

TEAMSTERS

13 pgs.

JOINT AGREEMENT

Between THE BUILDERS' ASSOCIATION, hereinafter referred to as the "Association", and LOCAL UNION NO. 541, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

**ARTICLE I
DECLARATION OF PRINCIPLES**

That there shall be no limitation as to the amount of work a man shall perform during his working day.

That there shall be no restriction in the use of machinery or tools.

That no person shall have the right to interfere with workmen during working hours.

That the foreman shall be selected by and be the agent of the employer.

That all workmen are at liberty to work for whomsoever they see fit.

That all employers are at liberty to employ whomsoever they see fit.

**ARTICLE II
UNION SECURITY**

It shall be a condition of employment that all employees of any member of the Association covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirtieth day, and in the case of construction site employees on and after the seventh day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees of any member of the Association covered by this Agreement hired by such member of the Association on or after its effective date shall, on or after the thirtieth day, and in the case of construction site employees on and after the seventh day, following the beginning of such employment become and remain members in good standing in the Union.

The employer shall not be required to discharge any employee for non-compliance with the foregoing until he receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the employer and hold the employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is contrary to state or federal law and the remainder of the Agreement shall remain in full force and effect.

**ARTICLE III
JURISDICTION OF AGREEMENT**

The jurisdiction of this Agreement shall extend to and include the counties of Bates, Cass Clay, Henry, Jackson, Johnson, Lafayette, Platte and Ray in Missouri, and Johnson, Leavenworth Miami and Wyandotte in Kansas.

This Agreement covers and applies to all work in the established jurisdiction of the Union.

**ARTICLE IV
JURISDICTION OF WORK**

The Association agrees to recognize, and does hereby recognize, the Union, its duly recognized agents, representatives or successors, as the exclusive bargaining agent for all employees of the employer as herein defined, who are employed by the employer in its establishments or sites of work located within the jurisdiction of this Agreement, including delivery of materials to and from all job sites.

Where a jurisdictional dispute involves the Union and a union affiliated with the Building and Construction Trades Department, AFL-CIO, it shall be referred to the international presidents of the two unions for determination and the work shall proceed as assigned by the employer until such determination by the international presidents has been confirmed to the disputing union.

The Union and the employer agree that there shall be no strikes, lockouts, or interruption of the disputed work over jurisdictional disputes.

**ARTICLE V
WAGES**

It is hereby agreed that the job classifications and the wages covering same are as follows:
(Includes Supplemental dues of \$.75.)

| Classification | | Base Rate of Pay Per Hour Effective 4-1-03 |
|----------------|---|---|
| Group I | Warehouseman & Stock Men | \$24.29 |
| | Dump Truck Drivers (under 10 yds.) | 24.29 |
| | Flat Bed Truck Drivers | 24.29 |
| | Pick-up Truck Drivers | 24.29 |
| | Dump Truck Drivers (10 yds. and over) | 24.29 |
| | Transit Mix (Redi-Mix) (5 yds. and above) | 24.29 |
| | Semi-Truck Driver | 24.29 |
| | Steel Truck Driver | 24.29 |
| | Distributor Truck Driver & Operator | 24.29 |
| | Oiler, Greaser & Mechanic Helpers | 24.29 |
| Group II | Double Bottom Units (20-ton and over) | 24.49 |
| | Fork Trucks | 24.49 |
| | Heavy Excavating (Dumpsters, Euclids, etc.) | 24.49 |
| | Heavy Hauling, A-Frame & Winch Trucks | 24.49 |
| | Hydraulically Operated Aerial Lift | 24.49 |
| | Hydro Lift Trucks | 24.49 |
| | Straddle Trucks | 24.49 |

| | | |
|-----------|---|-------|
| | Wheel Tractors (when used for towing) | 24.49 |
| | Articulated Dump Truck | 24.49 |
| Group III | Mechanics (Wage rate includes 10% Tool Allowance) | 24.69 |
| Group IV | Truck Driver Foreman or Pusher | 24.86 |

HELPERS

RATE OF DRIVER THEY HELP

In accordance with Section 6 of Article VII, Supplemental Dues/Service Fees of seventy-five cents (\$.75) per hour is included in all wage rates and shall be included in the computation of overtime.

Increases of One Dollar and thirty cents (\$1.30) per hour effective April 1, 2004 and One Dollar and twenty-five cents (\$1.25) per hour effective April 1, 2005, and One Dollar and twenty cents (\$1.20) per hour effective April 1, 2006, shall be added to wages, or at the option of the Union shall be applied wholly or in part to existing fringe benefit funds by written notice to the Association at least thirty (30) days prior to April 1, 2004 or April 1, 2005 or April 1, 2006.

Wage rates for employees engaged in warehousing, storing, stockpiling, shipping, receiving, and other related work operations with respect to building materials and supplies at a permanent yard, warehouse or place of business and who do not make outside deliveries or perform work at a construction job site are as follows:

| Classification | Base Rate of Pay Per Hour Effective 4/1/03 |
|-----------------------|---|
| Warehouseman - Supply | \$23.29 |
| Fork Lift - Supply | 23.49 |

(The above rates for "Supply" are \$1.00 below construction Warehousemen and Fork Lift rates.)

