispute.

(5) Pending the resolution of the dispute in accordance with the above procedures or in the event such resolution is not attained the assignment of work as made by the Contractor shall continue in effect and all work shall proceed without interruption, interference, delay or cessation. In the event a determination is made in accordance with the procedures above provided, and such determination alters the assignment previously made by the Contractor, no damages, back pay or fringe benefit contributions shall be assessed against the Contractor for work assigned and performed prior to such determination.

(6) The Contractor and the Union shall comply with the resolution of the jurisdictional dispute when settled under the above procedures. In the event that either the Contractor or the Union fails to comply with such determination, either party thereto shall have the immediate right to proceed to file in any United States District Court a complaint or petition to require complete enforcement of such determination.

(7) In the event the other Union shall refuse to abide by

the determination of the dispute as above provided, the Union herein shall be and is authorized to proceed to enforce the determination by any lawful means; provided, however, that until such determination is made, the work assignment shall proceed as originally assigned by the Contractor.

#### C. NO WORK STOPPAGE

(1) Throughout the effective term of this Agreement, including but not limited to, all periods during which any contractual dispute and/or any jurisdictional dispute is being processed or determined as provided in the Agreement, the Union agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or encourage any stoppage or suspension of work, slowdown, sitdown, picketing, strike or concerted refusal to work.

(2) Throughout the effective term of this Agreement, including but not limited to all periods during which any contractual dispute and/or any jurisdictional dispute is being processed or determined as provided in this Agreement, the Employer and the Contractor agree that neither it nor any of its officers, agents or representatives shall engage in, authorize or cause any lockout or concerted work stoppage.

(3) No employee covered hereby may be discharged for refusing to cross a lawful picket line.

(4) No settlement or determination made under the procedures above provided in CONTRACTUAL DISPUTES and JURISDICTIONAL DISPUTES of this Article shall be construed as a

determination of any cause of action by the Contractor against the Union for monetary relief arising from an alleged breach of any provision of NO WORK STOPPAGE immediately preceding.

(5) Exempted and excluded from the foregoing provisions of this Article are all disputes related to the timely filing of fringe benefit reports, the payment or collection of fringe benefit and/or industry fund contributions, the interpretation and application of the terms and provisions of all fringe benefit and industry fund trust agreements identified and referred to in this Agreement and all benefit plans, rules, regulations, delinquency procedures and delinquency assessments adopted thereunder by any of the Boards of Trustees of said respective trust funds.

## ARTICLE 9

### MANAGEMENT

It is distinctly understood and agreed by the Union that the Contractor reserves the right of management at all times, except as may be limited by this Agreement.

## ARTICLE 10

### DISCHARGE AND SUSPENSION

(A) The Contractor may discharge or suspend any employee for service not deemed to be satisfactory to the Contractor. Employees may be laid off when the Contractor determines that a reduction in force is necessary subject, however, to those limitations set forth in Article 13, JOB STEWARDS.

(B) In the event the discharge or suspension of any

employee is based upon the grounds of dishonesty, drunkenness, being under the influence of drugs, narcotics or intoxicants, recklessness or negligence while on duty, carrying of unauthorized passengers, insubordination or misconduct, carelessness or behaving in an unsafe manner, no advance warning notice of such threatened or actual discharge or suspension of such employee shall be required of the Contractor.

(C) In all instances of discharge or suspension of any employee for service not deemed to be satisfactory to the Contractor, other than as hereinabove set forth in Paragraph (B), at least one (1) warning notice in writing shall have been furnished by the Contractor to the Employee prior to his being discharged or suspended. Such prior written warning notice to the Employee shall describe the nature of the Employee's conduct, act, omission or statement which is or was not satisfactory to the Contractor. A copy of such written warning notice shall be furnished by the Contractor to the Union within ten (10) days (excluding Saturdays, Sundays and holidays) after the date of the conduct, act, omission which gave rise to such written warning notice.

(D) The employees and/or Union shall have all rights of protesting warning letter or notices, suspensions or discharges in accordance with the Grievance Procedure of this Agreement.

#### ARTICLE 11

##### EMERGENCY ON THE JOB

Should an emergency arise at any time when drivers are not

available at the jobsite, the truck or machines shall be operated by any employee whom the Contractor may select for the period of such emergency.

Emergency shall mean unforeseen circumstances which are of immediate danger to life or property which could not be eliminated or prevented by prior scheduling.

## ARTICLE 12

### JOB ADMISSION

The Employer and the Contractor shall not restrict and will assist representatives of the Union to gain access to all jobs where employees covered by this Agreement are employed or where work covered by this Agreement is being performed, but the representative of the Union shall not cause any unnecessary interference with the work and shall comply with safety and security regulations to the same extent as required of the employee on the job. The Union representative shall identify himself to the Contractor's representative when the Union representative first appears on the jobsite.

