

2023
SOUTHERN IDAHO MASTER LABOR AGREEMENT

PREAMBLE

This Agreement is entered into this 1st day of January, 2023, by and between WESTERN CONSTRUCTION, INC. hereinafter referred to as the Contractor, and the 5 BASIC CRAFTS and those unions signatory hereto, hereinafter referred to as the Union.

ARTICLE I. RECOGNITION

The Union is recognized as the sole bargaining agent for all journeymen, helpers and apprentice operating engineers, teamsters and laborers employed by the Contractor in the traditional craft jurisdictions of Operating Engineers Local 302, Laborers Local 155, and Teamsters Locals 983 and 483; BUT EXCLUDING office clerical employees, professional employees, permanent shop employees, master mechanics, timekeepers, clerks, messengers, guards and supervisors, as defined in the Act.

ARTICLE II. PURPOSE

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

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

ARTICLE III. TERRITORY

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

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

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

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

ARTICLE IV. WORK COVERED

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

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

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

SECTION 3. CUSTOM, MINING AND PROJECT AGREEMENTS. The provisions of this Agreement shall not apply to custom, mining or project agreement work. On such work the contractors and the unions agree to enter into negotiations for custom, mining or project agreements.

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

ARTICLE V. HOURS OF WORK-SHIFT-OVERTIME

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

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

SECTION 3. OVERTIME. All work performed in excess of forty (40) hours in the workweek and all work performed in any one day over twelve (12) hours shall be paid at one and one-half times the straight time hourly wage rate.

ARTICLE VI. HOLIDAYS

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

ARTICLE VII. SCHEDULES A, B AND C

SECTION 1. The classifications of employees, wage rates, effective dates, health and welfare, pensions, training and other fringe benefits, and other considerations of employment, plus the identities of the various local unions to which this Agreement applies, shall be provided in the separate Schedules A, B and C attached hereto and made a part of this Agreement.

SECTION 2. Western Construction, Inc. shall no longer make contributions to the Teamsters' vacation trust, and the hourly contributions made to such trust during the 2012 SIMLA will be added to the paychecks of the employees.

SECTION 3. The Contractors agree to deduct, upon receipt of a voluntary written authorization, funds from the earnings of each Employee, only as provided for in Schedule A of each craft, an amount certified by the union as the dues owed to the union by that Employee for work performed for the Contractor; provided that such agreement by the Contractor to deduct union dues is subject to termination by the Contractor at the beginning of each year upon mailing by the Contractor to the union by certified mail, return receipt requested, no later than 30 days before the end of the prior year, a written notice of termination. If such agreement to deduct union dues is terminated, it shall remain terminated for the remainder of this Agreement.

ARTICLE VIII. HEALTH AND SAFETY

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

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

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

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

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

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

ARTICLE IX. MANPOWER EMPLOYMENT PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Applicants who hold or attain credentials as journeymen and who have been employed by a contractor or contractors, party or parties to this Agreement in the area covered by this Agreement for an aggregate time of less than 500 hours, but 100 hours or more, shall be registered on the appropriate registration list of Group II.

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

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

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

The Contractor shall have the right to call for apprentices and trainees on a one (1) apprentice or trainee to five (5) journeymen ratio until Groups I, II and III are

exhausted. This provision shall not apply to the Laborers unions. The Contractor shall, in compliance with contract or bid award provisions, have the right to call for apprentices and trainees.

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

SECTION 6. MAINTENANCE OF REGISTRATION.

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

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

(c) Any workman who is unable to work in the construction industry because of extended illness or injury and who notifies the parties hereto of such inability to work within a reasonable time after the occurrence of such illness or injury, supported by satisfactory medical proof of illness or injury and capabilities to resume work, shall be registered in the same group he occupied immediately prior to the illness or injury providing he registers within thirty (30) days of being released for work by his physician.

SECTION 7. REFERRAL OF WORKMEN.

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

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

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

SECTION 8. EXCEPTIONS TO ORDER OF REFERRAL.

The referral procedure as contained herein shall be followed except:

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

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

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

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

SECTION 10. REJECTION OR TERMINATION.

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

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

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

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

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

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

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

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

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

ARTICLE X. SETTLEMENT OF DISPUTES

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

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

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

Step 3: If no settlement is reached under Step 2 above, the grievance shall be presented in writing by the aggrieved party to the authorized representative of the Contractor and the authorized representative of the Union. The written notice shall be

prepared by the aggrieved party and served on the other party in person or by regular mail. Such notice shall state the issue in dispute and shall specify that article or articles of the agreement involved. If the grievance is neither heard nor settled in this step within forty-eight (48) hours (Monday through Friday) after receipt of such written notice, either party may then request that the dispute be submitted to arbitration.

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

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

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

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

ARTICLE XI. NO STRIKE-NO LOCKOUT

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

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

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

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

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

ARTICLE XII. JURISDICTIONAL DISPUTES

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

ARTICLE XIII. REPORTING PAY

SECTION 1. ORIGINAL CALL. A workman who reports for work on Original Call at the time and place specified by the Contractor and who is ready to go to work and is not put to work shall be paid Reporting Pay of four (4) hours at the applicable straight time rate unless notified by the Contractor not to report to work or unless the workman has agreed at the time of dispatch to accept less than a full shift of employment on the day of reporting, in which case he shall be paid for actual hours of work performed.