Any new equipment which is introduced to the industry shall have a rate established for that new equipment through negotiations by the parties.

It is hereby agreed that Oilers, Greasers and Mechanics Helpers shall furnish their own hand tools.

Employees classified as mechanics have received an additional ten cents (10¢) per hour tool allowance which has been included in wages as shown in this Article V.

Foreman or Pusher where now employed shall not be interfered with, however, when not now employed it shall be at the option of the employer whether or not a Foreman or Pusher shall be employed. (This does not apply to Heavy Hauling and A-Frame Truck Drivers.)

**ARTICLE VI
WORKING RULES**

1. Eight (8) hours shall constitute a day's work, and five (5) consecutive eight (8) hour days shall constitute a week's work, Monday through Friday. Time and one-half the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week.

Starting time shall be between the hours of 6:00 A.M. and 9:00 A.M. All work over 8 hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 P.M., whichever comes first, shall be paid for at the time and one-half rate. Any employee called to work anytime after 9:00 A.M. will be paid from 9:00 A.M., except that if the job site employees are starting work at 9:00 A.M. the Teamster may also start at 9:00 A.M.

There may be an eight (8) hour day different from paragraph one above in special circumstances or where valid reasons exist which preclude the normal eight hour day at straight time rate of pay. Prior notice to the Union is required in such instances.

Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 P.M. and end at 12:30 A.M. with one-half (1/2) hour for lunch between 7:30 P.M. and 9:00 P.M. and shall receive eight (8) hours' pay. The third shift shall begin at 12:30 A.M. and end at 8:00 A.M. with one-half (1/2) hour for lunch between 3:30 A.M. and 5:00 A.M. and shall receive eight (8) hours' pay.

An employer, at his option, may elect to work four 10 hour days, Monday through Thursday, at straight time. All such work must be at least one week in duration. All work over 10 hours in one day or 40 hours in a week shall be at the overtime rate.

Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted (regardless of seniority) to work on Saturday (Friday if working 4-10's) as a Make Up Day at the straight time rate of pay. Any such employee shall have the option to refuse any such Saturday (/Friday) work. In the event all employees refuse such Saturday work then such work may be assigned on a compulsory basis in reverse order of seniority.

- Lunch period shall be completed by 1:30 P.M.

When an employee is required to work on any holiday set forth below he shall receive the double time rate for all time that the employee is required to perform work. Holidays are New Year's Day, Decoration day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. When any of these holidays fall on Saturday the preceding Friday shall be observed. When such holidays fall on Sunday the following Monday shall be observed.

2. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double time on single shifts. Shift work may be performed by permission of the Local Union office only. On multiple shift work, double time shall start at 8:00 A.M. Sunday and end at 8:00 A.M. Monday.

3. Employees are to be allowed one-half (1/2) hour for supper with pay at contractual overtime rate if they work two (2) hours overtime after the end of their regular work day and if they are to continue to work after this supper period. In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime, provided they are to continue working after such additional mealtime.

Where possible employees shall arrange to eat alternately to permit work to proceed continuously but this shall not be construed to deprive an employee of mealtime privilege and payment.

4. No work shall be performed on Labor Day except to save life and property.

5. There is to be one (1) hour show-up time for an employee called to work; four (4) hours to be paid if the employee is put to work, unless prevented from working four hours due to weather.

6. Seniority shall prevail at all times based upon length of service and qualifications. The employees on the job with the most seniority shall be given preference for all work, providing, however, that said senior employee is both available and qualified for work.

A new employee shall be considered to be a probationary employee until such new employee has worked for the company for thirty (30) working days. However, at the end of the probationary period, the employee will go on the seniority rolls and this employee's seniority will revert back to the first day of the employee's employment. When an employee is on lay-off for a continuous period of one (1) year, then all the employee's seniority with that particular employer terminates.

In the event an employee's work performance is judged by the Employer to be repeatedly substandard and non-acceptable, the employee shall be subject to progressive discipline citations by the Employer.

Upon occasion of the first citation to an employee for substandard work performance, the Employer will issue a verbal reprimand to the employee documenting grounds for the reprimand with copy to the Local Union office.

Continued substandard work performance by the employee will result in the following action by the Employer:

- | | |
|-----------------|------------------|
| Second Citation | Written Warning |
| Third Citation | 2-Day Suspension |
| Fourth Citation | Termination |

All disciplinary steps may be subject to the grievance procedure.

Employees may clear their record prior to receiving a Fourth Citation, by working one year with no further incident of substandard work performance.

7. An employee, whose seniority is broken because that employee accepts a job that is not within the bargaining unit (even though that job is with the same employer) shall, if he later returns to the bargaining unit, begin as a new employee without seniority.

8. A Teamster shall be required on any dual-purpose, truck-mounted, Pitman Crane or similar type used exclusively for hauling, and while loading and unloading material from the bed of said Pitman Crane and stockpiling said material. A Teamster shall not be required on said equipment when used exclusively for hoisting and lowering.

