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MID-AMERICA REGIONAL BARGAINING ASSOCIATION



AREA CONSTRUCTION AGREEMENT

BY AND BETWEEN

MID-AMERICA REGIONAL BARGAINING ASSOCIATION (MARBA)

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TEAMSTERS JOINT COUNCIL NO. 25

TERM OF AGREEMENT

JUNE 1, 2004 TO MAY 31, 2009

A great amount of care has been used in the preparation of this labor contract. However, since MARBA relies on other sources for the information we cannot be responsible for the accuracy or content of the following labor agreement. If you have questions regarding the agreements or if you find errors, please contact the MARBA Office at (847) 699-1283. We will be updating these contracts from time to time and we will advise you of errors as they are brought to our attention.

PLEASE NOTE:

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
JOINT COUNCIL 25
Term of Agreement
June 1, 2004 to May 31, 2009**

TABLE OF CONTENTS

		Page
ARTICLE 1	Recognition and Scope of Agreement	
	Geographic Coverage	1
	Recognition	1
	Bargaining Unit.....	1
	Work Covered	1
ARTICLE 2	Union Security	
	Maintenance of Membership.....	2
	New Employees	2
	Enforcement.....	2
	Additional Employees.....	2
ARTICLE 3	Subcontracting.....	3
ARTICLE 4	Pre-Job Conference	4
ARTICLE 5	No Strikes or Lockouts	5
ARTICLE 6	Grievances and Arbitration.....	5
ARTICLE 7	Jurisdictional Dispute.....	6
ARTICLE 8	Wages.....	6
	Wages for Local 179	7
	Wages for Local 301	7
	Wages for Locals 330 and 673	8
	Wages for Local 705	8
	Wages for Local 731	9
	Wages for Local 786	9
	Classifications (Group 1).....	9
	Classifications (Group 2).....	10
	Classifications (Group 3).....	10
	Classifications (Group 4).....	10
ARTICLE 9	Health and Welfare	
	Local 731	11
	Local 786.....	12
	Locals 179, 301, 330, 673 and 705.....	13
ARTICLE 10	Pension	
	Local 731	16
	Local 786.....	17
	Locals 179, 301, 330, 673 and 705	17

ARTICLE 11	Check-Off.....	19
ARTICLE 12	Working Hours and Overtime	19
ARTICLE 13	General Conditions	
	Seniority.....	20
ARTICLE 14	Labor Work	22
	Dump Man.....	22
ARTICLE 15	Non-Discrimination	22
ARTICLE 16	Employment Termination.....	22
	No Discrimination	22
	Discharge or Suspension	22
ARTICLE 17	Holidays	
	Locals 179, 301, 330, 673, and 705.....	23
	Local 731	23
	Local 786.....	23
ARTICLE 18	Vacations and Leaves of Absence	24
	Locals 179, 301, 330, 673 and 705.....	24
	Local 731	24
	Local 786.....	25
ARTICLE 19	Owners-Drivers.....	26
ARTICLE 20	Mechanic's Tools	27
ARTICLE 21	Job Access by Union - Stewards.....	27
ARTICLE 22	Protection of Rights	28
ARTICLE 23	Separate Agreements.....	28
ARTICLE 24	Compliance With Safety and Traffic Laws.....	28
ARTICLE 25	Economic Loss	28
ARTICLE 26	Inspection Privileges.....	29
ARTICLE 27	Emergencies.....	29
ARTICLE 28	Sales and Transfers - Scope of Obligation.....	29
ARTICLE 29	Conformity to Law - Saving Clause	30
ARTICLE 30	Delinquencies	30
ARTICLE 31	Utilization of Company Owned Equipment.....	30
ARTICLE 32	Duration and Termination.....	31
ADDENDUM 1	Uniform Drug/Alcohol Abuse Policies.....	32
ADDENDUM 2	Benefit Calculation Re-Opener.....	33

ADDENDUM 3 Work Continuation Program34

**AREA CONSTRUCTION AGREEMENT
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
Teamsters Joint Council No. 25**

This Agreement entered into this first day of June, 2004, by and between the Mid-America Regional Bargaining Association (hereinafter referred to as MARBA) for and on behalf of itself, its member associations and their members who have assigned bargaining rights to their Association, and any Employer signatory to this Agreement both present and future or _____, (Hereinafter referred to as EMPLOYER or EMPLOYERS) and Locals No. 179, 301, 330, 673, 705, 731 and 786, affiliates of the International Brotherhood of Teamsters, AFL-CIO, (hereinafter called the UNION). This Agreement shall be known as UNIONS, I.B. of T., JOINT COUNCIL NO. 25, AREA CONSTRUCTION AGREEMENT.

Witnesseth

1. The purpose of this Agreement is (a) to enter into a definite labor management contract covering the wages, hours, conditions of work and terms of employment in the relationship between Employer and employee; (b) to prevent strikes, lockouts, and work stoppages; (c) to adopt suitable measures for the peaceful settlement of grievances and differences; (d) to secure to members of the Association or other Employer sufficient capable employees; (e) to protect the economic and employment welfare of employees.

2. It is mutually understood and agreed that the following terms relating to the wages, hours and working conditions of workmen covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the terms of this Agreement and any renewal period thereof.

**ARTICLE 1
Recognition And Scope Of Agreement**

1.1 Geographic Coverage: The geographic area covered by I.B. of T. Locals No. 179, 301, 330, 673, 705, 731, and 786 in jurisdiction of I. B. of T. JOINT COUNCIL NO. 25 AREA.

1.2 Recognition: Employer recognizes the Unions, as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, and all other conditions of employment for all employees covered by this Agreement.

1.3 Bargaining Unit: Employees covered by this Agreement are all employees in the classifications of work covered by this Agreement, employed by the Employers in the contract territory and engaged in the work described in Section 1.4 hereof.

1.4 Work Covered: Jurisdiction. This Agreement shall apply to employees in the classifications herein set forth in the performance of work involved in the following operations.

- a. **Heavy construction:** Heavy construction is defined as constructing substantially in its entirety any fixed structure, other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of the contract thereof, including without limitation; the loading, unloading and transporting of heavy equipment, railroads and street railway construction project, sewers, water mains, grade separations, foundations, pile driving, piers, abutments, retaining highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, hydro-electric development, duct lines, pipelines, locks, dams, dikes,

- levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, airports, excavation and disposal of earth and rock.
- b. Highway construction work: Highway construction work is defined as all work ordinarily included in highway construction contracts, bridges, sewer and street grading, street paving, curb setting, sidewalks, etc.; and landscaping on work where prevailing wage rules are in effect.
 - c. Removal and disposal of rubbish from wrecking jobs.
 - d. Snow removal.
 - e. Hauling of cinders, slag, asphalt (including liquid asphalt), sand fill and all other types of fill on construction jobs.
 - f. Delivery to and spreading on the construction site or the road bed of any stabilized base materials to be used as a subsurface, including but not limited to fill, Poz-O-Pac, aggregate materials, Bituminous aggregate materials, Cement aggregate materials, or any other trade name of base or paving material.
 - g. Back filling.
 - h. Digging.
 - i. Leveling and grading.
 - j. Street sprinkling and flushing.
 - k. Concrete breaking.
 - l. Pipeline work.
 - m. Pavement marking and sealing.
 - n. Construction, slag and sludge hauling or any other trucking in or out of steel mills.
 - o. Hauling of salt.
 - p. Asphalt plant in areas where it has been past practice.
 - q. The hauling of recycled broken concrete and recycled asphalt.
 - r. Concrete Pumper Trucks.
 - s. Concrete Crushing Plants.

1.5 The work listed in Section 1.4 above is listed for the purpose of describing work customarily and/or traditionally performed by the employees covered by this Agreement, and for no other purpose.

ARTICLE 2

Union Security

2.1 Maintenance Of Membership: Present employees who are members of the Union must, as a condition of employment, maintain such membership during the term of this Agreement to the maximum extent permitted under law.

2.2. New Employees: New employees shall as a condition of employment become members of the Union to the maximum extent permitted under law, on the eighth day after the beginning of employment or after the execution date of this Agreement, whichever is later, and shall maintain such membership as a condition of continued employment.

2.3 Enforcement: Any employee who refuses or fails to fulfill the obligations of Sections 2.1 or 2.2 above, shall forfeit his right of employment; and the Employer shall discharge such employee within three (3) working days of receiving written notice from the Union of the failure of an employee to fulfill said obligations; provided, that the Union shall hold the Employer harmless for demands under this Section not in accord with federal law.

2.4 Additional Employees: When the Employer needs additional employees he shall give the Local Union equal opportunity with all sources to provide suitable applicants, but shall not be required to hire those referred by the Union. The names and addresses of all new employees shall be furnished to the office of the Union not later than the first pay period after their hiring.

**ARTICLE 3
SUBCONTRACTING**

3.1 (a) The Employer agrees that neither he nor any of his subcontractors on the job site will subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure, road or any other work (including quarries, rock, sand and gravel plants, asphalt plants, ready-mix concrete plants, established on or adjacent to the job site to process or supply materials for the convenience of the Contractor for job site use) except to a person, firm or corporation, party to an appropriate, current labor agreement with the appropriate Union, or subordinate body signatory to this Agreement.

(b) The Employer agrees that stone, stabilized base materials, sand and gravel will be spread or distributed on a construction site including road beds, exclusively by employees covered by this Agreement. Deliveries of stone, stabilized base materials, sand and gravel by employees, firms or entities not covered by this Agreement shall be made exclusively to stock piles and the Employer ordering those materials for delivery by a third party is responsible to see that the provisions of this Section are not violated provided that the Union shall hold the Employer harmless for suits or demands under this Section not in accord with federal law.

3.2 (a) In order to protect the wages, working conditions and job opportunities of workers employed under this Agreement, the Employer agrees that when subcontracting work covered by this Agreement which is to be performed within the geographical area covered by this Agreement, but which is not to be performed at the site of the construction, alteration, painting or repair of the building, road or other work, he will subcontract such work only to an Employer or person who agrees that the persons performing such work will work in accordance with the schedule of hours and will receive not less than the wages and economic benefits provided in this agreement including holidays, vacations, premiums, overtime, health and welfare and pension contributions, or benefits of their equivalent and any other programs or contributions required by this Agreement, and who further agrees to submit any grievance or disputes concerning his performance or compliance with such undertaking to the procedures set forth in Article 6 of this Agreement.

