

AGREEMENT  
BETWEEN  
TEAMSTERS UNION  
LOCAL 481



And  
LA MESA LUMBER COMPANY

August 1, 2023— July 31, 2026

**AGREEMENT**

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**LA MESA LUMBER COMPANY**

**AND**

**TEAMSTERS LOCAL 481**

**AUGUST 1, 2023 – JULY 31, 2026**

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## **LA MESA LUMBER AGREEMENT 2023 – 2026**

Entered into this 1st day of August, 2023, by and between La Mesa Lumber Company, the undersigned Employer, hereinafter known as the Employer, and Local 481, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

### **Article 1 – Purpose**

The purpose of this agreement is to develop a working relationship between the Employer and the Union, in San Diego County, in which the rights of both parties are to be mutually recognized and respected, and to maintain harmonious relations and conditions of employment between the Employer and his employees on all production, handling, and maintenance work during the life of this agreement.

### **Article 2 – Union Security**

The Employer shall have entire freedom of selectivity in hiring under the provisions of this agreement. Neither the Employer nor the Union will discriminate against member or employee because of his or her age, race, color, creed, sex or national origin as specifically prohibited by applicable state and federal laws. No employee shall be discharged for any Union activity not interfering with the proper performance of his work or any other employee's work. The pronoun "he" shall be deemed to mean he or she, as the case may be.

Every employee covered by this agreement who is a member of the Union and in the employ of the Employer shall, as a condition of employment or continued employment, remain a member in good standing of the Union. Every other employee covered by this agreement shall be required, as a condition of employment or continued employment to apply for and become a member of the Union, and to maintain membership in good standing on or after the expiration of thirty-one (31) continuous or cumulative days of employment. For purpose of

this section, "good standing" shall be defined to mean employees who tender periodic dues, initiation and reinstatement fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to accept non-member employees into membership on the same terms and conditions generally applicable to other member employees.

Upon written notice from the Union of the failure on the part of any individual to complete membership in the Union or continue membership in the Union as required by this article, the employee shall be discharged on the fifth (5th) day from receipt of that notice and may be rehired as a new employee at the discretion of the Employer.

The Employer shall notify the Union of job vacancies before hiring new, additional or replacement employees before the vacancy is filled. The Employer may fill a vacancy from any source if the local Union is not able to supply qualified applicants for employment.

The employee shall, before going to work, obtain from the Union office a referral slip to the Employer. Said slip shall be given the employee immediately, or within one hour's time. The employee shall present the referral slip to the Employer or his representative upon reporting for work. The Employer or his representative shall notify the yard or shop steward of the new hire, giving his name, classification and date of hire.

### **Article 3 – Minimum Wage Scale**

Minimum Wage Scale for the Truck Driver Job Classification:

8/01/23
\$19.15

All employees earning more than the minimum rates shown above shall receive the following increases:

8/01/23	8/01/24	8/01/25
\$1.00	\$0.75	\$0.60

1. The Employer may hire new employees at up to \$1.00 per hour below the applicable minimum scale provided above as of the date of hire. Thereafter, the employee will receive a minimum increase of twenty-five cents (\$0.25) per hour upon completion of each of his first four (4) [three (3)-month] periods of continuous service with the Employer. After completion of the fourth (4<sup>th</sup>) [three (3)-month period] (i.e. after completion of one (1) year of continuous service with the Employer), that employee will receive minimum scale for the applicable classification.
2. When a lift truck is towed behind a truck, five cents (\$.05) per hour extra over rate for truck driver shall be paid.
3. Foreman shall receive forty-five cents (\$.45) per hour more than any employee working under their supervision.
4. The Company shall have the sole discretion in the appointment of Class A License Driver(s). Associates appointed as a Class A Driver shall receive a minimum of an additional dollar (\$1.00) per hour over the amount due under the wage scale shown above.

#### **Article 4 – Pay Period**

Employees will be paid at least four (4) times per month in fairly equal periods.

### **Article 5 – Uniforms**

The Employer will provide and maintain any uniform and personal protective equipment that the employee needs to perform their job or task.

Employees shall have the right to wear Teamsters Union buttons.