9. When an employee is absent from work due to personal-illness or personal business and where that employee's return to work is unknown, that employee shall be required to report their availability; otherwise that employee shall not be listed as eligible for work. If notification of availability is made properly then the employee shall be permitted to return to work on the next scheduled work day in accordance with their seniority.

10. The employer shall, at all times, determine the number of employees required for the employer's operation.

11. Piece work shall not be tolerated by the Union in any form, and no employee shall be required to do any specified amount of work.

12. Where an employee is sent out of town on special trips, arrangements shall be made to pay the employee's expenses. If arrangements are not made to pay expenses, employees shall be reimbursed for all canceled receipts turned into the company.

13. The Business Agent of the Union shall be permitted to visit the work at all times during working hours.

14. The employer agrees whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted, it shall be subcontracted only to employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

15. No steward shall be discriminated against for performing the duties of the steward's office, and the steward shall be the last employee on the job in case of lay-off subject, however, to seniority.

Stewards shall not shut down, stop or slow down in any manner, any work operation. If a steward or any other employee under this contract violates this Section, said violation will subject the offender to immediate discharge, however, this clause shall not apply when immediate safety is involved. Further, the steward shall be subject to the same terms of employment as any other employee upon the work, but nothing in this Section shall be construed to prohibit the steward from performing the normal and legal duties required of such individual by the Union.

16. It shall not be considered a violation of this contract, nor shall any action be taken against any employee for refusing to cross a primary picket line at the job site.

17. All employees will be paid in cash or by check on the job every Friday evening in full, up to and including the Sunday preceding pay day.

18. When an employee is discharged or laid off the employee shall be paid on the job at the time of discharge or lay-off, and when a discharged employee is paid by time check, the person issuing the check shall add on one hour's time to same. When an employee quits of their own accord such individual shall receive their pay at the next regular pay day.

19. All work performed on Saturday up to 12:00 midnight shall be compensated for at the rate of time and one-half on single shifts except as noted in Article VI, Section 1 (Make-Up Day).

20. Discharges: The employer reserves the right to discharge any employee who is found to be dishonest, incompetent, insubordinate, inebriated or impaired by drugs while on duty.

21. No employee shall be required to drive any equipment which does not comply with all state safety regulations.

22. When a prospective employee is required to take a physical examination before employment, such individual shall be paid for the time spent in the doctor's office provided the employee is hired.

23. In the event a truck driver has their chauffeur's or CDL license revoked by the authorities and the employer cannot provide work for the driver, the employer agrees that driver shall be granted a leave of absence until the driver's license is returned or one year has passed, whichever occurs sooner, and if the driver's license is restored within the one year period the driver shall be returned to work in accordance with the driver's seniority rights.

24. The parties agree that there will be no employee referral system. This is not meant to preclude the identification of employees when filling requests for job applicants. To help provide against the employment of new and inexperienced workmen at times when experienced regular employees are out of work to the detriment of the efficiency of the industry as a whole, it is agreed that employers will not employ new employees who have not previously worked in the industry in the area covered by this Agreement without securing the written consent of the Association, a copy to be sent to the Union. Such written consent will not be necessary if the employee is referred by the Union.

**ARTICLE VII
FRINGE BENEFIT PROGRAMS AND SUPPLEMENTAL DUES/SERVICE FEES**

Section 1.

A. On all work covered herein the employer shall pay Seven Dollars and thirty-five cents (\$7.35) per hour for each regular or overtime hour paid to each employee, covered by this Agreement to such Depository as the parties to this Agreement may agree upon, each month this contract is in effect, which payments shall be made within ten (10) days after the last day of the preceding month for the hours worked during said preceding month. Simultaneously with making said payment, the employer shall also file a written report with said Depository setting forth the names, social security numbers and the hours paid to each employee for whom payments shall have been made during said period. Upon receipt of said payments, the Depository shall pay over said payments as follows:

Two Dollars and seventy-five cents (\$2.75) of each hourly contribution into the MO-KAN TEAMSTERS PENSION FUND, to be used for the purposes set forth in the instrument creating said fund, executed October 13, 1969 by the parties to this Agreement; Three Dollars and Twenty-five cents (\$3.25) of each hourly contribution into the MO-KAN TEAMSTERS HEALTH AND WELFARE FUND, to be used for the purposes set forth in the instrument creating said fund executed October 13, 1969 by the parties to this Agreement; One Dollar and no cents (\$1.00) of each hourly contribution into the TEAMSTERS LOCAL UNION NO. 541 VACATION-HOLIDAY FUND, to be used for the purposes set forth in the instrument creating said fund executed October 13, 1970, by the Union and The Heavy Constructors Association of Greater Kansas City; Nine Cents (\$0.09) of each hourly contribution into the MO-KAN CONSTRUCTION INDUSTRY SUBSTANCE ABUSE FUND (CISAF), to be used for the purposes set forth in the instrument creating said fund executed April 4, 2003, and twenty-six cents (\$.26) of each hourly contribution to the BUILDING INDUSTRY ADVANCEMENT FUND, to be used for the purposes set forth in the instrument creating said fund.