(b) The Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering into such subcontract and shall specify the name and address of the subcontractor. Any Employer who gives such notice and requires the subcontractor to agree to comply with and observe the provisions of Section 3.1 hereof with respect to job site work and Section 3.2 hereof with respect to work performed other than at the job site shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringes, benefits or contributions provided herein except as provided hereinafter.

If thereafter any subcontractor shall become delinquent in the payment or meeting of the obligations set forth above, the Union shall promptly give written notice thereof to the Employer and Subcontractor specifying the nature and amount of such delinquency. More than one such notice may be given with respect to delinquencies. If such notice is given, the Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Employer to such Subcontractor and shall pay and satisfy therefrom the amount of such delinquency by such Subcontractor as follows:

If such Subcontractor does not dispute the existence or amount of such delinquency, the Employer shall forthwith pay the amount of such delinquencies to the person or fund entitled thereto. Any dispute as to the existence or amount of such delinquency shall be settled by the Union and Subcontractor as provided in Article 6 hereof and the Employer shall pay the person or Funds entitled thereto the amount of such delinquency as so determined and costs incurred.

Upon written proof by the Union that the Employer's subcontractors are not in substantial compliance with Articles 3.1 or 3.2, the Employer shall cease employment of such subcontractor on all of its projects within three (3) working days receipt of written notice. Furthermore, the Union shall indemnify and hold harmless the Employer for all costs including attorney's fees associated with defense of claims brought by such subcontractors against Employer if said subcontractor is found not to be in violation.

The Employer shall not be liable for any such delinquency occurring more than sixty (60) days prior to the receipt of such written notice from the Union.

3.3 Notwithstanding any other provision of this Agreement, any and all disputes involving this Article 3 shall be resolved exclusively through the grievance and arbitration provisions of Article 6 of this Agreement.

ARTICLE 4 Pre-Job Conference

4.1 Before commencing any job, an Employer shall meet with the Union for a pre-job conference for the purpose of advising the Union of the Employer's requirements as to the number of employees, the probable starting date, duration of the job, working schedules and other matters affecting employees. This shall not apply to an Employer permanently domiciled within the area of the Local Union's jurisdiction. All contractors, including all local contractors, shall provide a list of subcontractors and owner-driver or drivers to the Local Union three (3) days prior to commencement of work.

4.2 When a project is within the territory of more than one Local Union, the determination of the division of employees for representation purposes shall be made by an Agreement between the Local Union and the Employer, or Employers involved. In the event the Local Unions and the Employer, or the Employers, are unable to reach such an Agreement, the issue shall be referred within five (5) days to Teamsters Joint Council No. 25. The Teamsters Joint Council No. 25 shall meet with the Employer, or Employers, involved to settle this dispute and their joint decision shall be final and binding on all parties concerned. If a contractor evades a pre-job conference, he automatically forfeits his right to the grievance procedure.

ARTICLE 5
No Strikes Or Lockouts

5.1 In view of the fact that parties have provided for an orderly procedure for settling differences of opinions and disputes, the Union agrees that for the duration of this Agreement, there shall be no strikes except as otherwise herein provided and the Company agrees that during the life of this Agreement there shall be no lockouts. The provisions of this Article shall not apply to any Company that refuses to follow the procedures outlined in Article 6.

ARTICLE 6
Grievances And Arbitration

6.1 All disputes or grievances arising out of work and operations under this Agreement shall be settled and resolved as provided in this Article except as otherwise herein provided.

6.2 A dispute or grievance not resolvable by Foreman or Superintendent shall be first taken up between the Employer and a representative of the Local Union having geographic jurisdiction within the contract territory within seven (7) working days after the date of the occurrence which is the subject of the dispute or grievance, or no action shall be required.

6.3 In the event that the grievance cannot be resolved within two (2) working days of the provisions of 6.2, it shall be reduced to writing and referred for conference and resolution by designated officials of the Union and the Association. In the event the Employer is not a member of an Association, the written grievance shall be submitted directly to the Joint Grievance Committee in accordance with this Article.

6.4 In the event the grievance cannot be resolved by the provisions of 6.3 within seven (7) working days after receipt of the Union and the Association of the written grievance, the written grievance shall be submitted immediately to the Joint Grievance Committee created in this Article.

6.5 No action shall be required on employee complaints as to wages and working conditions unless made within ten (10) working days of the supposed violation.

6.6 MARBA and the Union shall together create and appoint a permanent Joint Area Committee consisting of an equal number of members representing the Employers and Union, but no less than three (3) from each group. Alternates may also be appointed. The Joint Area Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings.

6.7 It shall be the function of the Joint Area Committee to resolve disputes or grievances which cannot be settled under Article 6.3.

6.8 (a) No Employer shall sit on a panel of the Joint Area Committee which is hearing or considering a grievance or dispute arising from his own operations.

(b) No Local Union shall sit on a panel of the Joint Area Committee which is hearing or considering a grievance or dispute arising from a job over which such Local Union has geographical jurisdiction.

6.9 When the Joint Area Committee by a majority vote decides a dispute or grievance, such decision shall be final and binding on all parties.

6.10 When the Joint Area Committee is unable to decide a dispute or grievance, it may be submitted at the option of the moving party within thirty (30) days, to an arbitrator jointly selected by the parties from a panel of seven (7) potential arbitrators provided by the American Arbitration Association and/or the Mediation and Conciliation Service. The panel of arbitrators shall be members of the National Academy

of Arbitrators and who maintain an office in the greater Chicagoland area. Each party shall alternately strike names from the list, the moving party striking first until one arbitrator remains. The decision of the arbitrator shall be final and binding upon all parties.

6.11 The expense of the arbitrator shall be jointly paid by the Employer and the Local Union between whom the grievance or dispute exists.

6.12 The arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement.

ARTICLE 7

Jurisdictional Dispute

7.1 In the event of a jurisdictional dispute between the Unions party to this Agreement and another labor organization who is party to a collective bargaining agreement with the Employer, the Employer or the Union shall request such Unions or labor organizations involved to send representatives to a mutually agreed location to meet to settle the dispute.

7.2 The meeting referred to in Section 7.1 shall be held at a mutually agreed location within three (3) working days of the request for such a meeting by either of the disputing labor organizations, Union, or the Employer, and shall be between the Employer and the representatives of the disputing Unions and labor organizations. At this meeting, the disputing Unions and labor organizations shall submit whatever evidence and arguments they contend to support their respective positions.

7.3 Not later than twenty-four (24) hours after conclusion of the meeting referred to in Sections 7.1 and 7.2 above, the Employer shall make a written assignment of said disputed work, and serve copies of same on all interested parties.

7.4 Whenever the assignment made by the Employer in Section 7.3 above is not agreeable to the Unions or labor organizations the provisions of this Agreement shall prevail until a jurisdictional award has been made by the proper jurisdictional board of the International Unions of which the local disputing labor organizations are members. Employers agree to abide by such jurisdictional award for that project, providing that the Employer was given the opportunity to present information pertinent to the jurisdictional dispute, but there shall be no work stoppage while the settlement of this dispute is pending.

ARTICLE 8

Wages

8.1 The following rates of hourly pay shall prevail during the period herein set forth. It is agreed that the total economic package shall be retroactive to the day after the expiration date of the contract.

In addition, the Employer shall contribute one cent (\$0.01) per hour to the Chicagoland Construction Safety Council (CCSC), a non-profit organization; one cent (\$0.01) per hour to the Construction Industry Service Corporation (CISCO), a non-profit organization; and six cents (\$0.06) per hour to the MARBA Industry Advancement Fund. Collection of these amounts will be sent to the local union's office, and the contributions will then be forwarded to the respective offices.

To maintain the efficiency and skills of the workforce due to ongoing changes in equipment and technology, the parties recognize the importance of employees continuing to develop their skill and knowledge so they are qualified to deal with such changes. Therefore, effective June 1, 2005, the Employer agrees to contribute five cents (\$0.05) per hour/per employee to the Teamsters Joint Council No. 25 Training Fund.

Effective June 1, 2006, the Employer agrees to contribute an additional five cents (\$0.05) per hour/per employee who is covered by this agreement to the Teamsters Joint Council No. 25 Training Fund.

Effective June 1, 2007, the Employer agrees to contribute an additional five cents (\$0.05) per hour/per employee who is covered by this agreement to the Teamsters Joint Council No. 25 Training Fund.

Work or services performed at the construction site which includes driving trucks to and from and the spreading on the construction site or the road bed of any base material to be used for such a sub-surface which shall include but not be limited to fill, gravel, blacktop, cement, or Poz-O-Pac, and building, wrecking, excavating and renovation shall be covered by the hourly rates set forth as follows:

Allocation of the economic increase between wages and existing fringe benefit funds package shall be determined by the Local Union at least thirty (30) days prior to the scheduled date of each increase. It is further agreed that the Illinois Prevailing Wage forms will be based upon the wage package negotiated herein and will be jointly signed and executed by the parties, with the exception of Local 179, and the Unions; designated representative will submit same to the Illinois Department of Labor for certification.