### **Article 6 – No Wage Rate Reduction**

- A. Employees who were paid in excess of the minimum rate as shown in Article 3 hereof will not have their minimum hourly rate reduced so long as they continue to work in the same job classification.
- B. The Employer will not establish piece work rates or quota setting or any subterfuge payments in lieu of hourly rates.

### **Article 7 – Steward Clause**

- A. The job steward shall be a working employee, selected by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours such of his steward's duties, as outlined in paragraph (b) of this article, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the performance of such duties as herein set forth. The Union shall notify the Employer, or his representative, in writing, of the appointment of the job steward, and the Employer, or his representative, prior to laying off or discharging the job steward for cause will meet with the representative of the Union servicing the particular job or project two (2) full working days prior to such intended layoff or discharge. If at that time, it is determined it is a justifiable layoff or discharge, the Employer, or his representative, will notify the Union, in writing, of these results. It is recognized by the Employer that the employee selected as job steward shall remain on the job, as long as there is work in a classification he is qualified to perform (i.e. the job steward shall be the last to be laid off in the event of a reduction in the work force). The job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this article. All new employees

shall report to the job steward if present on the job, before going to work.

B. To promote harmony between the Union and the individual Employer, the steward shall, without interrupting the progress of the job, shall be limited to, and shall not exceed, the following duties and activities:

1. Check the job referral of each employee dispatched under the terms of this agreement to the Employer.
2. Work with the Employer's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
3. Report to the Employer's designated representative any employee covered by this agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a job referral.
4. Report to the Employer's designated representative any work belonging to the employees under this contract being done by other men or by workmen of another craft; and, if any dispute arises, the steward may call his Union office and be given reasonable time off to do so.
5. Report to his business representative infractions of the agreement which have not been resolved between himself and the Employer's designated representative.
6. Report any reckless or unsafe employees covered by this agreement on the jobsite to the Employer's designated representative and his business representative.
7. In accident cases, the steward and the business agent will have full responsibility for carrying the matter to grievance procedure if any inquiry is requested.



8. The job steward shall not:
  - a. Stop the Employer's work for any reason.
  - b. Tell any workman or any employee covered by this agreement that he cannot work on the job. Infraction of either of these two (2) rules may be cause for immediate dismissal of the job steward without any prior notice.

#### **Article 8 – Discharge**

No employee shall be discharged or otherwise disciplined without just cause, which shall include, but not be limited to theft, insubordination, the use, possession or sale of drugs or alcohol, habitual absenteeism or the violation of company work and safety rules which are not inconsistent with the terms of this agreement.

#### **Article 9 – Seniority**

- A. In the matter of layoffs and recalls, the employee in each classification having the greatest seniority shall be the last employee laid off, provided the employees remaining have the skill and ability to efficiently and competently perform the remaining work without other training; and provided, further that no employee shall receive a promotion as the result of a layoff. Rehiring shall be performed in reverse order of layoffs.
- B. An employee's seniority shall be computed from the time of his employment by the Employer in any classification in Article 3 except that new employees shall be regarded as probationary until they have worked for the Employer an aggregate total of sixty (60) calendar days worked within any period of six (6) months from the first date of hire. During such probation period, any employee may be transferred, laid off, or terminated at the exclusive discretion of the Employer. When employees have completed the probationary period, they shall receive full seniority credit from the date of last hire.

C. An employee's seniority status may be terminated for the following reasons:

1. Any employee absent for three (3) consecutive work days or more without notification and furnishing a justifiable reason for such absence shall be considered to have voluntarily terminated his employment. Exceptional cases will be handled on their merit.
2. Failure to report to work, after having been laid off, within three (3) calendar days after the sending of a written notice or telegram from the Employer to the latest address on record with the Employer requesting him to do so. It is the employee's responsibility to keep the Employer advised of any change in the employee's address.

D. Discharge for proper cause.

1. If he resigns or quits.
2. When the employee in question has not worked as an active regular employee of the Employer for a period of nine (9) months. This includes employees (who are not probationary) that were absent due to an industrial injury received at the Employer.