Effective April 1, 2004, 2005 and 2006 one cent (\$.01) per hour shall be added to the hourly contribution of the Building Industry Advancement Fund.

The Union, with a thirty-day notice to the Association prior to each anniversary date may increase established fringes if needed by decreasing wages by the same amount so that the total wage/fringe package remains the same for the period of this agreement.

Section 2. Written reports will be required of all employers making payments as set out in all paragraphs of Section 1 and said reports will be due concurrently with the payment which in each and every instance shall be made within ten (10) days after the last day of the preceding month for the hours worked during said preceding month. Said written reports shall contain such information as desired by and be on a form approved by the Pension, Welfare, Vacation, CISAF and Advancement Fund trustees. These forms for the use of employers will be furnished by the trustees.

Section 3. Each employer shall, upon request of an official agent of the Board of Health and Welfare Trustees, or upon request of any agent or designee of the Advancement Fund Committee, or upon request of an official agent of the Board of Trustees of the Pension Fund, or upon request of an official agent of the Vacation Fund Board of Trustees or upon request of an official agent of the CISAF, permit such agent or designee during regular business hours to inspect and make copies of any and all records of the employer pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees and all other records relevant to and of assistance in determining whether the employer's obligations hereunder to make payments to the Depository have been faithfully performed.

Section 4. It is further agreed by and between the parties hereto that the Welfare Fund, the Pension Fund, the Vacation Fund, the CISAF, and the Advancement Fund will be used and

used and operated at all times in such a manner that payments to all funds by the employer contributors will be deductible as expense items of said employers for income tax purposes with all governmental taxing units.

Section 5. It is further agreed by and between the parties hereto that the term and duration of the funds referred to in Section 1 above will be concurrent.

Section 6. Supplemental Dues/Service Fees. Included in the wages set out in the schedules in Article V of this Agreement, are seventy-five cents (\$.75) of supplemental dues for each payroll hour to be paid to the union; such sum shall be included in the computation of overtime. During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the employer shall deduct from the wages of all employees covered by this Agreement seventy-five cents (\$.75) per hour for each payroll hour as Supplemental Dues/Service Fees.

Said sums shall be remitted to the local union as Supplemental Dues/Service Fees and reporting of those sums shall be made in the same manner and on the same forms provided for the payments of fringe benefit programs required under Section 1 of this Article.

Section 7. In the event the Union determines that any employer has failed to pay in full any sum due under this Article, and provided that such failure has continued fifteen (15) days, the Union may, after at least one (1) weeks' notice in writing to the employer's main office, with a copy to the Association, take all and any economic means whatsoever, other provisions of this Agreement notwithstanding, until all sums due from that employer under the appropriate section have been paid in full. The remedy provided for in this Section shall be in addition to all other remedies available to the Union and to the trustees, and may be exercised by the Union, anything in the collective bargaining agreement to the contrary notwithstanding.

Section 8. Employers are hereby put on notice that the trustees of this fringe benefit program have broad powers to insure the collections of contributions and the preservation of the trust, including, but not limited to, requiring employers to put up advance cash deposits, imposition of assessments and/or liquidated damages, recovery of costs and instituting legal action in the courts against delinquents. If it becomes necessary for the trustees to file suit against an employer for delinquent fringe benefit monies due, the employer agrees to pay, in addition to liquidated damages, all litigation costs, including a reasonable attorney fee.

Section 9. No employee shall have the option to receive, instead of the benefits provided for by the Agreements and Declarations of Trust, any part of the payments of an employer. No employee shall have the right to assign any benefits to which the employee may be or become entitled under the terms of the Agreements and Declarations of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust herein created or through severance of employment or otherwise.

Section 10. It is agreed by and between the parties hereto that all employers working under this Agreement will provide the statutory workmen's compensation and the statutory unemployment compensation for all employees working for them under this Agreement.

ARTICLE VIII

The employers and the Union agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age and that they will comply with all provisions of Executive Order 11246, the rules, regulations and relevant orders of the Committee on Equal Employment Opportunities established by the President of the United States provided such rules are consistent with National Federal Labor laws.

**ARTICLE IX
ARBITRATION**

This Agreement is a guaranty that there will be neither suspension of work nor lockout, and that all grievances and disputes (excluding jurisdictional disputes to be handled as set out in Article IV), between the employers and the Union or between different crafts on the work will be handled as hereinafter provided. The Union agrees that during the term of this Agreement it will not cause, authorize, permit or take part in any strike, slowdown, picketing, cessation of work or acts affecting progress of work being done; and the employers agree that during the term of this Agreement they will not suspend work or lockout their employees.

1. Any grievance, dispute or claim (hereinafter called "grievance") arising under this Agreement must be taken up between the parties involved (employee and/or steward with superintendent and/or employer) within seven (7) days of the occurrence of the circumstances which gave rise to the grievance, otherwise the grievance will be considered abandoned.

If the grievance cannot be adjusted by the parties involved, it shall be put in writing and referred within fourteen (14) days of the occurrence of the circumstances which gave rise to the grievance to the Union and the Association, otherwise the grievance will be considered abandoned.