8.2 The trucks listed in this Section shall be classified and drivers paid on the following axle basis:

Effective June 1, 2004**

LOCAL 179

Classification

Group 1 - 2 or 3 Axle Trucks	\$27.72
Group 2 - 4 Axle Trucks	27.87
Group 3 - 5 Axle Trucks	28.07
Group 4 - 6 Axle Trucks	28.27
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005	\$1.60 per hour
Effective June 1, 2006	1.75 per hour
Effective June 1, 2007	1.85 per hour
Effective June 1, 2008	2.00 per hour

Effective June 1, 2004**

LOCAL 301

Classification

Group 1 - 2 or 3 Axle Trucks	\$27.15
Group 2 - 4 Axle Trucks	27.30
Group 3 - 5 Axle Trucks	27.50
Group 4 - 6 Axle Trucks	27.70
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005	\$1.60 per hour
Effective June 1, 2006	1.75 per hour
Effective June 1, 2007	1.85 per hour
Effective June 1, 2008	2.00 per hour

Effective June 1, 2004**

LOCALS 330 AND 673

Classification

Group 1 - 2 or 3 Axle Trucks	\$27.90
Group 2 - 4 Axle Trucks	28.05
Group 3 - 5 Axle Trucks	28.25
Group 4 - 6 Axle Trucks	28.45
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....	\$1.60 per hour
Effective June 1, 2006.....	1.75 per hour
Effective June 1, 2007.....	1.85 per hour
Effective June 1, 2008.....	2.00 per hour

Effective June 1, 2004**

LOCAL 705

Classification

Group 1 - 2 or 3 Axle Trucks	\$26.95
Group 2 - 4 Axle Trucks	27.10
Group 3 - 5 Axle Trucks	27.30
Group 4 - 6 Axle Trucks	27.50
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....	\$1.60 per hour
Effective June 1, 2006.....	1.75 per hour
Effective June 1, 2007.....	1.85 per hour
Effective June 1, 2008.....	2.00 per hour

Effective June 1, 2004**

LOCAL 731

Classification

Group 1 - 2 or 3 Axle Trucks	\$28.05
Group 2 - 4 Axle Trucks	28.30
Group 3 - 5 Axle Trucks	28.50
Group 4 - 6 Axle Trucks	28.70
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005	\$1.60 per hour
Effective June 1, 2006	1.75 per hour
Effective June 1, 2007	1.85 per hour
Effective June 1, 2008	2.00 per hour

Effective June 1, 2004**

LOCAL 786

Classification

Group 1 - 2 or 3 Axle Trucks	\$27.625
Group 2 - 4 Axle Trucks	27.875
Group 3 - 5 Axle Trucks	28.075
Group 4 - 6 Axle Trucks	28.275
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005	\$1.60 per hour
Effective June 1, 2006	1.75 per hour
Effective June 1, 2007	1.85 per hour
Effective June 1, 2008	2.00 per hour

8.3 The classifications listed in this section shall be paid on the following basis:

GROUP 1

Frame Truck when used for transportation purposes	Mechanics Helpers and Greasers
Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors	Oil Distributors, two-man operation
Ambulances	Pavement Breakers
Articulated Dumps	Pole Trailer, up to 40 feet
Batch Gate Lockers	Pothole Repair Trucks
Batch Hopperman	Power Mower Tractors
Car and Truck Washers	Quick Change Barrier
Carry Ails	Self-Propelled Chip Spreader
Fork Lifts and Hoisters	Shipping and Receiving Clerks and Checkers
Helpers	Skipman
	Slurry Trucks, two-man operation
	Slurry Trucks, Conveyor Operated - 2 or 3 man operation

Teamsters
Unskilled Dumpmen
Warehousemen and Dockmen

Truck Drivers hauling warning lights, barricades,
and portable toilets on the job site.

GROUP 2

Dispatcher
Dump Crets and Adgetors under seven (7) yards
Dumpsters, Track Trucks, Euclids, Hug Bottom
Dump Turnapulls or Turnatrailers when pulling
other than self-loading equipment or similar
equipment under 16 cubic yards

Mixer Trucks under seven (7) yards
Ready-Mix Plant Hopper Operator
Winch Trucks, 2 Axles

GROUP 3

Dump Crets and Adgetors, seven (7) yards and
over
Dumpsters, Track Trucks, Euclids, Hug Bottom
Dump Turnatrailers or Turnapulls when pulling
other than self-loading equipment or similar
equipment over 16 cubic yards
Explosives and/or Fission Material Trucks
Mixer Trucks, seven (7) yards or over

Mobile Cranes while in transit
Oil Distributors, one-man operation
Pole Trailer, over 40 feet
Pole and Expandable Trailers hauling material
over 50' long
Slurry Trucks, one-man operation
Winch Trucks, three (3) axles or more
Mechanic - *Truck Welder and *Truck Painter

*These classifications shall only apply in areas where and when it has been a past area practice.

GROUP 4

Asphalt Plant Operators in areas where it has
been past practice
Dual-purpose vehicles, such as mounted crane
trucks with hoist and accessories

Foreman
Master Mechanic
Self-loading equipment like P.B. and trucks
with scoops on the front

The vehicles listed hereunder shall be classified, and the drivers compensated for, based upon the number of axles on each vehicle:

Bulk Tank Trucks
Buses
Dry Batch Trucks
Dump/Conveyer Trucks

Fuel Trucks
Grease Trucks
Low Boys
Scissor Trucks

Service Trucks
Telescope Trucks
Water Trucks

8.4 Drivers operating different types and sizes of equipment on the same day which they operate for two (2) hours or more shall be paid the rate governing the highest rated equipment operated for the entire day.

8.5 The Association or Employer and employee agrees to notify the Union Representative when using new types of equipment not formerly used by his company, the Negotiating committee of the Employers and the Unions shall meet to immediately negotiate the wage scale for same. The agreed rate shall be retroactive to the equipment's first day of use.

8.6 An employee's pay shall start at whatever time the employee reports for work as instructed by the Employer, or as provided for in Article 12.3, and shall not stop until his truck is through work, including filling with gasoline and oil, if requested by the Employer.

8.7 All employees shall be paid weekly and no more than five (5) days shall be withheld. Employee's paycheck to be ready for him not later than quitting time on designated payday.

8.8 The Employer shall list on each employee's check stub the amount of straight-time hours and the amount of overtime hours as well as all deductions from the check.

8.9 An employee who was injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular straight-time shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Employer's doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for the straight-time hours lost from work.

8.10 It is agreed that no individual ready-mix trucks are to be operated other than those that are company-owned or operated.

ARTICLE 9 Health and Welfare

LOCAL 731

9.1(a) The Employer shall pay to the Health and Welfare Fund, Excavating, Grading and Asphalt Craft, Local No. 731, I.B. of T., (hereinafter called "Health and Welfare Fund"), located at 1000 Burr Ridge Parkway, Burr Ridge, Illinois 60527:

Effective June 1, 2004 - \$4.50 per hour for each employee.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005	\$1.60 per hour
Effective June 1, 2006	1.75 per hour
Effective June 1, 2007	1.85 per hour
Effective June 1, 2008	2.00 per hour

9.1(b) **Penalty For Failure to Pay Health & Welfare:** The Employer recognizes the necessity of making prompt Health and Welfare contributions, the possibility that employees benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Health and Welfare Fund, the Union may strike the Employer to force payments.

This provision shall not be subject to and is specifically excluded from the grievance procedure (Article 6). Additionally, in the event the Employer has been found to be delinquent, the Employer shall be required to pay, in an addition to the actual delinquency, ten percent (10%) of the delinquent amount as liquidated damages, and accountant and attorneys fees and court costs.

Local 786

9.2(a) Effective June 1, 2004**, the Employer shall contribute and pay to the Building Material Chauffeurs, Teamsters and Helpers Welfare Fund of Chicago, the sum of \$227.00 per week for each employee covered by this Agreement who appears on the payroll at least two (2) calendar days in any calendar week, regardless of the number of hours worked, beginning with the first such week of employment.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....	\$1.60 per hour
Effective June 1, 2006.....	1.75 per hour
Effective June 1, 2007.....	1.85 per hour
Effective June 1, 2008.....	2.00 per hour

Contributions shall also be made for the weeks of paid vacation, but not if the employee's vacation time occurs during a period of layoff, leave of absence, or illness. The contributions for each employee shall not exceed 52 weeks in any calendar year. The contributions of each Employer shall be paid to said Fund on a monthly basis and shall be sent by the Employer not later than the 12th day of the month following the first month of employment. If any Employer fails to pay any contribution in accordance with this paragraph, the Trustees of said Fund may assess the Employer a penalty of 50% of the contributions due, in addition to all reasonable attorney's fees and costs of collection and costs of audit.

9.2(b) Whenever the Trustees of the Building Material Chauffeurs, Teamsters and Helpers Welfare Fund of Chicago shall certify to the Association that the assets of said Fund are less than \$250,000.00, each Employer shall contribute, effective thirty (30) days after receipt of notice thereof to the Association, an additional amount (not to exceed 80 cents per week per employee) as determined by said Trustees for each week of employment as defined in Section 1. Such additional contributions shall continue to be made by such Employers until the said Trustees shall certify to the Association that the assets of the said Trust exceed \$500,000.00, at which time such additional contributions shall cease and shall not be again resumed until the said Trustees shall again certify to the Association that the assets of the Welfare Fund Trust are less than \$250,000.00.

9.2(c) It is understood and agreed that the sole liability of the Employer, under the above-entitled Welfare Program, shall be the payment of its contributions to the above named Welfare Trust as provided above. The Employer shall not be liable for the purchase of any Welfare Insurance or the payment of any Welfare benefit.

9.2(d) The Trust Agreement and Health and Welfare Agreement jointly entered into and executed shall be considered as a part of this agreement

9.2(e) The Employer hereby agrees to be bound by the Agreements and Declarations of Trust creating said Welfare Fund and by any future amendments thereto, and hereby designates as its representatives on the Board of Trustees, such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust, as it may be amended from time to time; and further agrees to be bound by all action taken by said Employer Trustees pursuant to said Agreement and Declaration of Trust, as amended from time to time.

Locals 179, 301, 330 673 and 705

9.3(a) FOR LOCAL 179 - Effective June 1, 2004**, the Employer shall pay the sum of \$213.20 per week for each regular employee covered by this Agreement who performs any work in such week into a trust fund set up by the Trust Agreement now in effect in the aforementioned Union Locals for the payment of Health and Welfare benefits as determined by a Board of Trustees.

FOR LOCAL 301 - Effective June 1, 2004**, the Employer shall pay the sum of \$188.00 per week for each regular employee covered by this Agreement.

FOR LOCAL 330 - Effective June 1, 2004**, the Employer shall pay the sum of \$214.00 per week for each regular employee covered by this Agreement who performs any work in such week into a trust fund set up by the Trust Agreement now in effect in the aforementioned Union Locals for the payment of Health and Welfare benefits as determined by a Board of Trustees.

FOR LOCAL 673 - Effective June 1, 2004**, the Employer shall pay the sum of \$214.00 per week for each regular employee covered by this Agreement who performs any work in such week into a trust fund set up by the Trust Agreement now in effect in the aforementioned Union Locals for the payment of Health and Welfare benefits as determined by a Board of Trustees.