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

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

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

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

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

ARTICLE XIV. EMERGENCY WORK ASSIGNMENT

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

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

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

ARTICLE XV. PAY DAY

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

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

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

ARTICLE XVI. JOB VISITS BY UNION REPRESENTATIVES

The authorized business representative of the Union shall be allowed to visit the job at any time during working hours. The Contractor will cooperate with the Union representatives to secure clearance or pass to government projects when and where

required. The business representative of the Union agrees that he will not interfere with the progress of work on the job.

ARTICLE XVII. JOB STEWARDS

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

ARTICLE XVIII. GENERAL WORKING CONDITIONS

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

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

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

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

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

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

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

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

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

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

SECTION 11. The Contractor may utilize no more than four (4) employees on any project to perform unlimited duties under any of the craft designations of this Agreement.

ARTICLE XIX. LUNCH PERIOD

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

ARTICLE XX. ZONED PAY

SECTION 1. There shall be three zones measured from the cities Boise, Twin Falls, Pocatello and Idaho Falls, for pay purposes relating to travel and lodging which are described as follows:

Zone 1. That area within thirty (30) miles of the U.S. Post Offices identified in SECTION 2 below shall be considered a free zone without any premium paid.

Zone 2. That area more than thirty (30) miles and up to sixty (60) miles from all the U.S. Post Offices identified in SECTION 2 below shall require a premium to be paid of \$30.00; so long as the employee has worked at least one-half (1/2) shift during the day per diem is to be paid.

Zone 3. That area more than sixty (60) miles from all the U.S. Post offices identified in SECTION 2 below shall require a premium to be paid of \$35.00; so long as the employee has worked at least one-half (1/2) shift during the day per diem is to be paid.

SECTION 2. The zones shall be measured from the U.S. Post Offices of the various cities located as follows: Boise, (304 N. 8th Street); Twin Falls, (253 2nd Ave. West); Pocatello, (Clark St.); and Idaho Falls, (875 North Capital Ave.).

SECTION 3. If a project is located in more than one zone, the lower per diem shall apply.

SECTION 4. An official map of the zones identified in this Agreement shall be prepared by an independent mapping service and shall be attached to this Agreement and kept on file in the offices of the Unions and the Contractors signatory hereto.

ARTICLE XXI. CARRY OVER CLAUSE

On jobs awarded on or after January 1, 2023, there shall be a twenty-four (24) month carryover of workers' wages and benefits as set forth in the owner's project contract document. That is the wages and benefits as set forth in the owner's contract documents which were in effect at the time the job was bid shall remain the same for a twenty-four (24) month period or the duration of the job, whichever is less.

In the event there is an increase in health and welfare or pension plan payments during the course of the carryover period, those increases may be made at the option of the particular union affected, but if those increases are made, the wages of the affected employees shall be reduced to the extent the Contractor payments into health and welfare and pension plans are increased. The union that opts to have such increase made shall notify the Contractors in writing of its option to do so.

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

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

ARTICLE XXII. EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The parties to this Agreement acknowledge and agree to comply with the requirements of federal and state laws, executive orders and other rules

and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of race, color, religion, sex, age, national origin or physical handicap.

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

ARTICLE XXIII. SAVINGS CLAUSE

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

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

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

ARTICLE XXIV. WARRANTY OF AUTHORITY

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

ARTICLE XXV. SUBCONTRACTORS

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

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

signatory to this Agreement does not subcontract all or part of any work which has normally been performed by the Unions signatory to this five craft agreement.

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

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

ARTICLE XXVI. UNION SECURITY

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

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

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

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

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

ARTICLE XXVII. COMPANY RULES

The union recognizes the right of the contractor to establish such reasonable rules as it may deem necessary provided such rules are not in conflict with the terms of this

Agreement. A copy of these rules, reduced to writing, shall be given to each employee and the union.

ARTICLE XXVIII. GENDER NEUTRAL PRONOUNS

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

ARTICLE XXIX. BENEFIT CONTRIBUTIONS

SECTION 1. The Unions shall determine what portion, if any, of the wage increases shall be made to the health and welfare and/or pension funds, unless otherwise agreed by the parties.

ARTICLE XXX. EFFECTIVE DATE AND DURATION

It is mutually agreed by the parties that this Agreement shall be in full force and in effect from January 1, 2023 to December 31, 2025.

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

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

ARTICLE XXXI. NO FURTHER AGREEMENTS

The Contractors shall not be required to execute any documents other than this Agreement without their express agreement to do so.

UNIONS' BARGAINING REPRESENTATIVE

5 Basic Crafts

By

Joe Perry

IUE Local 302 and President of
5 Basic Crafts

Jessica Prather

Teamsters Local 983

Eddie Sutton

Teamsters Local 483

DocuSigned by:

Dave Dillon

Dave Dillon

Laborers Local 155

CONTRACTORS

Western Construction, Inc.

By

Steven C. Heaton, President

3-2-2023