2. Whenever a grievance is submitted in writing to the Union and the Association, representatives of the two organizations shall meet and attempt to settle the issue. In the event they reach an adjustment of the grievance, their decision shall be final and binding on all parties.

3. In the event the representatives cannot agree on an adjustment of the grievance, they shall attempt to select an arbitrator within ten (10) days who shall render a decision. If those representatives, however, cannot agree on the selection of the arbitrator, then either party may request Federal Mediation and Conciliation within ten days to select a panel from which the arbitrator shall be selected by alternate striking of names by the parties hereto, otherwise the matter will be considered as dropped. The decision of the arbitrator must be in writing and shall be final and binding on both parties.

4. The time limits as set forth above may be changed by mutual agreement.

**ARTICLE X
DRUG AND ALCOHOL POLICY**

It is understood that no employee shall consume, possess, sell or be under the influence of illegal drugs or alcohol while at work.

The parties agree to incorporate herein by this reference the Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement they have entered into and dated April 4, 2003. As a condition of employment, an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP Program.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then an employer may require a blood alcohol content test or a urine drug test on any employee who has been involved in an accident on the job; or when the employer has reasonable cause to believe that the employee is under the influence of drugs or alcohol at the work place; or prior to hiring an employee. Such drug or alcohol test must be carried out in a professional and accurate manner.

ARTICLE XI

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid federal or state law, such term or provision shall continue in effect only to the extent permitted by such law, and if any term or provision of this Agreement is or becomes legally invalid such legal invalidity shall not affect or impair any other term or provision of this Agreement.

ARTICLE XII

TERM

THIS AGREEMENT, effective April 1, 2003, shall remain in full force and effect until March 31, 2007 and shall be automatically renewed from year to year thereafter unless opened by either party hereto for changes or termination by a notice to the other party at least sixty (60) days prior to the expiration date.

Dated this 16TH day of May, 2003.

THE BUILDERS' ASSOCIATION

LOCAL UNION NO. 541, AFFILIATED
WITH INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

Jeffrey Chacka

Robert Hillman

LABOR BULLETIN

THE BUILDERS' ASSOCIATION

Serving Missouri and Kansas

Dan Morgan, President



Administrative Offices at 632 West 39th Street • Kansas City, Missouri 64111 • (816) 531-4741

April 10, 2003
REVISED LABOR BULLETIN
(To allow for CISAP Drug Testing Program)

TO: CONTRACTOR MEMBERS SIGNATORY THROUGH THE BUILDERS' ASSOCIATION TO AGREEMENT WITH TEAMSTERS' LOCAL 541
CONTRACT TERM: APRIL 1, 2003 THROUGH MARCH 31, 2007

As a result of recent negotiations, the Teamsters Local 541 and The Builders' Association have agreed to a four year agreement with increases of \$1.35 for 2003, \$1.30 for 2004, \$1.25 for 2005 and \$1.20 for 2006. The Teamsters have advised us that they wish to distribute their 4-01-03 economic increase of One Dollar and thirty-five cents (\$1.35) as follows: Fifty cents (\$.50) shall be allocated to Wages, fifty cents (\$.50) shall be allocated to Health & Welfare, thirty five cents (\$.35) shall be allocated to the Vacation Fund. In addition to the \$.35 per hour vacation allocation, \$.65 per hour shall be paid by employers for a total Vacation Fund of \$1.00. This hourly vacation fund replaces the former annual paid vacation. In addition to the above, Industry Advancement will increase by (\$.01) effective April 1, 2003. In addition, a new drug testing program (CISAP) has been instituted and employers shall provide nine cents (\$.09) per hour (see attached Labor Bulletin 14-03). Supplemental Dues shall increase by \$.05 per hour.

The fifty cent wage increase will be reflected as follows: (Included in the wages listed below are Supplemental Dues of \$.75.)

| | | |
|------------------|---|--------------------------|
| Group I | Warehousemen & Stock Men | \$24.29 |
| | Dump Truck Drivers (under 10 yds.) | 24.29 |
| | Flat Bed Truck Drivers | 24.29 |
| | Pickup Truck Drivers | 24.29 |
| | Dump Truck Drivers (10 yds. and over) | 24.29 |
| | Transit Mix (Redi-Mix) (5 yds. and above) | 24.29 |
| | Semi-Truck Driver | 24.29 |
| | Steel Truck Driver | 24.29 |
| | Distributor Truck Driver & Operator | 24.29 |
| | Oiler, Greaser & Mechanic Helpers | 24.29 |
| Group II | Double Bottom Units (20 ton and over) | 24.49 |
| | Fork Trucks | 24.49 |
| | Heavy Excavating (Dumpsters, Euclids, etc.) | 24.49 |
| | Heavy Hauling, A-Frame & Winch Trucks | 24.49 |
| | Hydraulically Operated Aerial Lift | 24.49 |
| | Hydro Lift Trucks | 24.49 |
| | Straddle Trucks | 24.49 |
| | Wheel Tractors (when used for towing) | 24.49 |
| | Articulated Dump Truck | 24.49 |
| Group III | Mechanics (Wage rate includes 10¢ Tool Allowance) | 24.69 |
| Group IV | Truck Driver Foreman or Pusher | 24.86 |
| Helpers | | Rate of Driver they help |

| | |
|-----------------------|---------|
| Warehouseman – Supply | \$23.29 |
| Fork Lift Supply | \$23.49 |

Material Supply Employees are \$1.00 below construction warehouseman and fork-lift rates.