FOR LOCAL 705 - Effective June 1, 2004**, the Employer shall pay the sum of \$194.00 per week for each regular employee covered by this Agreement.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005	\$1.60 per hour
Effective June 1, 2006	1.75 per hour
Effective June 1, 2007	1.85 per hour
Effective June 1, 2008	2.00 per hour

9.3(b) Any disagreement with respect to the eligibility, time and method of payments, payments during periods of employee illness or disability, method of enforcement of payment and related matters shall be determined by such Trustees. The Fund shall in all respects be administered in accordance with the Trust Agreement. The method and amount of payment shall be as follows:

FOR LOCAL 179: The amount of \$213.20 per employee per week effective June 1, 2004**, shall be contributed for each regular employee other than casual or emergency employees, covered under the Collective Bargaining Agreement for any week in which such employee performs any service for the Employer.

FOR LOCAL 301: The amount of \$188.00 per employee per week effective June 1, 2004**, shall be contributed for each regular employee other than casual or emergency employees.

FOR LOCAL 330: The amount of \$214.00 per employee per week effective June 1, 2004**, shall be contributed for each regular employee other than casual or emergency employees, covered under the Collective Bargaining Agreement for any week in which such employee performs any service for the Employer.

FOR LOCAL 673: The amount of \$214.00 per employee per week effective June 1, 2004**, shall be contributed for each regular employee other than casual or emergency employees, covered under the Collective Bargaining Agreement for any week in which such employee performs any service for the Employer.

FOR LOCAL 705: The amount of \$194.00 per employee per week effective June 1, 2004**, shall be contributed for each regular employee other than casual or emergency employees.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....\$1.60 per hour
Effective June 1, 2006..... 1.75 per hour
Effective June 1, 2007..... 1.85 per hour
Effective June 1, 2008.....2.00 per hour

9.3(c) Payment shall be made on casual or emergency employees who are defined for this purpose only, as employees who are not on a seniority list and such payment shall be made for the days actually worked at the rate of \$42.64 per day for Local 179, \$37.60 for Local 301, \$42.80 for Local 330, \$42.80 for Local 673, \$38.80 for Local 705, effective June 1, 2004**.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....\$1.60 per hour
Effective June 1, 2006..... 1.75 per hour
Effective June 1, 2007..... 1.85 per hour
Effective June 1, 2008.....2.00 per hour

9.3(d) If any regular employee is absent because of non-occupational illness or injury, the required \$213.20 for Local 179, \$188.00 for Local 301, \$214.00 for Local 330, \$214.00 for Local 673, \$194.00 for Local 705, contribution effective June 1, 2004**, the Employer shall continue to make contributions for a period of four (4) weeks.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....\$1.60 per hour
Effective June 1, 2006..... 1.75 per hour
Effective June 1, 2007..... 1.85 per hour
Effective June 1, 2008.....2.00 per hour

9.3(e) If any regular employee is absent because of occupational illness or injury, the required \$213.20 for Local 179, \$188.00 for Local 301, \$214.00 for Local 330, \$214.00 for Local 673, \$194.00 for Local 705, contribution effective June 1, 2004**, the Employer shall continue to make contributions until the employee returns to work, or for a period of twelve (12) months, whichever is the shorter.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....\$1.60 per hour
Effective June 1, 2006..... 1.75 per hour
Effective June 1, 2007..... 1.85 per hour
Effective June 1, 2008.....2.00 per hour

9.3(f) The obligation to make the above contributions shall continue during periods when the Collective Bargaining Agreement is being negotiated, except during a strike.

9.3(g) The Employer agrees that it is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof; the Employer hereby designates as its

representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time; and further, agrees to be bound by all action taken by said Employer Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

9.3(h) Penalty for Failure to Pay Health and Welfare: The Employer recognizes the necessity of making prompt Health and Welfare contributions, the possibility that employees benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Health and Welfare Fund, the Union may strike the Employer to force payments. This provision shall not be subject to and is specifically excluded from the grievance procedure, (Article 6). Additionally, in the event the Employer has been found to be delinquent, the Employer shall be required to pay in an addition to the actual delinquency, ten percent (10%) of the delinquent amount as liquidated damages, and accountant and attorney fees and court costs.

9.3(i) Health and Welfare "Reserve": The Employer agrees to deduct from the paycheck of employees covered by this Agreement, voluntary contributions to a reserve for the Health and Welfare Fund. The Employer, upon receipt of a written check-off authorization form signed by the employee, agrees to deduct the amount of sixty cents (60¢) per hour for the express purpose of reserving such monies to be used solely for the purpose of payment of self-contribution to the Health and Welfare Fund while the employee is off work, and the Employer is not obligated to contribute on his/her behalf.

The employer shall transmit such deductions on a monthly basis to the local union's Health and Welfare Fund, the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employee's social security number and the amount deducted from that employee's paycheck.

If an employee does not deplete the entire amount of his/her "reserve" contributions, the remainder will be refunded back to the employee on June 1st of the following year. It is the express responsibility of the employee to cover any deficit, which may occur after his/her "reserve" contributions have been depleted.

Whenever the employee wishes to discontinue such deductions, he/she will notify both the Employer and the local union in writing before the 12th day of the month, to discontinue such deductions effective the first of the following month.

It is agreed that all such deductions will be strictly on a voluntary basis.

For All Local Unions

9.4(a) Article 9.4(a) shall apply to all Locals and become a part of each Local's Welfare Fund.

The Employer recognizes the necessity of making prompt Health and Welfare contributions, the possibility that employee's benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Health and Welfare Fund, the Union may strike the Employer to force payments. This provision shall not be subject to and is specifically excluded from the grievance procedure (Article 6). Additionally, in the event the Employer has been found to be delinquent, the Employer shall be required to pay in an addition to the actual delinquency, ten percent (10%) of the delinquent amount as liquidated damages, and accountant and attorneys fees and court costs.

9.4(b) The calendar week shall be Sunday through Saturday.

9.5 Any Employer who is found to be in violation of the wage or benefit contribution rates as provided by the Agreement shall deposit with the office of the Local Union or Trust, as applicable, a Surety Bond to guarantee the payment of such wage and benefit contributions. The amount of the bond shall be \$50,000. Determination of the delinquency shall be made by the Trustees of the respective Trust Funds and in the case of wages by the Office of the Union. The Union shall provide written notice to MARBA of any delinquency in wages or fringe benefit contributions as defined herein and the Union will stop providing drives to Employers who are delinquent until said delinquency has been cured.

ARTICLE 10
Pension Fund

Local 731

10.1(a) The Employer shall pay to the Local 731 Excavators and Pavers Pension Fund (hereinafter called "Pension Fund"), located at 1000 Burr Ridge Parkway, Burr Ridge, Illinois 60527, the sum of \$3.30 per hour effective June 1, 2004**, for each hour worked by the employees covered by this Agreement.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....	\$1.60 per hour
Effective June 1, 2006.....	1.75 per hour
Effective June 1, 2007.....	1.85 per hour
Effective June 1, 2008.....	2.00 per hour

10.1(b) The Employer shall also submit a Remittance Report in a form to be furnished by the Administrators of the Health and Welfare and Pension Fund showing the name of each employee employed during the period for which the report is made. The Remittance Form and required contributions shall be submitted each month to the Administrator of each Fund not later than the twentieth (20th) day of the month following the month for which contributions are due.

10.1(c) The Employer agrees that it is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof; the Employer hereby designates as its representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time; and further, agrees to be bound by all action taken by said Employer Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

10.1(d) Penalty for Failure to Pay Pension: The Employer recognizes the necessity of making prompt Pension contributions when required, the possibility that employee's benefit standing could be placed in jeopardy if required contributions are not timely made, and the concern of the Union that all eligible employees are covered by such required contributions.

Whenever the Employer is delinquent in making required payments to the Pension Funds, the Union may strike the Employer to force required payments. This provision shall not be subject to and is specifically excluded from the grievance procedure (Article 6). If an Employer fails to pay any required contributions due in accordance with this Article, the Trustees of the respective Fund may assess the Employer a penalty of ten percent (10%) of the required contributions due as liquidated damages in addition to all reasonable attorney fees, accountant fees and cost of collection.

Local 786

10.2(a) Effective June 1, 2004**, the Employer shall contribute to the Local Union 786 Building Material Pension Fund the sum of \$100.00 per week per employee who appears on the payroll at least two (2) days in any calendar week, regardless of the number of hours worked; provided the employee has been on the Employer's payroll at least thirty (30) days.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005	\$1.60 per hour
Effective June 1, 2006	1.75 per hour
Effective June 1, 2007	1.85 per hour
Effective June 1, 2008	2.00 per hour

Contributions shall also be made for the weeks of paid vacation but not if the employee's vacation time occurs during a period of layoff, leave of absence, or illness. The contributions for each employee shall not exceed 52 weeks in any calendar year.

10.2(b) The Pension Program shall be administered by four (4) Trustees appointed by the Northern Illinois Ready Mix and Material Association and four (4) Trustees appointed by the Union, who shall jointly administer the Pension Fund as provided in the Trust Agreement and any and all other agreements to be jointly executed by the parties thereto, all of which shall be in accordance with the provisions of the Labor Management Relations Act of 1947 and shall qualify under the appropriate provisions of the Internal Revenue Code of 1948, as amended, so as to insure that the Employer contributions thereto will be deductible as ordinary business expenses for income tax purposes.

10.2(c) The Trust Agreement and Pension Agreement jointly entered into and executed shall be considered as part of this Agreement.

10.2(d) Employer hereby agrees to be bound by the Agreement and Declaration of Trust creating said Pension Fund and by any future amendments thereto, other than that the Trustees shall have no right to amend the Trust Agreement changing the amounts of contribution required under this contract and hereby designates as its representatives on the Board of Trustees, such Trustees as are named in this Agreement and Declaration of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreement, and said Declaration of Trust as it may be amended from time to time; and further agrees to be bound by all action taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust as amended from time to time. If an Employer fails to pay any contributions due in accordance with this Article, the Trustees of said Fund may assess the Employer a penalty of 50% of the contributions due in addition to all reasonable attorney's fees and costs of collection and audit.

10.2(e) The obligation to make Health and Welfare and Pension contributions shall continue during periods when a new collective bargaining agreement is being negotiated unless there is a work stoppage or lockout.