## ARTICLE 13

### JOB STEWARDS

(1) The Union, at its option, may appoint an employee on each shift in operation who is already employed on the job or project of the Contractor to serve as Job Steward for that job or project. The Job Steward will work the same as any other journeyman on the project. The name or names of each Job Steward shall be furnished promptly by the Union in writing to the



Contractor or to the Contractor's authorized representative.

(2) In addition to his regular assigned work, the Job Steward shall be permitted to perform, during working hours, the duties of Job Steward as defined in the next succeeding paragraphs of this Article. The Union agrees that such duties shall be performed during working hours as expeditiously as possible.

(3) The Job Stewards shall be limited to and shall not exceed the following Job Steward duties and activities:

- (a) Check the dispatch of each employee dispatched under the terms of this Agreement to his Contractor before such employee commences work or as soon thereafter as practical.
- (b) Report to his Business Representative all violations or alleged violations of this Agreement.
- (c) Report to his Business Representative any employee covered by this Agreement who, during his shift, leaves a jobsite without giving the Contractor and the Job Steward prior notice.

(4) The Job Steward shall not:

- (a) Stop the Contractor's work for any reason.
- (b) Engage in, authorize or encourage any stoppage or suspension of work, slowdown, sitdown, picketing, strike or concerted refusal to work.
- (c) Tell any workman or employee on the job or on the project that he cannot work, should not work, or ought to leave work on the job or project.

(5) Infraction of any one or more of the rules set forth in Paragraph (4) immediately preceding shall be cause for immediate discharge of the Job Steward without any prior notice. However, notice of such discharge promptly shall be furnished by the

Contractor to the Union's Business Representative.

(6) Except as provided in Paragraph (5) immediately preceding, a Job Steward may be discharged only for cause or upon job completion. Prior to the discharge of a Job Steward for cause, the Contractor or his authorized representative must consult with the Union's Business Representative regarding such discharge. The Job Steward shall remain on the job as long as the Employer is performing work covered by this Agreement provided that he is qualified to perform the available work as determined by the Employer/Contractor.

#### ARTICLE 14

##### WORK JURISDICTION

(A) It is agreed that no employee be discriminated against for refusing to do work that is clearly outside the jurisdiction of the Union.

(B) It is agreed by the Contractor that employees covered by this Agreement shall not be required to do any work that is not covered by this Agreement and that any work that is covered by this Agreement shall not be assigned to any employee who is not covered by this Agreement.

#### ARTICLE 15

##### HOURS OF WORK AND OVERTIME RATES

(A) HOURS OF WORK. The work week will be Monday Through Friday. Eight (8) consecutive hours exclusive of a lunch period shall constitute a day shift. Overtime rates shall be paid for all time worked before the starting time of a shift and after the end of a shift. Saturday, Sunday and Holidays shall be overtime days as such.

(B) OVERTIME RATES. For highway, heavy engineering and

utility construction work, the Monday through Sunday overtime rates in this Agreement shall be 150% of the straight time hourly wage, and the overtime rate for such work on holidays shall be 200% of the straight time hourly wage rate. For building construction work, the Monday through Saturday overtime rates shall be 150% of the straight time hourly wage rate, and the overtime rate for such work on Sundays and holidays shall be 200% of the straight time hourly rate.

While there is equipment to be operated on a single shift operation before the single shift begins, or after it ends, or on a Saturday, a Sunday or a holiday, the Teamster who regularly operates the particular piece of equipment shall be given first choice to perform the work, and if a truck driver helper is required the truck driver helper who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work. The Teamster who regularly operates a particular piece of equipment is the Teamster who has operated that particular piece of equipment for the most hours in the last five (5) working days preceding the overtime day and who reported for work on his regular shift the last working day preceding the overtime day.

In the case of a multiple shift operation, the Contractor will endeavor to fairly distribute overtime work on Saturdays, and overtime work on Sundays or holidays.

(C) Single Day Shift. A single day shift will work eight (8) consecutive hours, excluding lunch time, for which eight (8) hours at the straight time hourly wage rate shall be paid. The single day shift shall start as follows: May 1 through August 31 ... 6:00 a.m. to 9:00 a.m., September 1 through April 30... 7:00 a.m. to 10:00 a.m. with a provision that any starts at or after 9:00 a.m. produce eight (8) hours of guaranteed work unless rained or snowed out. Starting time shall be posted on the job and may not be changed oftener than twice a week.

(D) Single Night Shift. If, due to traffic conditions the Contractor is required on Highway Construction only to work a single night shift, the Contractor agrees that a minimum of nine (9) consecutive hours will be worked for this shift, for which the single shift rule shall prevail. The single night shift shall start no earlier than 4:00 p.m. and no later than 8:00 p.m.

(E) Two Equal Shifts. When two equal shifts are worked, the first shift shall start between 3:30 a.m. and 4:30 a.m. and the first shift shall end between 12:00 noon and 1:00 p.m.; the second shift shall start not later than 1:30 p.m. Each shift shall work eight (8) or more consecutive hours, exclusive of lunch time, and shall receive equivalent hours of pay.