In addition to the above wage rates, fringe benefit contributions are as follows: Health and Welfare, \$3.25 per hour; Pension, \$2.75 per hour; Vacation Fund, \$1.00 per hour, Industry Advancement, \$.26 per hour; CISAP (Drug Testing) \$.09 cents per hour. Supplemental Dues shall be \$.75 per hour, and shall be **DEDUCTED FROM WAGES**.

Work Rule Changes:

1. Article VI, Working Rules, Section 4: Paid Vacation shall be deleted effective April 1, 2003.
2. New language shall be added to Article VII, Fringe Benefit Programs and Supplemental Dues/Service Fees, Section 1.A, to require an hourly contribution for each hour worked by each employee into Mo-Kan Teamsters #541 existing Vacation-Holiday Fund, effective April 1, 2003. The hourly contribution will be funded by \$.35 of the economic increase due April 1, 2003 and by \$.65 per hour employer contribution for a total vacation benefit of \$1.00 per hour.
3. Equitable payment shall be made for all accrued paid vacation prior to April 1, 2003.
4. The Building Industry Advancement Fund shall increase \$.01 per hour April 1, 2003, \$.01 per hour April 1, 2004, \$.01 per hour April 1, 2005 and \$.01 per hour April 1, 2006.
5. A new and innovative, industry-wide drug-testing program (called the "Construction Industry Substance Abuse Program", CISAP) has been approved. Details of this exciting new program, how it will be implemented, and how this will benefit our industry will be addressed in a further bulletin. The employer will provide \$.09 per hour for the cost. (See Attached Labor Bulletin explaining CISAP)

If you have any questions, please call the Association office.

Sincerely yours,

THE BUILDERS' ASSOCIATION



Jeffrey L. Chaikin
Labor Relations

JLC:mm

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AFL-CIO

Milwaukee & Southern Wisconsin District Council

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Serving: Milwaukee, Waukesha, Washington, Ozaukee, Racine, Kenosha, Walworth, Jefferson, Dodge, Columbia, Dane, Rock, Green, LaFayette, Iowa, Sauk, Richland, Grant & Crawford Counties

January 5, 2000

TO ALL RESIDENTIAL CONTRACTORS SIGNATORY TO THE FOUR (4) COUNTIES:

Dear Contractor:

On June 9, 1999, you were mailed an Official Notice setting forth the changes in the Residential Carpenters Agreement. We informed you at that time that the Collective Bargaining Agreements we being prepared and would be mailed to you as soon as possible for your signature. Accordingly, we are enclosing two (2) copies of the 1999-2004 Residential Carpenters Agreement covering Milwaukee, Waukesha, Washington and Ozaukee Counties.

This Agreement was negotiated between the Allied construction Employers Association, Inc., and the Milwaukee and Southern Wisconsin District Council of Carpenters.

Federal Court decisions have ruled the "Contributions to Trust Funds, made by an Employer on behalf of his employees, cannot be used as a credit towards coverage for benefits until the Employer signs a Collective Bargaining Agreement with the Union." We therefore, request that you date and sign the Agreements, furnishing all other information required on the signature page, including your Unemployment Compensation number and Worker's Compensation Policy expiration date as required under Article XIII of the Agreements. We also require a Certificate of Insurance coverage for worker's Compensation to be on file at this office at all times.

PLEASE NOTE: In accordance with the Deklewa decision, on the inside front cover is the voluntary Recognition Agreement for your signature. If you are desirous of copies of the Authorization Bargaining Cards signed by your employees, please notify this office. Also on this page is a space furnished to list the corporate officers of your company. Be sure to include their social security numbers and titles.

Return one copy of the Residential Carpenters Agreement, to our office, no later than January 14, 2000, in order that your employees and their families continue to receive credit towards coverage of Health and Welfare Insurance and Pension. Your failure to do so shall, of course, jeopardize the progress of your work and our members shall be directed to withdraw from your employment until such time as your firm subscribes to an Agreeeme

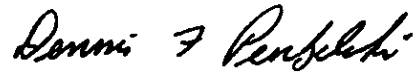
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Representing: Acoustical Insulation; Cabinet Makers & Millworkers; Carpenters & Joiners; Carpet, Linoleum & Soft Tile layers; Dry Wall Construction; Lathers; Lumberyard Workers; Millwright Machine Erectors; Pile Drivers; Crib, Dock & Wharf Builders; Tile, Marble & Terrazzo Finishers; Wall & Ceiling Insulator; Weatherstrippers.