Locals 179, 301, 330, 673 AND 705

10.3(a) FOR LOCAL 179 - Effective June 1, 2004**, the Employer shall pay the sum of \$132.00 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

FOR LOCAL 301 - Effective June 1, 2004**, the Employer shall pay the sum of \$180.00 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

FOR LOCAL 330 - Effective June 1, 2004**, the Employer shall pay the sum of \$124.00 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

FOR LOCAL 673 - Effective June 1, 2004**, the Employer shall pay the sum of \$124.00 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

FOR LOCAL 705 - Effective June 1, 2004**, the Employer shall pay the sum of \$181.00 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

**There shall be an increase in wages and/or fringe benefits (Health & Welfare Fund and Pension Fund) according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective June 1, 2005.....\$1.60 per hour
Effective June 1, 2006..... 1.75 per hour
Effective June 1, 2007..... 1.85 per hour
Effective June 1, 2008..... 2.00 per hour

FOR LOCALS 179, 301, 330 AND 673 - A calendar week is Sunday through Saturday.

Starting with the first worked day of the week, the Employer will pay 25% of the weekly contribution for each day the employee worked, with a cap of four (4) days.

FOR LOCAL 705 - A calendar week is Sunday through Saturday. The Employer shall pay into the Pension Fund the amount per week stated in Article 10 (Pension) for each regular employee covered by this Agreement who performs work on any two (2)-calendar days in any calendar week.

10.3(b) The method of paying and calculating such contributions, excepting only as to amounts, shall be in accordance with the provisions set forth above with respect to Health and Welfare payments. The Pension Trust shall be administered by a Board of Trustees in accordance with the Trust Agreement.

10.3(c) The Employer agrees that it is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof; the Employer hereby designates as its representatives on the Board of Trustees of said Funds such Trustees as are named in such Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time; and further, agrees to be bound by all action taken by said Employer Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

10.3(d) Penalty for Failure to Pay Pension: The Employer recognizes the necessity of making prompt Pension contributions, the possibility that employee's benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Pension Funds, the Union may strike the Employer to force payments. This provision shall not be subject to and is specifically excluded from the grievance procedure, Article 6. If an Employer fails to pay any contributions due in accordance with this Article, the Trustees of the respective Fund may assess the Employer a penalty of 10% of the contributions due as liquidated damages in addition to all reasonable attorney fees, accountant fees and cost of collection.

10.4(a) Article 10.4(b) shall apply to all Locals, **(except Local 786)** and become a part of each Local's Pension Fund.

10.4(b) The Employer recognizes the necessity of making prompt Pension contributions, the possibility that employee's benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that all eligible employees are covered by such contributions.

Whenever the Employer is delinquent in making payments to the Pension Funds, the Union may strike the Employer to force payments. This provision shall not be subject to and is specifically excluded from the grievance procedure, Article 6. If an Employer fails to pay any contributions due in accordance with this Article, the Trustees of the respective Fund may assess the Employer a penalty of ten percent (10%) of the contributions due as liquidated damages in addition to all reasonable attorney fees, accountant fees and cost of collection.

10.5 Any Employer who is found to be in violation of the wage or benefit contribution rates as provided by the Agreement shall deposit with the office of the Union Local or Trust, as applicable, a Surety Bond to guarantee the payment of such wage and benefit contributions. The amount of the bond shall be \$50,000. Determination of the delinquency shall be made by the Trustees of the respective Trust Funds and in the case of wages by the Office of the Union. The Union shall provide written notice to MARBA of any delinquency in wages or fringe benefit contributions as defined herein and the Union will stop providing drivers to Employers who are delinquent until said delinquency has been cured.

ARTICLE 11 Check-Off

11.1 Upon receipt of a written authorization from the employee on a form provided by the Union, the Employer agrees to deduct initiation fees and reinitiation fees and monthly Union dues from the pay of each such employee in the amount and manner prescribed by the Union in accordance with its Constitution and By-Laws, and shall remit same to the Union within ten (10) days from its collection.

11.2 The Union shall indemnify, defend, and save the company harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken, or not taken by the company for the purpose of complying with any provisions of this Article or reliance upon any list, notices, or assignments furnished under this Article.

ARTICLE 12 Working Hours and Overtime

12.1 Eight (8) continuous hours (not including meal period referred to Article 12.7) shall constitute a work day. Forty (40) straight-time hours, Monday through Saturday, shall constitute a workweek, without regard to the weekly pay period as established by the Employer.

12.2(a) Time and one-half (1-1/2) shall be paid for all time worked over eight (8) hours in any one day, and over forty hours in any one week, Monday through Friday and hours worked on Saturday (unless an employee works a Saturday as a make-up day as determined in this section). Effective upon execution of this agreement, if an employee calls off or voluntarily leaves work before the workday is concluded for any reason or misses hours of work because of weather or conditions beyond the control of the Employer during the Monday through Friday work week, then Saturday shall be paid as a non-premium make-up day. Otherwise, Saturday shall be paid at the applicable overtime rate of time and one-half (1-1/2) for all hours worked.

12.2(b) If any employee calls off at his own initiative on a regular scheduled workday during the work week and is put to work on Saturday as a make-up day, he shall be guaranteed four (4) continuous hours of work at his applicable straight-time hourly rate of pay for that day.

12.3 Employees starting work after 12:00 Noon shall be paid a fifty cent (\$0.50) per hour shift differential in addition to their straight-time hourly rate for all work performed on a second shift and employees starting to work between 10:00 P.M. and 1:00 A.M. shall receive fifty cents (\$0.50) per hour in addition to their straight-time hourly rate for third shift.

12.4 On any building project of five million dollars or more, the following shall apply:
Double time shall be paid for all time worked over eight (8) hours in any one day. Double time shall be paid for all time worked over forty (40) hours in any one week, Monday through Friday. Double time shall be paid for all work done on Saturday. **This shall apply only to the geographic jurisdiction of Local 179.**

12.5 If an employee is ordered to start work by his Employer, Monday through Friday, he shall not receive less than four (4) hours straight-time pay. If an employee works more than four (4) hours in any one workday, Monday through Friday, he shall be guaranteed eight (8) hours of pay for that day. If he starts work on a make-up day, Saturday, Sunday and holidays, he shall not receive less than four (4) hours pay at the applicable hourly rate.

12.6 All Sunday work shall be double time.

12.7 One-half hour meal period will fall between the fourth (4th) and the end of the fifth (5th) hour on all shifts.

12.8 Employers who require a Teamster employee to be out-of-town and stay overnight, shall reimburse the employee for expenses in a reasonable and customary manner, upon proof of receipt.

12.9 Employees who report for work shall receive one (1) hour of pay at the straight time rate of pay for reporting. The employee must stay on the job to qualify for the one (1) hour of pay. The Employer may establish a call off system to provide notice to employees that no work is available.

ARTICLE 13

General Conditions

13.1 Seniority.

13.1(a) Seniority, as the term is used herein, means the length of continuous service of any regular employee from the date of first employment by the Employer as hereinafter provided.

13.1(b) New employees shall be regarded as probationary employees until they have acquired seniority rights. Probationary employees shall attain seniority rights when they have been actually at work in the employ of the Employer for a total of thirty (30) worked days, or sixty (60) calendar days, whichever comes first. There shall be no responsibility for the re-employment of probationary employees if they are laid-off or discharged prior to attaining seniority rights. After thirty (30) worked days, or sixty (60) calendar days, whichever comes first, of employment as above defined, the names of such employees shall be placed on a seniority list as provided in Section 13.1(b) with a service credit of thirty (30) days, reverting back to the first day of hire. The Union shall receive a seniority list upon request.

Any employee covered by this Agreement who accepts a promotion to a salaried position with the Employer shall retain all previously accumulated seniority for a period of twelve (12) consecutive months.

13.1(c) In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid-off employee.

13.1(d) The re-hiring procedure shall be the reverse of the lay-off procedure. When work increases, employees laid off shall be notified to report to work in order of seniority.

13.1(e) Failure by an employee to return to work within five (5) consecutive working days after notice or attempted notice, by phone or certified mail to the employee's last known phone number or address, and a copy being sent to the Local Union office, will result in loss of seniority rights. The Local Union office shall be notified by the Employer the same day as the employee. The five (5) consecutive days do not begin to run until the Union has been notified by the Employer.

The Union may furnish temporary drivers if requested to do so, until the laid-off employee shall report to work.

13.1(f) If there are any breakdowns or shut-downs during the day, a man whose vehicle is broken down or whose operations are shutdown shall go home for the completion of the work day and shall be paid as provided in Article 12; however, the Employer may assign him to perform other duties at his prevailing wage rate for that day. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.

13.1(g) Seniority shall be broken by discharge, voluntary quit, failure to report after five (5) working days as outlined in Section 13.1(e), or by a layoff for twelve (12) consecutive months.

13.1(h) Where employees have been scheduled the night before from the permanent location, and due to circumstances some jobs are canceled, the Employer shall not be required to change the schedule for the following day. Seniority shall prevail on the next following day.

13.1(i) Where the same Employer has more than one job in progress, working out of different garages or parking sites and at the starting time of the job, due to weather or other conditions beyond the Employer's control, the job is not able to work and no decision can be made as to when the job can go, such layoffs shall not exceed more than two (2) working days, after the expiration of two (2) days the employee according to his company seniority shall be entitled to transfer to another job of the Employer if there are employees of less seniority working for the Employer on another job. When an employee requests a transfer to another job site, such employee shall stay at said job site until its completion or until employee is laid-off.

Notwithstanding the foregoing, the Employer may permit a transfer immediately upon the layoff without waiting two (2) days.

All employees domiciled at the same location will be assigned to work according to their seniority, providing they are qualified. This will not affect the daily starting time.

13.2 When hauling blacktop or similar material, drivers shall have a platform to stand on to roll their tarps at the plant.

13.3 Employee who is required to work through their meal period and does work through their meal period shall be paid the straight-time hourly rate for such time worked.

13.4 If the employee is directed to take a truck to a job site or a garage and leave it at same, he shall be compensated until he returns to his original start.

13.5 Shift seniority shall prevail on selection of shifts in truck shop providing the mechanics have equal qualifications.

13.6 Employee when told to park on a jobsite, the Employer shall with all possible means have the employee living nearest to the job site report for work there, if qualified.

13.7 The Union agrees that they will not be a party to establish a slowdown of transportation equipment and should such conditions arise, do everything possible to eliminate same. The Union further agrees that the employees shall cooperate with the Employer in keeping the equipment operating in an efficient manner, i.e. will not sabotage said Employer's equipment.