#### **Article 10 – Straight and Overtime Work**

- A. Eight (8) hours, exclusive of a meal period, shall constitute a regular work day to be worked between the hours of 6:00 a.m. and 6:00 p.m.
- B. Forty (40) hours shall constitute a regular work week to be worked from Monday through Saturday, inclusive. Employees asked to work a Saturday as one of their regular work days will be scheduled for two consecutive days off unless the company is prevented from doing so by unforeseeable customer demands or production needs.
- C. All time worked in excess of eight (8) hours during a work day or forty (40) hours during a work week shall be considered as overtime and shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay as shown in Article 3 hereof.

- D. All time worked on the docks between the hours of midnight and 7:00 a.m. shall be paid at time and one-half (1-1/2).
- E. All time worked on Sunday shall be paid for at the rate of double time the regular rate of pay, with the exception of inventory only, which shall be time and one-half (1-1/2).
- F. There shall be no split shifts.

#### **Article 11 – General**

- A. Employees are not to work more than five (5) hours without a meal period. The meal period shall be between the hours of 11:00 a.m. and 1:00 p.m. The meal period is not to exceed one (1) hour.
- B. Employees are to return to work the following regular work day unless otherwise instructed to the contrary and shall be considered as ordered to work if not notified the night before, weather permitting.
- C. A minimum of four (4) hours pay will be paid whenever men are ordered to work, whether the job lasts four (4) hours or not, weather permitting.
- D. If more than five (5) hours are worked in any one day on the morning shift or after regular lunch period, the employee shall receive not less than a full day's pay, weather permitting.
- E. On days other than Sundays and holidays when a driver works four (4) hours or less, he will receive four (4) hours pay, weather permitting. When the total time worked exceeds four (4) hours but does not exceed five (5) hours, he will be paid for the hours worked. However, if the time worked exceeds five (5) hours but does not exceed eight (8) hours, he will be paid for eight (8) hours, weather permitting.

- F. If an employee elects to leave work or due to conditions beyond the Employer's control, work cannot be performed (i.e. mechanical breakdown, power failure, etc.) the employee will be paid for the hours worked at the regular hourly wage for the work performed.
- G. Any new employee who, on his first day of employment, is found to be unqualified for the position for which he has been employed, may be discharged without the minimum four (4) hours work or pay.
- H. Any employee who is found to be unfit to perform the duties for which he has been employed may be discharged without four (4) hours work or pay.
- I. When trucks are being loaded in the yard a truck driver shall be present at all times to move and expedite trucks whenever possible.
- J. Employers agree to make every effort to give twenty-four (24) hour notice prior to Saturday work assignments.
- K. Employees shall not be required to violate any existing laws.
- L. Every Employer of labor in this state shall, without making a charge therefore, provide fresh and pure drinking water to his employees during working hours. Access to such drinking water shall be permitted at reasonable and convenient times and places. Any violation of this paragraph is punishable for each offense by a fine or not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100.00) or by imprisonment for not more than thirty (30) days, or both such fine and imprisonment.
- M. Employer who requires, as a condition of employment, that an employee have a driver's license shall pay the cost of any physical examination of the employee which may be required for issuance of such license. The Employer reserves the right to approve the examining physician.
- N. Employees injured on the job will not suffer a loss of wages due to necessary visits to the doctor or hospital for examination or treatment

during working hours on the day of the injury. If the employee is unable to return to work, confirmation of same may be required by the Employer before payment is made.

#### **Article 12 – Regular Run and Expenses**

- A. Drivers assigned to a regular run will start and finish from the same garage.
- B. When a driver is held overnight, away from home, he will be allowed a reasonable amount for expenses, covering meals and lodging, upon proper receipt presented.

#### **Article 13 – Safety and Health**

- A. In keeping with state and federal laws, the Employer will make reasonable provisions for the safety and health of its employees during working hours. Employees will use every precaution, especially when driving vehicles in and around the Employer's premises, in order to protect themselves and others from accidents and injuries.
- B. Employees are requested to point out hazardous conditions and present suggestions to correct these conditions so as to make the job safer for all employees. To this end, the Employer will provide a safety form upon which an employee may note any safety item the employee desires to bring to the attention of the Employer.
- C. As part of the Employer's overall safety program, employees upon request, at the Employer's expense, and on Employer time, shall take a complete physical examination to ensure that they are physically fit to perform their assigned work without the probability of injury to themselves or others.