PLEASE UNDERSTAND: TO CONTINUE TO EMPLOY OUR MEMBERS, WE DO REQUIRE THAT YOU SIGN THE AGREEMENTS AND RETURN ONE COPY OF THE AGREEMENT TO OUR OFFICE NO LATER THAN JANUARY 14, 2000.

Your compliance with the requirement will result in the continuance of our friendly relationship.

Sincerely yours,

A handwritten signature in black ink that reads "Dennis Penkalski". The signature is written in a cursive style with a distinct flourish at the end.

Dennis Penkalski
Secretary-Treasurer/Business Manager

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**APPENDIX "A"
YEAR 2**

RESIDENTIAL CARPENTERS

LIST OF JOB CLASSIFICATIONS, WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS:

Effective June 5, 2000 thru June 3, 2001

\$1.35 per hour increase

| | Base Rate | Health Fund*** | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total |
|----------------|------------------|-----------------------|-----------------------|-----------------------|-----------------|--------------------|--------------|
| Journey person | TO BE DETERMINED | | | | | \$0.11 | \$32.69 |
| Sub-Forman | TO BE DETERMINED | | | | | \$0.11 | |
| Foreman | TO BE DETERMINED | | | | | \$0.11 | |

APPRENTICE WAGE RATES:

| Service Period | Hours | Percent | Base Rate | Health Fund | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total | |
|-----------------------|--------------|----------------|------------------|--------------------|-----------------------|-----------------------|-----------------|--------------------|--------------|--|
| 1st | 0 - 780 | 50% | TO BE DETERMINED | | | | | | \$0.11 | |
| 2nd | 780 - 1560 | 55% | TO BE DETERMINED | | | | | | \$0.11 | |
| 3rd | 1560 - 2340 | 60% | TO BE DETERMINED | | | | | | \$0.11 | |
| 4th | 2340 - 3120 | 65% | TO BE DETERMINED | | | | | | \$0.11 | |
| 5th | 3120 - 3900 | 70% | TO BE DETERMINED | | | | | | \$0.11 | |
| 6th | 3900 - 4680 | 80% | TO BE DETERMINED | | | | | | \$0.11 | |
| 7th | 4680 - 5460 | 85% | TO BE DETERMINED | | | | | | \$0.11 | |
| 8th | 5460 - 6240 | 95% | TO BE DETERMINED | | | | | | \$0.11 | |

*Vacation Fund Contributions are deducted from the employee's Base Rate. Vacation contributions are subject to FICA and Income Tax withholding. The Vacation Fund contributions are not an addition to the hourly wage rate.

**Refer to Section 9.1(b) of this Agreement for exemption of Pension Fund contributions for apprentices.

***Refer to Section 8.2(b)(1) – Increases which are determined by the Trustees to be necessary to maintain existing benefit levels shall be derived entirely from a corresponding reduction in the respective hourly wage rates as set forth in Appendix "A".

NOTE: Contributions to fringe benefit funds shall be paid on all hours worked.

**APPENDIX "A"
YEAR 3**

RESIDENTIAL CARPENTERS

LIST OF JOB CLASSIFICATIONS, WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS:

Effective June 4, 2001 thru June 2, 2002

\$1.40 per hour increase

| | Base Rate | Health Fund*** | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total |
|----------------|------------------|-----------------------|-----------------------|-----------------------|-----------------|--------------------|--------------|
| Journey person | TO BE DETERMINED | | | | | \$0.11 | \$34.09 |
| Sub-Forman | TO BE DETERMINED | | | | | \$0.11 | |
| Foreman | TO BE DETERMINED | | | | | \$0.11 | |

APPRENTICE WAGE RATES:

| Service Period | Hours | Percent | Base Rate | Health Fund | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total | |
|-----------------------|--------------|----------------|------------------|--------------------|-----------------------|-----------------------|-----------------|--------------------|--------------|--|
| 1st | 0 - 780 | 50% | TO BE DETERMINED | | | | | | \$0.11 | |
| 2nd | 780 - 1560 | 55% | TO BE DETERMINED | | | | | | \$0.11 | |
| 3rd | 1560 - 2340 | 60% | TO BE DETERMINED | | | | | | \$0.11 | |
| 4th | 2340 - 3120 | 65% | TO BE DETERMINED | | | | | | \$0.11 | |
| 5th | 3120 - 3900 | 70% | TO BE DETERMINED | | | | | | \$0.11 | |
| 6th | 3900 - 4680 | 80% | TO BE DETERMINED | | | | | | \$0.11 | |
| 7th | 4680 - 5460 | 85% | TO BE DETERMINED | | | | | | \$0.11 | |
| 8th | 5460 - 6240 | 95% | TO BE DETERMINED | | | | | | \$0.11 | |

*Vacation Fund Contributions are deducted from the employee's Base Rate. Vacation contributions are subject to FICA and Income Tax withholding. The Vacation Fund contributions are not an addition to the hourly wage rate.

**Refer to Section 9.1(b) of this Agreement for exemption of Pension Fund contributions for apprentices.

***Refer to Section 8.2(b)(1) – Increases which are determined by the Trustees to be necessary to maintain existing benefit levels shall be derived entirely from a corresponding reduction in the respective hourly wage rates as set forth in Appendix "A".