ARTICLE 14 Labor Work

14.1 Chauffeurs are exempt from all labor work except when necessary to clean their truck body or to maintain the safety of their vehicles in the event of an emergency or breakdown. Chauffeurs may be required to act as flagman upon request by the Employer. Chauffeurs shall operate one vehicle only unless said vehicle is replaced with another. Chauffeurs shall maintain their trucks at the job site for loading until quitting time. Supply and service truck drivers shall load and unload their vehicles, except where doing so will infringe on the work of other trades or where the equipment or material to be loaded or unloaded is unreasonably heavy and help is needed, it will be supplied.

14.2 Dump Man: A dump man shall be employed when there are two (2) or more pieces of equipment covered by this Agreement engaged in the hauling and dumping of dirt, blacktop, road gravel, and other solid filling material. This paragraph shall only apply in areas where and when it has been a past area practice.

14.3 The Employer shall equip all trucks and tractors with workable heaters and defrosters.

ARTICLE 15 Non-Discrimination

15.1 The Employer and the Union agree they will continue not to discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age (to the extent prohibited by law), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of their race, color, religion, sex, national origin, or age (to the extent prohibited by law).

ARTICLE 16 Employment Termination

16.1 No Discrimination.

16.1(a) There shall be no discrimination on the part of the Employer against any employee nor shall any employee be discharged for any union activity not interfering with the proper performance of their work.

16.1(b) The Employer shall not discharge any employee because of race, creed, national origin, or sex, or age; nor because the employee has demanded the wages, overtime or other benefits to which this Agreement entitles them.

16.2 Discharge or Suspension: The Employer shall not discharge or suspend any employee without just cause.

ARTICLE 17
Holidays

Locals 179, 301, 330, 673 and 705

17.1(a) Double time shall be paid for all work done on Sundays and the following legal holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

17.1(b) Holidays shall be observed on the date that they fall except that holidays falling on a Sunday shall be observed the following Monday.

Local 731

17.2(a) Qualified employees covered by this Agreement shall receive eight (8) hours straight-time pay as holiday pay (without working) for the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

To qualify for holiday pay, an employee must fulfill all of the following requirements:

- i. Must have earned a vacation the previous year OR have worked thirty-one (31) days in the current year before the holiday or have seniority as stated in Article 13; and
- ii. Work the scheduled work day before and the scheduled work day after the holiday; and
- iii. Work one (1) day in the holiday week; and
- iv. Work one (1) scheduled working day after the holiday.

17.2(b) If any of the above mentioned holidays in Section 17.2(a) is worked, double time shall be paid for all hours worked in addition to the holiday pay. If a paid holiday falls within an employee's vacation period, he shall receive his vacation pay plus eight (8) hours pay at straight-time for the holiday or, by agreement with Employer prior to taking his vacation, an extra day's vacation with pay in lieu of the holiday pay. If any of the above listed holidays falls on a Saturday, it shall nevertheless be a paid holiday under this Article.

17.2(c) Holidays shall be observed on the date that they fall except that holidays falling on a Sunday shall be observed the following Monday.

Local 786

17.3(a) Qualified employees covered by this Agreement shall receive eight (8) hours straight-time pay as holiday pay (without working) for the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

To qualify for holiday pay, an employee must fulfill all of the following requirements:

- i. If he is in his first year of employment with the same Employer, he must have worked either two (2) months or for 200 straight-time hours for that Employer, and have been recalled and returned to work within 120 days after the holiday concerned.
- ii. If he is in his second or more years of employment with the same Employer, he must have been recalled and returned to work within 120 days after the holiday concerned.
- iii. He must work the scheduled workday before and after the holiday, unless excused from so working because of illness or death in the immediate family.

17.3(b) If a qualified employee works on any of the above listed holidays, he shall be paid double time for all hours worked with a guarantee of eight (8) hours of work or its equivalent in pay in addition to the applicable above holiday pay at the employee's appropriate wage rate.

17.3(c) If a paid holiday falls within an employee's vacation period, he shall receive his vacation pay plus eight (8) hours pay at straight-time for the holiday, or by agreement with his Employer prior to taking

his vacation, an extra day's vacation with pay in lieu of the holiday pay. If any of the above listed holidays falls on a Saturday, it shall nevertheless be a paid holiday under this Article.

17.3(d) Holidays shall be observed on the date that they fall except that holidays falling on a Sunday shall be observed the following Monday.

ARTICLE 18 Vacations and Leaves of Absence

Locals 179, 301, 330, 673, and 705

18.1(a) Vacations may be taken by mutual agreement between the Employer and employee.

Leaves of absence shall be granted to employees by mutual agreement between the Employer, the Local Union, and the employee. Such leaves when granted, shall be in writing, by the Employer and the employee each signing three (3) copies, one (1) of which shall be retained by each of them and the third copy to be retained by the Union.

Local 731

18.2(a) Any employee having worked 900 straight-time hours, or more, in any one calendar year for the same Employer shall be entitled to one (1) week vacation with pay. In computing straight-time hours of such an employee who has so worked, no more than forty (40) straight-time hours shall be credited in any one week.

18.2(b) Any employee having worked 900 straight-time hours or more in any one calendar year for the same Employer, and who shall have worked for the said Employer at least 900 straight-time hours in each of two (2) preceding years without a break in seniority, shall be entitled to a two (2) week vacation with pay.

18.2(c) Any employee having worked 900 straight-time hours or more in any one calendar year for the same Employer, and who shall have worked for the same Employer at least 900 straight-time hours in each of ten (10) preceding years, without a break in seniority, shall be entitled to a three (3) week vacation with pay.

18.2(d) Any employee having worked 900 straight-time hours or more in any one calendar year for the said Employer, and who shall have worked for the same Employer at least 900 straight-time hours in each of twenty (20) preceding years, without a break in seniority, shall be entitled to a four (4) week vacation with pay.

18.2(e) The contractor is to pay the employee his or her vacation when he or she has earned it without taking time off, or no later than December 31st of the year he or she earned it. Vacations shall be taken at such time as agreed upon between the Employer and the employee.

18.2(f) In computing 900 straight-time hours in this paragraph referred to an employee hurt or sick due to working conditions and being covered under compensation insurance and having actually worked 750 hours, shall be credited, for vacation purposes only, with such additional straight-time hours he would have worked in the anniversary year had he not been injured, but not more than forty (40) hours per week.

18.2(g) Leave of Absence: Leave of absence shall be granted to employees by mutual agreement between the Employer, the Local Union, and the employee. Such leave, when granted, shall be in writing, by the Employer and the employee each signing three (3) copies, one of which shall be retained by each of them and the third copy to be retained by the Union.

18.2(h) Contractors signatory to this Agreement who may be either the prime contractor or co-venture contractors who perform cross country pipeline work, as covered by the National Pipeline Agreement, shall for the purpose of computing vacation and holiday pay, combine hours worked on both pipeline work and construction work covered by the Local Area Agreement.

18.2(i) Holidays and Vacations - (In Pipeline Agreement) Cook County, Illinois Zone #4 in the National Pipeline Agreement

Vacations and Holidays: All contractors performing work under the terms and conditions of this Agreement, who are signatory to the Local Heavy and Highway Agreement shall pay holidays and vacations to their employees covered by this Agreement at the rate of fifty cents (\$.50) per hour for all hours worked in addition to the applicable hourly rate for the classifications of work being performed by the employee.

Local 786

18.3(a) Any employee having worked 900 straight-time hours or more in any one anniversary year for the same Employer shall be entitled to one (1) week vacation with pay. In computing straight-time hours of such an employee who has so worked, no more than forty (40) straight-time hours shall be credited in any one week. Where an employee has been injured in the course of his employment with such Employer, and he shall have worked at least 750 straight-time hours during the anniversary year in which the injury occurred, for the purpose of computing the required 900 straight-time hours, he shall be credited with such straight-time hours he would have worked had he not been injured, but in no event shall he be credited for vacation purposes only, with more than forty (40) straight-time hours in any one week, or more than 250 straight-time hours in the anniversary year. It is understood and agreed that no straight-time hours shall be credited beyond the anniversary year.

18.3(b) Any employee who shall have worked for the same Employer at least 900 straight-time hours in each of the two (2) preceding consecutive years, shall be entitled to a two (2) week vacation with pay. In computing the 900 straight-time hours in this paragraph referred to, of an injured employee, the employee shall have actually worked 750 or more straight-time hours, but shall be credited for vacation purposes only, with such additional straight-time hours he would have worked in the anniversary year had he not been injured. In no event shall such injured employee be credited with more than forty (40) straight-time hours in any one week.

18.3(c) Any employee who shall have worked for the same Employer at least 900 straight-time hours in each of the ten (10) preceding consecutive years, shall be entitled to a three (3) week vacation with pay. In computing the 900 straight-time hours in this paragraph referred to, of an injured employee, the employee shall have actually worked 750 or more straight-time hours, but shall be credited, for vacation purposes only, with such additional straight-time hours he would have worked in the anniversary year had he not been injured. In no event shall such injured employee be credited with more than forty (40) straight-time hours in any one week.

18.3(d) Any employee who shall have worked for the same Employer at least 900 straight-time hours in each of the twenty (20) preceding consecutive years, shall be entitled to a four (4) week vacation with pay. In computing the 900 straight-time hours in this paragraph referred to, of an injured employee, the employee shall have actually worked 750 or more straight-time hours, but shall be credited for vacation purposes only, with such additional straight-time hours he would have worked in the anniversary year had he not been injured. In no event shall such injured employee be credited with more than forty (40) straight-time hours in any one week.

18.3(e) Prior to the time of taking a vacation, employee shall be paid their check in payment of such vacation time.

18.3(f) Vacations earned by an employee shall be taken by such employee between the dates of May 1st and October 31st of each year covered by this Agreement unless otherwise mutually agreed upon.

18.3(g) The vacation period of each qualified employee shall be set with due regard to the seniority and preference of the employee.

18.3(h) If for any reason an employee does not take such vacation as he may have earned, but postpones same until a subsequent time, the basis of compensating such employee for such deferred vacation shall be the rate of pay in effect for the period during which he earned the vacation. Vacations which may have been earned by an employee prior to the date of this Agreement, but which such employee has not taken for any reason, shall be compensated for on the basis of the wage rate in effect at the time such vacation was earned.