#### **Article 14 – Strikes, Lockouts, Jurisdictional Disputes**

- A. It is the purpose and intent of the parties signatory hereto that all grievances or disputes arising between them over the interpretation or application of the terms of this agreement shall be settled by the

procedure set forth in Article 15 hereof, and that during the term of this agreement, the Union shall not call or engage in, sanction or assist in a strike against the Employer, or any slow-down or stoppage, and the Union will require its members to perform their services for the Employer when required by said Employers to do so; and during the term of this agreement, the Employer shall not cause or permit any lockout of the members of the Union.

- B. Nothing in this agreement shall require the Union or members thereof to cross a picket line established in connection with a labor dispute involving the Employer by a Union or Unions which have been duly sanctioned by the Teamsters Joint Council No. 42, and/or Teamsters Local #481 at the site of a customer or supplier.
- C. The Union guarantees, during the term hereof, that there shall be no strikes, slowdowns or work stoppages occasioned by jurisdictional disputes, and that all workmen covered by this agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations without regard to past, present or future disputes based on jurisdictional claims.
- D. Jurisdictional disputes involving the Teamsters will be settled in the following manner: if a jurisdictional dispute arises, it shall first be submitted to the local business agent of the crafts involved for settlement, and, if no understanding or agreement is reached within forty-eight (48) hours, it will be referred to the International Unions involved for settlement. The International Unions agree to meet within forty-eight (48) hours to settle the dispute and if no agreement is reached on this level within five (5) days, the parties to the dispute may extend the period for settlement to another fixed date, mutually agreed upon. If settlement is not effected by such date, the dispute shall be submitted to the grievance procedure of this agreement. Pending such settlement, the craft performing the work at the time the dispute arises will continue in such capacity until settlement is reached as above, provided it being agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute. Existing international jurisdictional agreement shall be respected by all parties. Any agreements between disputing parties must be made in writing to

the Employers before a change in assignment is made. Expenses will be shared by the disputing parties.

- E. Nothing contained in this agreement or any part thereof, or in this Article 14 or any part thereof, shall affect or apply to the Union signatory hereto, or on whose behalf this agreement is executed, or any of them in any action they may take against any Employer who has failed, neglected or refused to comply with or execute any settlement or decision reached through arbitration under the terms of Article 15 hereof.

#### **Article 15 – Procedure for Settlement of Grievances and Disputes**

- A. Any grievance not presented or carried forward within the time limits prescribed herein shall be deemed null and void unless the time limits are extended in writing by mutual consent.
- B. Any employee who believes he has a grievance may present it orally to his immediate supervisor. No grievance shall be considered unless presented to the foreman within three (3) days of the occurrence of the incident or incidents giving rise to the grievance.
- C. If the grievance is not settled by the foregoing, the employee will reduce his grievance to writing and the steward will present it to and discuss it with the manager or other Employer designee for the location involved within six (6) days of the occurrence of the incident or incidents causing the grievance.
- D. If the grievance is not resolved by the foregoing, the Union business representative will meet the Employer's president or his designee within ten (10) days of the occurrence of the incident or incidents causing the grievance, and will attempt to resolve the grievance. If the Union wishes to process the grievance further, it shall so notify the personnel director in writing and request that the grievance be taken to the joint board of adjustment. The joint board of adjustment shall hear the grievance no later than thirty (30) days from the occurrence of the incident or incidents causing the grievance.

- E. The joint board of adjustment shall be composed of two representatives selected by the Employer and two by the Union. The two Employer representatives must not be individuals who are regularly employed by the Employer. Similarly, the two Union representatives must not be employed by or be members of Teamsters Local #481. A majority vote of the members of the board shall be final and binding upon the parties. Any grievance not resolved by the joint board of adjustment may be taken to arbitration.
- F. The demand for arbitration must be made in writing to the Employer within thirty (30) days from the day that the joint board of adjustment renders its decision. Either party may request the Federal Mediation & Conciliation Service to provide a list of seven (7) arbitrators from which one will be selected. The arbitrator shall not have the right to add to, subtract from, nor modify any of the terms of this agreement, nor have the power to determine whether an issue is arbitrable. The decision of the arbitrator shall be final and binding upon the Employer, Union and grievant. The expense of the arbitrator shall be borne equally by the parties of this agreement.
- G. For a grievance to be arbitrable under this article, it must be in writing, signed by the employee affected, cite the specific sections of the agreement that were allegedly violated, and state the desired remedy sought.
- H. The business representative shall have access to the Employer's shops, yards and mills during working hours only after having first obtained permission from the branch manager or, only in his absence, his designated representative. Such permission shall not be unreasonably denied. The Union agrees that there shall be no interference with the work of any employee without the permission of the location manager or his designated representative.