NOTE: Contributions to fringe benefit funds shall be paid on all hours worked.

**APPENDIX "A"
YEAR 4**

RESIDENTIAL CARPENTERS

LIST OF JOB CLASSIFICATIONS, WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS:

Effective June 3, 2002 thru June 1, 2003

\$1.45 per hour increase

| | Base Rate | Health Fund*** | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total |
|----------------|----------------------|---------------------------|---------------------------|---------------------------|---------------------|------------------------|--------------|
| Journey person | TO BE DETERMINED | | | | | \$0.11 | \$35.54 |
| Sub-Forman | TO BE DETERMINED | | | | | \$0.11 | |
| Foreman | TO BE DETERMINED | | | | | \$0.11 | |

APPRENTICE WAGE RATES:

| Service Period | Hours | Percent | Base Rate | Health Fund | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total | |
|---------------------------|--------------|----------------|----------------------|------------------------|---------------------------|---------------------------|---------------------|------------------------|--------------|--|
| 1st | 0 - 780 | 50% | TO BE DETERMINED | | | | | | \$0.11 | |
| 2nd | 780 - 1560 | 55% | TO BE DETERMINED | | | | | | \$0.11 | |
| 3rd | 1560 - 2340 | 60% | TO BE DETERMINED | | | | | | \$0.11 | |
| 4th | 2340 - 3120 | 65% | TO BE DETERMINED | | | | | | \$0.11 | |
| 5th | 3120 - 3900 | 70% | TO BE DETERMINED | | | | | | \$0.11 | |
| 6th | 3900 - 4680 | 80% | TO BE DETERMINED | | | | | | \$0.11 | |
| 7th | 4680 - 5460 | 85% | TO BE DETERMINED | | | | | | \$0.11 | |
| 8th | 5460 - 6240 | 95% | TO BE DETERMINED | | | | | | \$0.11 | |

*Vacation Fund Contributions are deducted from the employee's Base Rate. Vacation contributions are subject to FICA and Income Tax withholding. The Vacation Fund contributions are not an addition to the hourly wage rate.

**Refer to Section 9.1(b) of this Agreement for exemption of Pension Fund contributions for apprentices.

***Refer to Section 8.2(b)(1) – Increases which are determined by the Trustees to be necessary to maintain existing benefit levels shall be derived entirely from a corresponding reduction in the respective hourly wage rates as set forth in Appendix "A".

NOTE: Contributions to fringe benefit funds shall be paid on all hours worked.

**APPENDIX "A"
YEAR 5**

RESIDENTIAL CARPENTERS

LIST OF JOB CLASSIFICATIONS, WAGE RATES AND FRINGE BENEFIT CONTRIBUTIONS:

Effective June 2, 2003 thru May 31, 2004

\$1.45 per hour increase

| | Base Rate | Health Fund*** | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total |
|----------------|----------------------|---------------------------|---------------------------|---------------------------|---------------------|------------------------|--------------|
| Journey person | TO BE DETERMINED | | | | | \$0.11 | \$36.99 |
| Sub-Forman | TO BE DETERMINED | | | | | \$0.11 | |
| Foreman | TO BE DETERMINED | | | | | \$0.11 | |

APPRENTICE WAGE RATES:

| Service Period | Hours | Percent | Base Rate | Health Fund | Pension Fund** | Vacation Fund* | JAC Fund | IAP/CA Fund | Total | |
|---------------------------|--------------|----------------|----------------------|------------------------|---------------------------|---------------------------|---------------------|------------------------|--------------|--|
| 1st | 0 - 780 | 50% | TO BE DETERMINED | | | | | | \$0.11 | |
| 2nd | 780 - 1560 | 55% | TO BE DETERMINED | | | | | | \$0.11 | |
| 3rd | 1560 - 2340 | 60% | TO BE DETERMINED | | | | | | \$0.11 | |
| 4th | 2340 - 3120 | 65% | TO BE DETERMINED | | | | | | \$0.11 | |
| 5th | 3120 - 3900 | 70% | TO BE DETERMINED | | | | | | \$0.11 | |
| 6th | 3900 - 4680 | 80% | TO BE DETERMINED | | | | | | \$0.11 | |
| 7th | 4680 - 5460 | 85% | TO BE DETERMINED | | | | | | \$0.11 | |
| 8th | 5460 - 6240 | 95% | TO BE DETERMINED | | | | | | \$0.11 | |

*Vacation Fund Contributions are deducted from the employee's Base Rate. Vacation contributions are subject to FICA and Income Tax withholding. The Vacation Fund contributions are not an addition to the hourly wage rate.

**Refer to Section 9.1(b) of this Agreement for exemption of Pension Fund contributions for apprentices.

***Refer to Section 8.2(b)(1) – Increases which are determined by the Trustees to be necessary to maintain existing benefit levels shall be derived entirely from a corresponding reduction in the respective hourly wage rates as set forth in Appendix "A".

NOTE: Contributions to fringe benefit funds shall be paid on all hours worked.