(F) Two Shifts. When a day shift and a swing shift are worked, the day shift shall work eight (8) consecutive hours, excluding a lunch period and shall receive eight (8) hours pay.

and the swing shift shall work seven and one-half (7 1/2) consecutive hours, excluding a lunch period, and shall receive eight (8) hours pay. The day shift shall start between 6:00 a.m. and 8:00 a.m. and shall end between 2:30 p.m. and 4:30 p.m. The Contractor shall start the second shift no later than one (1) hour after the close of the first shift. Starting time posted may not be changed oftener than once a week.

(G) Three Shifts: All Work. When work is carried out on a three (3) shift basis, the day shift shall work eight (8) consecutive hours, excluding a lunch period, the swing shift shall work seven and one-half (7 1/2) consecutive hours, excluding a lunch period, and the graveyard shift shall work seven (7) consecutive hours, excluding a lunch period, and each of such shifts shall receive eight (8) hours pay. Shifts may be rotated; however, when the three (3) shifts are rotated, each shift shall work seven and one-half (7 1/2) consecutive hours, excluding a lunch period, and shall receive eight (8) hours pay.

When the three shifts are not rotated, the first shift shall start at 12:01 a.m., the second at 7:30 a.m. and the third at 4:00 p.m. Saturday shall be from 12:01 to 12:00 midnight. Sunday shall be from 12:01 a.m. to 12:00 midnight. Holidays shall run from 12:01 a.m. to 12:00 midnight of the Holiday.

(H) When two (2) or more shifts are scheduled to work, they shall be scheduled to work for not less than five (5) consecutive working days except at the start or end of a job.

(I) Half Shift and Full Shift. If work is commenced by an employee at the beginning of a designated shift or if work is commenced by a new employee upon his reporting at the designated time, then any work so performed either in the first half or the second half of the shift shall be paid for as one-half (1/2) shift or four (4) hours, except that if, due to weather conditions, work thereafter is stopped during either the first half or the second half of the shift, the Employee shall be paid only for hours worked during either half shift or for two (2) hours, whichever is greater.

If work is commenced by an Employee at the beginning of a designated shift or if work is commenced by a new Employee upon his reporting at the designated time, and such work is performed in the first half of shift and also extends into the second half of the shift, the work shall be paid for as a full shift or eight (8) hours, except that if, due to weather conditions, work thereafter is stopped during the second half of the shift, the Employee shall be paid only for hours worked during the first and second halves of the shift or four (4) hours, whichever is greater.

Any regular employee reporting late after the beginning of a designated shift and any new employee reporting after the time designated for him to report shall be paid only for the hours worked during the shift.

The straight time hourly wage rate shall be applicable under this Subparagraph (i) except that the applicable overtime rate shall be paid for such hours on Saturdays, Sundays and holidays.

(J) Special Shifts. Mechanics and Service Personnel, notwithstanding any of the provisions of Paragraph (c), (d), (e), (f), and (g) of this Article, the Contractor at his option may schedule a special shift or shifts for any Mechanics, Heavy Duty Diesel Mechanics, Body Men, Welders, or Combination Men, Greasemen and Servicemen, and such special shift or shifts may commence at any time within the period of two (2) hours earlier and two (2) hours later than the commencement of any shift.

(K) Reporting and Call Back. Employees shall report for work at the designated shift time each working day and shall receive four (4) hours show up pay applying to that day if there is no work. New employees reporting for work at the request of the Contractor or his representative at the time requested shall receive four (4) hours show up pay applying to that day if there is no work. All show up pay required to be paid under this paragraph shall be computed on a straight time basis regardless of the employee's reporting on a Saturday, Sunday, holiday or regular week day.

The immediately preceding paragraph shall not apply and no showup time shall be paid (1) if any employee reports for work after being previously notified not to do so by the Contractor or (2) if due to weather conditions work cannot be commenced at the designated shift time or at the designated reporting time and no request is made by the Contractor or his representative for the employee to remain at the project site.

Notwithstanding the foregoing, if due to weather conditions work cannot be commenced at the designated shift time or at the designated reporting time and the Contractor or his representative requests the employee to remain at the project site pending possible improvement of weather conditions, and thereafter requires the employee to work and/or wait, the employee shall be paid for all hours worked and/or waited but in no event for less than two (2) hours worked and/or waited. For all such time worked and/or waited, the base hourly rate shall be paid, except that the applicable overtime rate shall be paid for all hours worked and/or waited in excess of eight (8) hours and for all hours worked and/or waited on Saturdays, Sundays and holidays.

Any regular employee reporting late after the beginning of a designated shift and any new employee reporting late after the time designated for him to report shall be paid only for the hours worked during the shift.

(L) HOLIDAYS. The following shall be considered holidays under this Agreement: New Year's Day; Memorial Day; Independence Day; Thanksgiving Day; Christmas Day. There shall be no work on Labor Day.