## **Article 16 – Holidays**

A. The following days will be classified as paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- \*Floating Day

\*Floating Day to be used by employees at any time of the year, after giving proper notice.

No work is to be done on these holidays except in extreme emergencies.

B. When a holiday falls on Saturday, the employee shall receive an additional eight (8) hours' pay if not worked.

C. When a holiday falls on Sunday, the following Monday will be so observed.

D. An employee shall be on the payroll of the Employer for sixty (60) calendar days to establish eligibility provided the employee has worked the regularly scheduled work day immediately before and after the holiday unless the employee is absent because of a bona-fide illness or is excused by the Employer. The Employer may require an employee to provide satisfactory proof of illness.

E. An employee shall lose his eligibility for paid holiday after a layoff of thirty (30) calendar days.

- F. Holiday pay shall consist of eight (8) hours pay at the straight time rate.
- G. Any work performed on these days shall be paid for at the rate of two (2) times the regular rate in addition to the holiday pay as set forth in paragraph (F), for New Year's Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.
- H. Anyone who works the following holidays shall receive time and one-half (1 1/2) their hourly wage rate, in addition to the 8-hour holiday pay.
- President's Day
  - Memorial Day
  - Fourth of July
  - Veteran's Day
  - Friday after Thanksgiving
- I. Any eligible employee shall receive one (1) paid holiday that falls during the period of time he is sick, injured, or on vacation providing sickness or injury does not exceed two (2) weeks prior to the holiday date. Proof of such sickness or injury may be required by the Employer.
- J. Any employee entitled to a paid holiday and laid off within twenty-one (21) calendar days of the paid holiday shall receive pay for same.

### **Article 17 – Vacations**

All employees doing work under the terms of this agreement shall be entitled to a vacation with pay, subject to the following terms and conditions:

- A. Each employee shall receive one week vacation with pay after one (1) year of service with the Employer, two (2) weeks' vacation with pay after two years of service with the Employer, three (3) weeks' vacation with pay after seven (7) years of service and four (4)

weeks' vacation with pay after fifteen (15) years of service with the Employer.

- B. Each employee shall be considered as having a year's continuous service and a year's eligibility for vacation for each completed year, starting from the date of his employment, in which he has worked at least thirteen hundred (1300) straight time hours for the Employer.
- C. Vacations shall be annual and shall be taken during any week in the calendar year immediately succeeding the year in which eligibility was established, at a time mutually agreeable to the Employer and employee.
- D. Promptly after January 1st, of each year, each employee who has reason to believe that he will be entitled to a vacation, shall notify the Employer in writing, specifying the vacation time he desires. Prior to April 1, the Employer shall post a vacation schedule on the bulletin board. So far as possible, vacations shall be granted at the time specified by the employee. In cases of conflict, the employee shall be given preference of choice according to seniority.
- E. Vacation pay shall be paid at the employee's straight time rate of pay in effect at the time the employee takes their vacation.
- F. Vacation pay shall be made prior to the beginning of the vacation period.
- G. A holiday occurring during an employees' vacation shall not be counted as a vacation day, and the employee may, in that case, and at his option, absent himself for one additional day. In no event, however, will his course of action under these conditions subtract from or add to the number of hours at straight time vacation pay to which he is entitled.
- H. No agreed upon vacation period will be changed without thirty (30) calendar days' advance notification. If an agreed upon vacation period is changed in accordance with this paragraph, the employee

shall have the option of either agreeing to a new period or requesting pay in lieu of vacation. If the employee requests pay in lieu of vacation in accordance with this paragraph, such money will be paid on the next regular pay day.