18.3(i) The employee's subsequent period of eligibility for vacation shall begin with the anniversary date of his employment. Any employee who is laid-off or discharged and has put in his full qualifying hours shall receive his vacation pay at the time of quitting, layoff or discharge.

ARTICLE 19 Owners-Drivers

19.1 Owner-Drivers operating their own vehicle are covered within the terms and conditions of this Agreement as to hours, wages, overtime, supplemental allowances, working conditions, and other provisions to the extent permitted by law. Separate checks for wages and equipment shall be issued by the Contractor to such owner-drivers and the Contractor shall maintain proper books and records for inspection by the Union to determine the Contractor's compliance with the provisions of this Agreement including the specific provisions of this Article. The books and records (including payroll records, time cards, owner-driver operating expenses, etc.) shall be produced at the Union headquarters upon reasonable notice.

19.2 Detailed statements shall be furnished by the contractor to such owner-drivers at least once a month, designating all such owner-drivers' income and expenses for the month. Any money due at this time must be paid.

19.3 Each Employer will identify each and every such owner-driver to the Union regardless of whether or not the vehicle is licensed in the name of the driver or the lessee.

19.4 The Employer reserves the right to control the manner, means and details of and by which such owner-driver performs his services, as well as the ends to be accomplished.

19.5 Such owner-drivers shall receive the full wages, supplemental allowances, and all working conditions provided in this Agreement, and shall receive as a minimum salary after payment of all direct and indirect vehicle operating expenses, a sum equal to the wage and benefit amounts he would have received for the equivalent time worked on that date as an hourly-rated driver. If the Contractor does not provide satisfactory evidence that an owner-driver is paid as provided under this Article, the Contractor shall upon three (3) working days notice, discontinue use of such owner-driver.

19.6 Such owner-driver shall have complete freedom to purchase gasoline, oil, grease, tires, tubes, etc. including repair work, at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

19.7 The Employer agrees not to enter into any agreement or contract with such owner-driver, either individually or collectively, which in any way conflicts with any of the terms or provisions of this Article. Any such agreement shall be null and void.

19.8 In no event shall such owner-driver's wages be paid on a percentage basis.

19.9 Nothing in this Article shall be construed or interpreted to require any contractor to contribute to any fringe benefit fund for the hours worked by an owner-driver.

ARTICLE 20 Mechanic's Tools

20.1(a) If a mechanic's tools are lost or stolen through fire or burglary on the Employer's premises or job site, the Employer will replace the tools at no cost to the mechanics. The mechanic shall be paid in accordance with the inventory list that is on file with the company prior to the loss. The employee will update the inventory list annually. If the employee fails to provide Employer with said inventory list, the Employer shall not be liable for said tools.

20.1(b) The maximum benefit payable due to theft or fire shall be twenty-five thousand dollars (\$25,000) plus the replacement cost of the tool box(s), provided the inventory provision of this Article is complied with.

20.2 The Employer shall furnish for use by the mechanic the necessary sockets over one-half inch (1/2") drive at no cost to the mechanic.

20.3 There must be at least two (2) employees on duty in the shop at all times during the night shift.

ARTICLE 21 Job Access by Union - Stewards

21.1 The Business Representative shall have the privilege to visit any job to enforce the provisions of this Agreement.

21.2 The Employer recognizes the right of the Union to designate job stewards. If requested by the Local Union, the steward shall have preference for overtime, Saturday, Sunday and holiday work and shall be the last man laid off at the conclusion of a project, provided he is qualified to perform the work. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

(a) *The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement.*

(b) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information

- i.** Have been reduced to writing, or,
- ii.** if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-down, refusal to handle goods or any other interference with the Employer's business.

(c) Job stewards have no authority to take strike action or any other action interrupting the Employer's business.

(d) The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts by the job stewards. The Employer in so recognizing such limitations, shall have the authority to impose discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement and any action taken by the Employer shall not be subject to the grievance and arbitration procedure.

21.3 A job steward shall be a competent working Teamster.

21.4 A steward shall not leave the job during working hours unless authorized by the Employer.

ARTICLE 22 Protection of Rights

22.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of Unions party to this Agreement, and including lawful primary picket lines at the Employer's places of business. In the application of this Article it is immaterial if the labor dispute or picketing is illegal if the labor dispute or picketing is primary.

22.2 This Article in its entirety is excluded from the application of the grievance procedure of this Agreement.

ARTICLE 23 Separate Agreements

23.1 It is agreed that the Employer or the employee and the Union will not be asked to make any written or verbal agreement which may conflict with this Agreement.

ARTICLE 24 Compliance with Safety and Traffic Laws

24.1 No employee shall be responsible for the purchase or display of City or State License tags or plates. Overloading of trucks shall be the responsibility of the Employer unless it is due to employee's negligence. If any employee is arrested or is issued a summons because of faulty equipment, failure to display tags or licenses, overloading or overweight, he shall not be required to surrender his chauffeur's license in lieu of bond, and if he is thereby to appear in Court on behalf of his Employer, he shall be reimbursed for his lost time at his regular straight-time hourly rate of pay unless it is due to employee's negligence.

ARTICLE 25 Economic Loss

25.1 Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement, and shall be paid the increase in wages herein negotiated.

ARTICLE 26
Inspection Privileges

26.1 Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement which shall include the right to inspect and audit those specific payroll records, time cards and sheets as may relate to a particular grievance or grievances alleging nonpayment or improper payment of wages, health and welfare or pension contributions. Such records shall be produced at a place mutually agreed upon.

26.2 Employers shall keep a permanent daily payroll record of all employees and of hours worked by employees employed on a time basis showing starting and quitting time. Notwithstanding the limitations of Section 1 above, such records effective June 1, 1991, shall be preserved for a period of not less than forty-six (46) months, and shall be subject to examination by the Union, but the Employer shall have the right to be present.

ARTICLE 27
Emergencies

27.1 In case of emergencies such as floods, heavy snowfalls, fires, or other disasters, it shall be permissible for the Employer to require employees to work additional time in the same day at the applicable rate for that day, provided there is at least a four (4) hour break in employment.

27.2 It is understood and agreed that the above provision applies only in the event of emergencies and is not applicable where the job regularly demands more than one shift.

ARTICLE 28
Sales and Transfers - Scope of Obligation

28.1 This Agreement shall be binding upon the parties hereto, respective successors, administrators, executors, assigns and legal representatives; in the event the Employer's business or operation or part thereof, is sold, leased, transferred or taken over by any means whatsoever, including but not limited to sale, transfer, lease, succession, merger, consolidation, assignment, receivership, bankruptcy proceedings, or operation of law, or taken over or absorbed by a parent company or a subsidiary company or subsidiary corporation, such business or operation shall continue to be subject to and covered by the terms and conditions of this Agreement for the life thereof. The Employer shall not use any leasing device to evade this Agreement. Nothing in this Agreement shall limit or restrict the right of an Employer to cease its business or operations.

28.2(a) In the event an Employer buys out the business or operations of another Employer and operates it as a separate legal entity, then the seniority of the employees shall continue on the same basis as it existed prior to the occurrence of said buy out.

28.2(b) In the event an Employer buys out another Employer covered by this Agreement and merges operations of the bought-out Employer into his own, the seniority of the employees shall be established as follows:

(i) In the event the acquiring Employer has bought out or merged with another solvent Employer who is covered by this Agreement, the seniority of the employees of both Employers shall be merged within their seniority units in accordance with their dates of hire with their respective Employers, to the

extent of the acquiring Employer's need as to qualifications and number of employees. This provision shall apply only as to merged operations within the same Local Union's jurisdiction.

(ii) In the event the bought-out Employer is insolvent, the employees of such Employer who are retained shall be placed at the bottom of the seniority list as a group listed in accordance with their previous seniority standing. The acquiring Employer need retain such employees of the bought-out Employer only to the extent of his need as to qualifications and number.

ARTICLE 29

Conformity to Law - Saving Clause

29.1 If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

29.2 If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances, shall not be affected thereby.

29.3 If any provision of this Agreement or the application of such provision to any person or circumstances shall at any time be contrary to law, then the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to Section 1 above. Should the parties bargain to impasse over the substitute provision, either or both may impose economic sanctions in support of their position and neither the grievance and arbitration provisions of this Agreement nor the no-strike - no-lockout provision shall be applicable.

ARTICLE 30

Delinquencies

30.1 Any Employer who is found to be in violation of the wage or benefit contribution rates as provided by the Agreement shall deposit with the office of the Local Union or Trust, as applicable, a surety bond to guarantee the payment of such wage and benefit contributions. The amount of the bond shall be fifty thousand dollars (\$50,000). Determination of the delinquency shall be made by the Trustees of the respective trust funds and in the case of wages by the Office of the Union. The Union shall provide written notice to MARBA of any delinquency in wages or fringe benefit contributions as defined herein and the Union will stop providing drivers to Companies who are delinquent until said delinquency has been cured.

ARTICLE 31

Utilization of Company Owned Equipment

31.1 The Employer shall utilize their own trucking equipment to perform work that has historically been performed by the Employers' own equipment prior to utilizing other trucking services, subject to the following conditions:

(a) During the term of the Agreement, there must be a sufficient number of employees to perform the work and employees must comply with the provisions of Article 13.1(e).

(b) The Employer owned equipment must be properly registered, licensed, insured, possess a current safety inspection sticker, be properly equipped for the work which will be performed (e.g. tarp and pans for asphalt, steel bodies for excavation, etc.) and not be temporarily out of service for mechanical

maintenance reasons whether due to breakdown or scheduled maintenance. The condition of the truck shall be documented by a federal vehicle inspection report. The Employer shall not discontinue the insurance coverage to erode the operation of this Article.

(c) This Article shall not prohibit the Employer from utilizing other trucking services to comply with minority contractual requirements (MBE, WBE, DBE). Employers shall utilize their own trucking equipment prior to utilizing other trucking services when compliance with minority contractual requirements has been obtained.

(d) This Article shall apply only to an Employer's equipment which is present and available as defined in Paragraph 3 at each of its locations, yards, temporary yards, barns or plants. Article 13.1(h) of the Collective Bargaining Agreement shall control the scheduling of employees except for jobs that are loading out of the same asphalt plant; employees shall be assigned to work according to their seniority. Article 13.1(i) shall control the assignment of work.