(M) Lunch Period. There shall be a regularly scheduled lunch period. This lunch period shall be one-half (1/2) hour and shall be scheduled by the Employer so that the beginning or the ending of some portion of the lunch period shall be within 1/2 hour of the midpoint of the regular scheduled hours of work of each shift. If an employee is required to work through the scheduled lunch period, he shall be paid one-half (1/2) hour at the applicable overtime rate for working this period; and in that event, the Employee shall be given sufficient time (not less than 15 minutes) to eat his lunch on the Employer's time. If the employee is not given such sufficient time to eat his lunch on the Employer's time, he shall be paid an additional one-half hour at the overtime rate. The shortening of his day's work by one-half hour to compensate for the lunch period will not be allowed.

(N) OVERTIME. When applicable, shall be paid and may not be balanced by time off.

(O) The starting time of any shift may be changed by mutual agreement between the Contractor and the Union.

(P) 1. No employee covered by this Agreement shall as a condition of employment furnish transportation within the job site or between job sites, or from yard to job site for transportation of employees or tools or equipment or for any other purpose.

2. When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable and no parking facilities are provided within one-half (1/2) mile from where the employee's work is being performed, the Contractor shall transport the employee to and from where the employee's work is to be performed and shall pay to each such employee a travel allowance computed on the basis of fifty percent (50%) of the employee's straight time wage rate for the time consumed to the nearest quarter hour in traveling to and from the employee's place of work in the Contractor's transportation vehicle. Such travel allowance shall be computed on the basis of the employee's basic straight time rate; and this travel allowance shall not be considered as working time in computing the straight time rate or in computing overtime. This travel allowance shall be subject to all Federal and State payroll deductions.

3. Self-propelled transportation of equipment operated by employees covered by this Agreement shall be performed by employees covered by this Agreement.

(Q) Travel Allowance Applicable ONLY to Building Construction.

1. The zone pay differential shall not apply.
2. Employees shall receive sums as set forth herein for

jobs that are located the following distance from the nearest dispatch point, or within 35 miles of a city of 15,000 population per 1980 census.

0-35 Miles  
Free Zone  
35-64 Miles  
\$12.00  
65-85 Miles  
\$16.00 or room and board at Employer option.  
Over 85 Miles  
\$20.00 or room and board at Employer option.

3. The foregoing travel allowance is not applicable to employees who operate any motor vehicle furnished by the employer for traveling to and from the job site.

The foregoing travel allowance shall be paid only if the Employee operates his own automobile or participates in a car pool with other Employees who drive their own automobiles to and from the job site. The foregoing allowance shall not apply to any Employees who operate any motor vehicle furnished by the Contractor for the use of such Employee in traveling to and from the job site.

This travel allowance shall be subject to all federal and state payroll deductions.

#### ARTICLE 16 WORKING CONDITIONS

The Contractor shall pay employees weekly and in full for the payroll period. Payment shall be made by negotiable check and within one (1) week following end of the payroll period. An employee who quits, is laid off or is discharged shall be paid in full. If the employee quits, he shall be paid at the time of the next succeeding weekly payroll payment date. If discharged or laid off, the employee shall be paid at the time of discharge or lay off. If, however, he is required to wait for his pay, he shall be paid for the time required to wait at the rate of the classification of work previously performed, not to exceed eight (8) hours per day.

However, the Employer and employee can mutually agree in writing that the reduction in force check can be mailed or picked up at the Employer's home office or field office. An employee who is discharged may receive his pay in full by mail, at the last known address, postmarked within twenty-four (24) hours of the termination (mail dated by postal meter not accepted), Saturdays, Sundays and holidays excepted, if the Employer and employee mutually agree.

When a driver, because of the nature of his work, is operating away from his assigned station or project, he shall be allowed actual subsistence.

## ARTICLE 17

### NO RESTRICTIONS

Elimination of Restrictions on Production. No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor saving devices.

## ARTICLE 18

### WAGE SCALE AND ZONES

(A) The classifications of employment and hourly wage scale shall be in accordance with Supplement "A" attached hereto. The wage rates, fringe benefit funds, Industry Advancement Program and Construction Advancement Program contribution rates established by this Agreement are minimum rates.

(B) Zones. Attached hereto as Supplement "D" of this Agreement is a map of the State of Colorado showing various areas identified as Zone 1 and various other areas identified as Zone 2. Commencing May 1, 1981 the differential between the rates of pay applicable to Zones 1 and 2 shall be fifty cents (\$0.50) per hour, so that for all such work performed in Zone 2, the rate of pay shall be fifty cents (\$0.50) higher than the wage rates for Zone 1 set forth in Supplement "A" of this Agreement.

In the event a Contractor's highway, tunnel or utility job or project extends lengthwise so that a part of the job or project is located within Zone 1 and part of the job or project is located in Zone 2, the applicable wage rate for the entire project shall be that set forth in the zone in which more than fifty percent (50%) of the length of the project lies. In the event a heavy engineering job or project of the Contractor lies partly in Zone 1 area and partly in Zone 2 area, the entire project shall be paid for at the same rate for the zone in which more than fifty percent (50%) of the dollar volume of such project work is performed as determined by the Owner or the awarding agency prior to bid.