- I. Any employee whose service is terminated or ceases to work for the Employer shall, from day of hire, receive a pro rata vacation, provided he has averaged at least one hundred ten (110) straight time hours per month. He shall receive pro rata vacation pay on the basis of the one twelfth (1/12) the vacation pay he would have been otherwise entitled to in accordance with the foregoing vacation plan, for each month of employment with the Employer. This shall not exceed the number of hours' vacation pay he would have received had he become eligible for full vacation benefits. At the time of leaving, vacation pay or pro rata vacation pay shall be paid on the following scheduled pay day. To be eligible for pro rata vacation, however, the employee must have completed one (1) year of continuous service with the Employer. Accordingly, any employee who quits or is terminated prior to the completion of his first year of continuous service with the Employer shall be entitled to no vacation whatsoever.
- J. Any employee laid off through reduction of force or any other reason beyond the employee's control and re-employed within ninety (90) days, shall be considered as having been continuously employed and accumulated straight time hours worked at the rate of eight (8) hours for each working day during such layoff as regards vacation rights.
- K. Any employee who has once established a vacation with the Employer shall not lose his vacation rights until layoff beyond nine (9) months.

#### **Article 18 – Sick Leave**

- A. Effective 08/01/2017 and each successive August 1<sup>st</sup> of this Agreement, employees will be entitled to five (5) days of paid "sick leave" (four (4) days designated sick leave and one (1) personal day

which can be used as a paid sick day). Sick leave pay is to be paid at the request of the employee during the (August 1 – July 31) year as it is needed, and any unused sick leave balance, will be paid on the last pay period preceding the contract renewal date of August 1<sup>st</sup>.

- B. All employees hired after the ratification of this Agreement, will accrue on a pro-rata basis and be able to use paid sick leave at the rate of up to five (5) paid sick days per contract year four (4) days designated sick leave and one (1) personal day which can be used as a paid sick day in compliance with the San Diego Earned Sick Leave and Minimum Wage Ordinance. This accrual shall commence with the date of hire and run through the end of the employee's first contract year (July 31). Thereafter, each new employee will be treated the same as all other employees for each succeeding August 1 - July 31 contract year.
- C. All employees shall also be eligible for the payment of any unused sick leave balance they have on the last pay period preceding the contract anniversary date of their first partial contract year. All pay for this benefit is to be paid at the current rate of the employee at the time of the request.

#### **Article 19 – Health and Welfare Benefits**

Effective for all compensable hours beginning August 1, 2023, Health and Welfare coverage shall be provided under the San Diego County Teamsters Employers Insurance Trust Fund for the purpose of providing tiered coverage (single, employee plus spouse, employee plus child(ren), family) to provide Life (standard \$2500), Hospital and Medical Plan E, Dental Plan 2, Prescription Drug Plan AC and Vision benefits for all eligible employees and their dependents. Said Trust Fund to be administered by the board of trustees on which employees and employers are equally represented.

The Employer will contribute on behalf of each and every employee for each month in which they have worked a/o been compensated for a minimum of eighty (80) hours.

The parties hereto agree to accept and execute such Acceptance of Trust documents as may be required and payments shall be made in accordance with the provisions established by the Joint Board of Trustees.

The Company agrees to full maintenance of benefits for the life of this Agreement.

#### **Article 20 – Bereavement**

All employees who have completed one (1) year of continuous service may be granted leave with pay not to exceed three (3) days for the purpose of attending a funeral, making arrangements therefore, or taking care of other matters related to the death of a member of an employee's family. Such leave should be requested and will be granted in relation to the leave time actually required. For purposes of this Article, immediate family shall consist of a spouse, registered domestic partner, father, mother, grandparents, current mother-in-law, current father-in-law, stepparents, stepchildren, grandchildren, brother, sister, son or daughter. Verification of death may be required.

#### **Article 21 – Retirement Fund Contribution**

- A. The Employer agrees to continue to make basic contributions in the amount of one dollar and forty-five cents (\$1.45) per hour and twenty-four cents (\$.24) per hour to provide the program for enhanced early retirement, peer/80, for a total contribution rate of one dollar (\$1.69) sixty-nine cents per hour. The total monthly contribution will be two hundred ninety-two dollars and ninety-three cents (\$292.93), for each employee covered by this agreement working or paid for seventy (70) straight time hours or more per month to the Western Conference of Teamsters Pension Plan. Effective January 1, 2021, basic contributions shall be one dollar and sixty cents (\$1.60), and twenty-six cents (\$.26) per hour to provide the program for enhanced early retirement, peer/80, for a total contribution rate of one dollar and eighty-six cents (\$1.86) per hour. The total monthly contribution will be three hundred twenty-two dollars and ninety-three cents (\$322.93), for each employee