(e) Employer's trucking equipment shall be defined as those vehicles titled or registered in the name of the signatory Employer or leased to same. The Employer shall not create a leasing mechanism to erode the operation of this provision.

ARTICLE 32 Duration and Termination

321. This Agreement shall become effective on June 1, 2004, and shall remain in force and effect until and including May 31, 2009. After May 31, 2009, this Agreement shall be renewed automatically for periods of one (1) year unless either MARBA, the Employer or the Union gives written notice to the other of a desire to modify, amend, or terminate same at least sixty (60) days prior to the expiration of any such period.

In witness whereof the parties have hereunto set their hands this ____ day of _____, 2005.

LOCAL 179, LOCAL 301, LOCAL 330,
LOCAL 673, LOCAL 705, LOCAL 731 AND
LOCAL 786
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS JOINT COUNCIL 25

By: _____
Terrence J. Hancock
Joint Council No. 25
Construction Coordinator

BUILDERS ASSOCIATION OF GREATER
CHICAGO, CHICAGO OUTER BELT
CONTRACTORS ASSOCIATION, FOX VALLEY
GENERAL CONTRACTORS ASSOCIATION,
ILLINOIS ROAD BUILDERS ASSOCIATION,
LAKE COUNTY CONTRACTORS
ASSOCIATION and UNDERGROUND
CONTRACTORS ASSOCIATION, by their
bargaining representative MID-AMERICA
REGIONAL BARGAINING ASSOCIATION

By: _____
John Healy, Chairperson

By: _____
Michael Wolff, Chairperson

ADDENDUM 1
Uniform Drug/Alcohol Abuse Policies

The Union recognizes that the Employers of Teamsters are required to meet the regulations established by more than one governmental agency.

It is agreed that Employers adopting the CISCO "Uniform Drug/Alcohol Abuse Program" required by State and Federal Drug Free Workplace Acts, or other policies required to meet the regulations established by the Federal Department of Transportation or the Illinois Department of Transportation, shall not be in conflict with the Area Construction Agreement, Joint Council No. 25.

It is further understood that policies adopted by Employers that are in excess of governmental regulations shall be subject to the Grievance Procedure established in Article 6 of this Agreement.

It is recognized that some owners mandate that additional substance abuse procedures and requirements are required. It shall not be a violation of this Agreement for Employers to comply with any such procedures or requirements.

ADDENDUM 2
Benefit Calculation Re-Opener

It is agreed between the parties, that if during the life of this Agreement the Suburban Teamsters of Northern Illinois Welfare and/or Pension Fund(s) and the Local 301 Welfare and/or Pension Fund(s), upon advice of their actuaries and Trustees, change the method or formula of funding contributions from the present weeks worked to hours worked, the Welfare and/or Pension Articles of this Agreement, and no others, shall be reopened upon seven (7) days written notice by the Union to the Employers or the Association to negotiate an hourly benefit contribution in an amount determined by the Trustees and Actuaries necessary to fund the Plan(s). However, the contribution shall not exceed the total economic package negotiated for each year of the Agreement. The total hours per month paid by the Employer into the Health and Welfare Fund shall be subject to negotiations.

ADDENDUM 3
Work Continuation Program

In an effort to maintain a positive labor relations environment and a competitive union construction market in the Metropolitan Chicago Area, the Contractor Members of the Builders Association of Greater Chicago (BAGC), Chicago Outer Belt Contractors Association (COBCA), Illinois Road and Transportation Builders Association (IRTBA), Lake County Contractors Association (LCCA), and Underground Contractors Association (UCA), represented by Mid-America Regional Bargaining Association (MARBA), their collective bargaining representative, and Joint Council No. 25 of the Teamsters, as follows:

- 1) The parties agree to exchange contract proposals at least ninety (90) days prior to the expiration date of the contract.
- 2) The parties agree to meet on a regular basis (to be determined) at least thirty (30) days before expiration.
- 3) After the expiration date, and for thirty (30) days following, the parties will meet Mondays, Wednesdays, and Fridays for a designated period of time (to be determined) until an agreement is reached.
- 4) Any time after expiration date an agreement is reached, it shall be retroactive back to the day after expiration.
- 5) If after thirty (30) days from expiration no agreement is reached, the Union retains the right to strike.

CONTRACT SUMMARY TEAMSTERS

EXPIRATION: 5/31/09

WAGES & FRINGES: Article 8, page 6; Article 9, page 11; Article 10, page 16

LOCAL 179

CLASSIFICATION	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Group 1 - 2 or 3 Axle Trucks	\$27.72	\$28.52	\$29.39	\$1.85	\$2.00
Group 2 - 4 Axle Trucks	27.87	28.67	29.54	to be	to be
Group 3 - 5 Axle Trucks	28.07	28.87	29.74	allocated	allocated
Group 4 - 6 Axle Trucks	28.27	29.07	29.94		
Group 5 - an additional 20¢ per axle for all vehicles with more than six (6) axles					
Pension	132.00	140.00	148.00		
Health & Welfare	213.20	235.20	260.40		
Industry Fund	.06/hr	.06/hr	.06/hr		
CCSC	.01/hr	.01/hr	.01/hr		
CISCO	.01/hr	.01/hr	.01/hr		
Training Fund		.05/hr			

LOCAL 301

CLASSIFICATION	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Group 1 - 2 or 3 Axle Trucks	\$27.15	\$28.15	\$1.75	\$1.85	\$2.00
Group 2 - 4 Axle Trucks	27.30	28.30	to be	to be	to be
Group 3 - 5 Axle Trucks	27.50	28.50	allocated	allocated	allocated
Group 4 - 6 Axle Trucks	27.70	28.70			
Group 5 - an additional 20¢ per axle for all vehicles with more than six (6) axles					
Pension	180.00/wk	192.00/wk			
Health & Welfare	188.00/wk	198.00/wk			
Industry Fund	.06/hr	.06/hr			
CCSC	.01/hr	.01/hr			
CISCO	.01/hr	.01/hr			
Training Fund		.05/hr			

LOCAL 330

CLASSIFICATION	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Group 1 - 2 or 3 Axle Trucks	\$27.90	\$1.60	\$1.75	\$1.85	\$2.00
Group 2 - 4 Axle Trucks	28.05	to be	to be	to be	to be
Group 3 - 5 Axle Trucks	28.25	allocated	allocated	allocated	allocated
Group 4 - 6 Axle Trucks	28.45				
Group 5 - an additional 20¢ per axle for all vehicles with more than six (6) axles					
Pension	124.00/wk				
Health & Welfare	214.00/wk				
Industry Fund	.06/hr				
CCSC	.01/hr				
CISCO	.01/hr				

LOCAL 673

CLASSIFICATION	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Group 1 - 2 or 3 Axle Trucks	\$27.90	\$1.60	\$1.75	\$1.85	\$2.00
Group 2 - 4 Axle Trucks	28.05	to be	to be	to be	to be
Group 3 - 5 Axle Trucks	28.25	allocated	allocated	allocated	allocated
Group 4 - 6 Axle Trucks	28.45				
Group 5 - an additional 20¢ per axle for all vehicles with more than six (6) axles					
Pension	124.00/wk				
Health & Welfare	214.00/wk				
Industry Fund	.06/hr				
CCSC	.01/hr				
CISCO	.01/hr				

LOCAL 705

CLASSIFICATION	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Group 1 - 2 or 3 Axle Trucks	\$26.95	\$1.60	\$1.75	\$1.85	\$2.00
Group 2 - 4 Axle Trucks	27.10	to be	to be	to be	to be
Group 3 - 5 Axle Trucks	27.30	allocated	allocated	allocated	allocated
Group 4 - 6 Axle Trucks	27.50				
Group 5 - an additional 20¢ per axle for all vehicles with more than six (6) axles					
Pension	181.80/wk				
Health & Welfare	194.00/wk				
Industry Fund	.06/hr				
CCSC	.01/hr				
CISCO	.01/hr				

LOCAL 731

CLASSIFICATION	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Group 1 - 2 or 3 Axle Trucks	\$28.05	\$28.70	\$1.75	\$1.85	\$2.00
Group 2 - 4 Axle Trucks	28.30	28.95	to be	to be	to be
Group 3 - 5 Axle Trucks	28.50	29.15	allocated	allocated	allocated
Group 4 - 6 Axle Trucks	28.70	29.35			
Group 5 - an additional 20¢ per axle for all vehicles with more than six (6) axles					
Pension	3.30/hr	3.70/hr			
Health & Welfare	4.50/hr	5.00/hr			
Industry Fund	.06/hr	.06/hr			
CCSC	.01/hr	.01/hr			
CISCO	.01/hr	.01/hr			
Training Fund		.05/hr			

LOCAL 786

CLASSIFICATION	6/1/04	6/1/05	6/1/06	6/1/07	6/1/08
Group 1 - 2 or 3 Axle Trucks	\$27.625	\$1.60	\$1.75	\$1.85	\$2.00
Group 2 - 4 Axle Trucks	27.875	to be	to be	to be	to be
Group 3 - 5 Axle Trucks	28.075	allocated	allocated	allocated	allocated
Group 4 - 6 Axle Trucks	28.275				
Group 5 - an additional 20¢ per axle for all vehicles with more than six (6) axles					
Pension	100.00/wk				
Health & Welfare	227.00/wk				
Industry Fund	.06/hr				
CCSC	.01/hr				
CISCO	.01/hr				

FOREMAN: N/A**APPRENTICE RATES:** N/A**OVERTIME:** Article 12, Page 19

Time and one-half is paid for all hours in excess of 8 hours per day and 40 hours per week Monday through Friday and hours worked on Saturday (unless an employee works a Saturday as a make-up day as defined in Section 12.2(a)). Double-time for Sundays. See contract for special rules for buildings over \$5 million (Local 179 only).

HOLIDAYS: Article 17, page 23

New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
Some locals require holiday pay for employees meeting certain requirements. See contract for specifics.

VACATIONS: Article 18, Page 24

Some locals provide for paid vacations. Consult contract for specific conditions.

SHIFT RATE: Article 12, Page 19

If starting work after noon, employee paid \$.50 shift differential.

DUES CHECKOFF: Article 11, Page 19

Dues Check off permitted upon receipt of signed authorization from employee. Amount to be determined by the union. Dues are a deduction from NET PAY.

PREMIUM PAY: N/A