## ARTICLE 19

### POSTING OF AGREEMENT

The Union and the Contractor, respectively, shall post in places where notices to employees and applicants for employment are customarily posted, a full and complete copy of this Agreement.

## ARTICLE 20

### EMPLOYEES

The employees covered by this Agreement shall be those employees covered by the following general job descriptions and the classifications of work listed in this Agreement.

1. Pick-up Truck Drivers:

Pick-up trucks generally are used for quick, light transportation jobs and for supervisory personnel transportation.

When pick-up trucks are used exclusively for supervisory transportation, including particularly, but not exclusively,



foremen and timekeepers, such supervisors shall be permitted to drive and use same for hauling their tools and/or crew only in connection with their duties incidental thereto.

2. Dump Truck Drivers:

The several classifications of dump trucks are normally loaded by some sort of power loading device such as power shovel, dragline, front end loader, bins, chutes, etc. Unloading of dump trucks normally is simply a matter of normal dumping operation.

When dump trucks are hand loaded and/or unloaded, it is the duty of the driver to assist in the loading and unloading operation.

3. Flat Rack, Semi-Flat Rack, Highboys and Service Truck Drivers:

Generally, drivers on these trucks are hauling and handling materials, supplies and equipment into, from and around construction projects. Normally the drivers on these trucks are expected to assist in loading and unloading or to supervise loading and unloading of this type of equipment.

4. Multi-Purpose Truck:

Trucks upon which specialty and/or hoisting equipment is mounted, when used principally for hauling operations, shall be manned by a Teamster. However, when such trucks are used principally for such specialty use or hoisting, the same shall be manned by an operating engineer. When the equipment is used under dual or combination conditions, the two locals will render to the Contractor a decision for each operation.

5. Warehousemen - Material Checkers, Clerks, Cardex Men, Expeditors:

On projects where warehouses and/or stock piling operations are used, warehousemen and material checkers handle this operation.

6. Greasers, Tire Men, Service Men, Battery Men, Washers:

Greasing and servicing of truck equipment, and general maintenance of truck units - greasing, tire changing, fueling, oil changing, battery work and washing of cars and trucks.

7. Truck Mechanics and Mechanics' Helpers:

General mechanical repairs and maintenance of truck equipment.

8. Truck, Warehouse and Truck Mechanic Foreman:

Employees who supervise or direct these operations.

9. Spotters, Dumpers and Truck Driver Helpers:

Spotters, dumpers and truck driver helpers, if and when used, shall be paid in accordance with the wage schedule herein.

10. Scalemen:

If and when used, a scaleman shall be paid in accordance with the wage scale herein. A scaleman who performs any functions excluded from the terms of this Agreement as described in Article 2, is exempt hereunder.

11. When a single axle water truck is used on parking lot crews, the Teamster assigned to that crew will assist with duties relative to the crew.

12. Mixed Crew Used on Patch Work:

Small machines such as bob cat or farm tractor (with front loader) used in conjunction with small patch jobs may be operated by a member of the crew.

## ARTICLE 21

### TRAINEES

The Contractor will be permitted to hire Teamsters as Trainees in Classification numbers (1) and (12). Trainees shall be paid 80% of the contract hourly rate for the first 120 calendar days of employment; and 90% of the contract hourly rate for the next 120 calendar days of employment; and shall then receive the contract hourly rate thereafter. Trainees shall receive all of the fringe benefits of the Agreement and are covered by all other terms, conditions and provisions of the Agreement.

## ARTICLE 22

### NEW INEXPERIENCED EMPLOYEES

1. When a Contractor requests the Union to refer for employment an employee experienced in a particular classification and the Union does not have available an experienced employee for such referral, then in that event, the Union may upon approval by the Contractor, refer to the Contractor a person inexperienced in such classification and such inexperienced person shall be paid twenty-five cents (\$0.25) per hour below such classification rate for the first thirty (30) calendar days from the date of employment.

2. If during the first shift of employment of any new employee referred by the Union, the Contractor determines that such employee is not sufficiently experienced to perform the work of the classification for which such employee was referred by the Union, then in such event, the Contractor either may (1) terminate the services of such employee and pay such employee only for his time actually worked, notwithstanding any other provisions of this Agreement to the contrary or (2) upon approval by the Union and such employee, retain such employee as an inexperienced employee and such inexperienced employee shall be paid twenty-five cents (\$0.25) per hour below such classification rate for the first thirty (30) calendar days from the date of employment.

## ARTICLE 23

### INSURANCE AND TAXES

The Contractor agrees to carry Workman's Compensation Insurance, State Unemployment Insurance, Social Security, and Old Age Benefit Taxes, as required by law.