covered by this agreement working or paid for seventy (70) straight time hours or more per month to the Western Conference of Teamsters Pension Plan. Effective for all compensable hours on or after August 1, 2023, basic contributions shall be one dollar and eighty-one cents (\$1.81), and thirty cents (\$.30) per hour to provide the program for enhanced early retirement, peer/80, for a total contribution rate of two dollars and eleven cents (\$2.11) per hour. The total monthly contribution will be three hundred sixty-five dollars and seventy-three cents (\$365.73), for each employee covered by this agreement working or paid for seventy (70) straight time hours or more per month to the Western Conference of Teamsters Pension Plan.

- B. For employees working less than seventy (70) straight time hours per month, the Employer agrees to make contributions in the amount of one dollar sixty-nine cents (\$1.69) (one dollar eighty-six cents (\$1.86) effective January 1, 2021, two dollars and eleven cents (\$2.11) effective for all compensable hours on or after August 1, 2023) per hour for each straight time hour worked or paid to said employee covered by this agreement. In no case shall the monthly contribution per employee exceed two hundred ninety-two dollars and ninety-three cents (\$292.93) (three hundred twenty-two dollars and ninety-three cents (\$322.93) effective January 1, 2021, three hundred sixty-five dollars and seventy-three cents (\$365.73) for all compensable hours on or after August 1, 2023).
- C. The contributions required to provide the program for enhanced early retirement will not be taken into consideration for benefit accrual purposes under the plan. The additional contribution for peer must at all times be sixteen point five (16.5%) percent of the basic contribution and cannot be decreased or discontinued at any time; provided, however, that the Employer retains the right to terminate their pension contribution obligations by either terminating bargaining unit business operations and/or ceasing participation in the Western Conference of Teamsters Pension Trust Fund.

- D. The parties agree that because the trustees of the fund will rely on the execution of this agreement to not reduce benefits to retiring employees as indicated above, this section shall survive the terms of this agreement and it may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the trustees.
- E. The Employer and the Union agree to execute the necessary trust documents required by the trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such trust. The Employer hereby accepts, ratifies and becomes bound by the terms of that certain agreement and declaration of trust executed April 26, 1955, as amended the same as though he were signatory thereto.

#### **Article 22 – Saving Clause**

Should any part hereof or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such part or portion of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

#### **Article 23 – Truck Driver Insurability**

In the event the Employer's casualty carrier should refuse to insure any employee covered by this agreement because of his driving record as a truck driver, the employee shall be laid off until such time as the employee once again becomes insurable. If the latter occurs, the Employers and the Union will make every effort to get the carrier to reverse its decision and/or to provide insurance at an additional premium, in which event the employee shall pay the cost of the increased premium if he wishes to be re-employed as a driver. During such period of layoff, the employee shall not accrue seniority for any purposes, but shall not forfeit seniority which accrued prior to layoff. In the event an employee is refused insurance coverage, he shall be notified in writing with a copy to the Union.



#### Article 24 – Duration and Termination

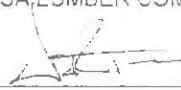
The foregoing wage scales and terms and conditions of employment shall remain in full force and effect from 12:01 a.m. August 1, 2023 until midnight July 31, 2026, provided however, that it shall be subject to change, modification or termination, after the above period by either party serving upon the other party sixty (60) days' notice in writing, prior to the expiration date. In case no such notice is given in writing, the foregoing wage scales and working conditions shall remain in full force and effect from year to year thereafter until such notice is given in a timely manner. After notice is served by either party, negotiations shall commence not later than thirty (30) days after said notice has been received.

In witness, whereof, the parties hereto have affixed their signatures to execute this agreement, and do hereby acknowledge receiving a copy of this agreement.

UNION:  
TEAMSTERS LOCAL NO. 461

EMPLOYER:  
LA MESA LUMBER COMPANY

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Wes R. Troy

Title: \_\_\_\_\_

Title: General Manager

Date: \_\_\_\_\_

Date: 8/11/2023