## ARTICLE 24

### FRINGE BENEFITS

#### (A) HEALTH AND WELFARE

1. Heretofore, by a certain Agreement and Declaration of Trust entitled "Trust Agreement, Teamsters Construction Workers Local No. 13, Health and Welfare Trust Fund for Colorado" dated February 8, 1968, there was established the Teamsters Construction Workers Local No. 13 Health and Welfare Trust Fund for Colorado. This Fund, pursuant to the terms of said Trust Agreement, is now administered by a Board of Trustees composed of an equal number of Contractor representatives and an equal number of Union representatives. The Board of Trustees had adopted certain rules, regulations and eligibility standards for the purpose of providing and maintaining a health benefit program for employees covered by this Agreement and their families and dependents. The Board of Trustees, pursuant to the terms of said Agreement, reserves the right at any time to amend the aforesaid rules, regulations and eligibility standards. Certain insurance benefits have been purchased and said health benefit fund has been fully established, implemented and operated.

2. Each Contractor performing work covered by this

Agreement shall pay into said Teamsters Construction Workers Local No. 13, Health and Welfare Trust Fund for Colorado the sum per hour hereinafter designated in Supplement "B" of this Agreement on a straight time basis for each straight time hour worked and for each overtime hour worked by each employee covered by this Agreement to a limit of 1600 hours for which contributions will be made per year, per employee. Each year is defined as the period April 1 to March 31.

3. Throughout the effective term of this Agreement, each Contractor shall be bound by and shall fully comply with all terms and provisions of the aforesaid Trust Agreement and the aforesaid rules, regulations and eligibility standards now adopted by said Board of Trustees, together with any and all amendments, changes or additions thereto which at any time hereafter may be adopted.

4. Health Maintenance Organization. The contributing Contractor designates the Board of Trustees of said Health and Welfare Trust Fund to act on its behalf as its designate to offer the option of membership in a qualified Health Maintenance Organization (HMO) to the Contractor's eligible employees covered by this Collective Bargaining Agreement. In the event the Board of Trustees does offer the option, it shall pay no more than the true composite rate that it pays for non-HMO health benefits, and further, the offer of such option shall be subject to the approval of the Union.

(B) PENSION

1. Heretofore, pursuant to a certain Agreement and Declaration of Trust, there was established the Western Conference of Teamsters Pension Trust Fund, the purposes of which are to provide pension and retirement benefits for the benefit of employees covered by this Agreement and for the families and dependents of such employees. This Pension Trust Fund, pursuant to the term of said Trust Agreement as amended, now is administered by a Board of Trustees composed of an equal number of Employer representatives and an equal number of Union representatives. The Board of Trustees has adopted certain rules, regulations and eligibility standards for the purpose of providing and maintaining a pension and retirement program for certain employees of the Contractor and for the families and dependents of such employees.

The Board of Trustees, pursuant to the terms of said Trust Agreement, as amended, reserves the right at any time to further amend the aforesaid rules, regulations and eligibility standards. Said Pension Trust Fund now is fully established, implemented and operated.

2. In order that employees covered by this Agreement may participate in the benefits of said Pension Trust Fund, each Contractor performing work covered by this Agreement shall pay into said Pension Trust Fund the sums per hour hereinafter designated in Supplement "B" of this Agreement on straight time basis for each straight time hour worked and for each overtime hour worked by each employee covered by this Agreement.

Revised 07/01/98

3. Commencing 7/1/98 the employer shall contribute an additional \$.22 to the Western Conference of Teamsters Pension Trust Fund (WCTPTF) on the same basis as Article 24 of the 1997 Labor Agreement for the purpose of providing the Program for Enhanced Early Retirement (PEER) Peer 82; to the bargaining unit employees. Effective 7/1/98 based on all compensable hours, total contributions to the WCTPTF shall be the sum designated in supplement "B" plus 11.5% or \$2.10 based on current contributions. The contributions required to provide the PEER will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for PEER must at all times be 11.5% of the basic contribution and cannot be decreased or discontinued at any time.

4. Throughout the effective term of this Agreement, each Contractor shall be bound and shall fully comply with all terms and provisions of the aforesaid Trust Agreement and the aforesaid rules, regulations and eligibility standards now adopted by said Board of Trustees, together with any and all amendments, changes or additions thereto which at any time hereafter may be adopted.

(C) VACATION

1. Heretofore, on July 1, 1972, there were established by Agreement and Declaration of Trust a Vacation Trust Fund known as "Colorado Teamsters Construction Workers Local No. 13 Vacation Fund." The purpose of said Fund is to provide vacation benefits for Teamsters as therein provided and who are or may become

employed in any of the classification of work covered by this Agreement. The Vacation Fund, pursuant to the terms of said Agreement and Declaration of Trust, is administered by a Board of Trustees composed of an equal number of Contractor representatives and Union representatives. By said Agreement and Declaration of Trust, the Board of Trustees is authorized to adopt applicable rules, regulations and eligibility standards for the purpose of providing and maintaining said Vacation program. The Agreement and Declaration of Trust further reserves the right of the Board of Trustees at any time to further amend the aforesaid rules, regulations and eligibility standards.

2. In order that the employees covered by this Agreement may participate in the benefits of said Trust, each Contractor performing work covered by this Agreement shall pay into such Trust Fund the sum per hour hereinafter designated in Supplement "B" of this Agreement on a straight time basis for each straight time hour worked and for each overtime hour worked by each employee covered by this Agreement.

3. Throughout the effective term of this Agreement, each Contractor agrees to be bound by and to fully comply with all terms and provisions of the aforesaid Trust Agreement and the aforesaid rules, regulations and eligibility standards adopted by said Board of Trustees, together with any and all amendments, changes or additions thereto which at any time may be adopted.



## ARTICLE 25

### TRUST FUND DELINQUENCIES

(A) Throughout the effective term of this Agreement each Contractor performing work covered by this Agreement shall be bound by and shall fully comply with all terms and provisions of the Trust Agreements referred to in Article 24, Fringe Benefits, and shall comply fully with all rules, regulations and eligibility standards adopted by each of said Boards of Trustees, together with any and all further amendments, changes and additions to said Trust Agreements and/or to said rules, regulations and eligibility standards which at any time may be adopted by said respective Boards of Trustees.

(B) It is understood and agreed that each Contractor is required to report each straight time hour worked and each overtime hour worked to each employee and to pay contributions therefor into each of the aforesaid Trusts and that such reporting and payment applies to each and every employee of the Contractor who performs work in any of the classifications covered by this Agreement, regardless of whether or not such employee is or is not a member of the Union herein.

(C) Each of the aforesaid Trust Agreements provides that the Contractor shall timely file reports each month in such form as may be directed by the Trustees covering all full payroll periods ending during the preceding calendar month. Such reports are required to be filed each month even if the Contractor did not employ any employees covered by the classifications of this

Agreement during one or more particular months. If a Contractor has no employees covered by this Agreement, he may be relieved of filing monthly reports for good cause shown if requested in writing to one or more of said Boards of Trustees and if approval is given therefor. However, if at any time any Contractor who was so relieved of filing monthly reports again commences performance of work which involves the employment of employees covered by the classifications of this Agreement, such Contractor immediately shall so notify the respective Boards of Trustees and immediately shall commence filing applicable monthly reports therefor and shall commence the payment of all applicable contributions.

(D) Each of said Trust Agreements provides that if a Contractor fails to timely file his monthly report, such failure constitutes a violation of the Trust Agreement, and further that if a Contractor files the report but fails to pay the required contribution to the respective Funds as evidenced by such report, the same constitutes a violation of the Trust Agreement. Each such failure to timely file a report each month and/or each such failure to timely pay contributions each month constitute separate and distinct violations of the Trust Agreement.

For each such violation the aforesaid Trust Agreements provide for the imposition of liquidated damages, payment of interest, expenses of collection, court costs and attorney's fees arising from each such violation or delinquency.

(E) Each of said Trust Agreements provides that upon

reasonable request therefor and during regular working hours an accountant or other representative of the Board of Trustees shall be entitled to audit the books and records of the Contractor as may be necessary or applicable to determine that the reports and contributions as required by each of said Trust Agreements and applicable rules and regulations. Further, each of said Trust Agreements provides that from time to time with or without any prior record of delinquency or violation, an accountant or other representative or any such Board of Trustees shall be entitled upon reasonable request therefor and during working hours to examine the books and records of the Contractor as may be necessary or applicable to determine that the timely filing of reports and the timely payment of contributions have been and/or are being properly paid by the Contractor as required by each of said Trust Agreements and applicable rules and regulations.

(F) In the event there is any conflict between the terms and provisions of Paragraph B, C, D and E of this Article and the applicable Trust Agreements and/or applicable rules, regulations or eligibility standards adopted at any time by said respective Boards of Trustees during the effective term of this Agreement, the latter shall prevail.

(G) If any of said Boards of Trustees makes a determination that the Contractor is delinquent in timely furnishing reports in proper form or in timely making payment of contributions or in failing to comply with any of the provisions of the applicable Trust Agreement or with any rules, regulations or eligibility

requirements of such Trust, then in addition to the foregoing provisions of this Article, the Union thereafter may refuse to furnish any workmen or employees to such delinquent Contractor and/or may direct workmen or employees employed by such delinquent Contractor to cease working and/or may impose economic or other legal sanctions against such delinquent Contractor, and any such action by the Union shall not be deemed to be in violation of the no-strike or no-work-stoppage provisions set forth in Article 8 of this Agreement; provided, however, any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

#### ARTICLE 26

##### NEW EQUIPMENT

When new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties and rates must be established before such equipment or operations are placed in use or effect.

#### ARTICLE 27

##### SAVING CLAUSE

(A) The parties hereto agree that any provisions of this Agreement which now or hereafter may be in contravention of the

National Labor Relations Act, as amended, hereby are declared to be null and void.

(B) Should any clause or provision of this Agreement be declared or determined to be illegal, or in conflict with any national law, or federal regulation covering the business of the Contractor or the Union, or in conflict with any law or regulation of the State of Colorado covering the business of the Contractor or the Union, then in any such event, both parties agree that they shall meet immediately for the purpose of working out a clause or provision that shall be in complete compliance with such law or regulation.

#### ARTICLE 28

#### ENTIRE AGREEMENT

The Union, the Employer and the Contractor agree that this Agreement contains all of the agreements and understandings between the Employer, the Contractor and the Union and is intended to cover all matters affecting wages, hours and other terms and all conditions of employment. Further, the Union, the Employer and the Contractor agree that during the term of this Agreement neither the Employer, the Contractor nor the Union will be required to negotiate on any further matters affecting them or any other subject not specifically set forth in this Agreement.

**ARTICLE 29**

**EFFECTIVE DATE AND DURATION OF AGREEMENT**

This agreement shall become effective on July 1, 2002 and shall continue in force and effect thereafter through June 30, 2005, and yearly thereafter, unless either party serves notice in writing upon the other party of intent to change or terminate this Agreement. Changes in this Agreement shall be limited to those requests made in writing. Such notices shall not given not less then sixty (60) days or more than ninety (90) days prior to June 30, 2005, of any year thereafter, and upon such notice having been given by either party hereto unto the other, negotiations shall commence within fifteen (15) days from the date of receipt of such notice. This contract shall be opened for wages and fringe benefits contributions rates only on June 30, 2005 and Article 8© ceases to be in effect until agreement is reached.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so on this 20<sup>th</sup> of August 2002.

TEAMSTERS LOCAL UNION NO. 435

By Steve P. Vaum  
TITLE Secretary-Treasurer

DELHUR INDUSTRIES

By D. Z. Sample  
TITLE Treasurer

**Teamsters revised schedule "A"**

**Effective July 1, 2002 \$1.00 per hour increase**

**Effective July 1, 2003 \$0.80 per hour increase**

**Effective July 1, 2004 \$1.00 per hour increase**

**\*Teamster Foremen shall receive highest rate plus an additional \$.50 per hour.**

**Note: The amounts as shown above will be applied to wages unless the Union on or before June 1 of each year notifies the Company in writing that a portion of such amount be diverted to Employees hourly contribution for Pension and/or Vacation.**

**Teamsters revised schedule "B"  
Benefits**

**Health And Welfare:**

**Effective July 1, 2002 \$2.87 per hour to a minimum of 173 hours per month.  
Or a flat rate of \$496.51 per employee per month.**

**Effective July 1, 2003 rate to be determined by the Trustees of the fund.**

**Effective July 1, 2004 rate to be determined by the Trustees of the fund.**

**Note: The Employer shall provide for increases to the Health and Welfare fund as determined by the trustees of the fund during the life of this agreement.**

**SUPPLEMENT "C"**

A. Map of State of Colorado Showing areas of Zone 1 and Zone 2 attached.

B. Counties entirely within Zone 1:

Alamosa	Custer	Huerfano	Otero
Archuleta	Delta	Jefferson	Phillips
Bent	Denver	LaPlata	Prowers
Boulder	Douglas	Larimer	Pueblo
Chaffee	El Paso	Logan	Rio Grande
Clear Creek	Fremont	Mesa	Sedgwick
Conejos	Garfield	Montezuma	Teller
Costilla	Gilpin	Morgan	Weid
Crowley			

C. Counties entirely within Zone 2:

Baca	Jackson	Moffat	Saguache
Cheyenne	Kiowa	Ouray	San Juan
Dolores	Kit Carson	Park	San Miquel
Grand	Lake	Pitkin	Summit
Gunnison	Lincoln	Rio Blanco	Yuma
Hinsdale	Mineral	Boutt	

D. Legal description of the portions of Adams, Arapahoe, Eagle, Elbert, Las Animas, Montrose and Washington Counties, which are included within Zone 1, as follows:

All of Adams, Arapahoe, Elbert and Las Animas Counties lying West of the Township line between R59W and R60W of the 7th Guide Meridian West; and all of Eagle County lying west of the Township line between R80W and R81W of the 10th Guide Meridian West and all of Montrose County lying northerly of the North line of Ouray County and said North line extended West to the Township line between R11W and R12W, said Township line of the New Mexico Principal Meridian, and all of Washington County lying North of the 40° 0' 00" Latitude Base Line.

E. Legal description of the portions of Adams, Arapahoe, Eagle, Elbert, Las Animas, Montrose and Washington Counties, which are included within Zone 2, as follows:

All of Adams, Arapahoe, Elbert and Las Animas lying East of the Township line between R59W and R60W of the 7th Guide Meridian West, and all of Eagle County lying East of the Township line between R80W and R81W of the 9th Guide Meridian West and all of Montrose County except that part lying northerly of the North line of Ouray County and said North line extended West to the Township line between R11W and R12W, said point being East of said Township line of the New Mexico Principal Meridian, and all of Washington County lying South of the 40° 0' 00" Latitude Base Line.