

K8988
1,000 workers
38 pp.

AGREEMENT

Between

THE WABASH VALLEY CONTRACTORS ASSOCIATION

And

THE ILLINOIS CONFERENCE OF TEAMSTERS
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AFL-CIO

SIC 1611
NAICS 23411

COVERING

ALL CONSTRUCTION, BUT EXCLUDING
ALL PRIVATE AND ALL NON-PREVAILING RATE CONSTRUCTION

IN

ILLINOIS HIGHWAY DISTRICT #7
COMPRISING THE FOLLOWING COUNTIES

Clay, Effingham, Fayette, Jasper, Jefferson,
Hamilton, Marion, Wayne and White

Effective: May 1, 2002

Expires: April 30, 2006

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ARTICLES OF CONSTRUCTION AGREEMENT
THE WABASH VALLEY CONTRACTORS ASSOCIATION
AND THE
ILLINOIS CONFERENCE OF TEAMSTERS
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AFL-CIO

PERIOD COVERED
MAY 1, 2002 TO APRIL 30, 2006

PREAMBLE

1. THIS AGREEMENT, made and entered into this first day of MAY 2002 by and between the WABASH VALLEY CONTRACTORS ASSOCIATION, hereinafter referred to as "Association" on behalf of those contractors who have so authorized, and the ILLINOIS CONFERENCE OF TEAMSTERS, hereinafter referred to as "Conference".
2. The membership of the Association is composed of numerous contractors engaged in the building and construction industry in the State of Illinois, all of whom employ persons to work in job classifications covered by this Agreement. The membership of the Conference is composed of the various Local Unions of the International Brotherhood of Teamsters, AFL-CIO who have affiliated with it, all of said Locals being listed elsewhere in this Agreement and all of whom represent employees of various members of the association who work in job classifications covered by this Agreement.
3. Recognizing that separate collective bargaining by and between each Local Union of the Conference and each individual contractor-member of the Association would involve only those employees of the one contractor represented by the one Union, the parties likewise recognize that the result thereof would be the creation of numerous separate labor agreements with differing standards of wages, hours and working conditions. This, in turn would prevent contractors from competing for available work on the basis of like labor costs and would create inequities and inequalities among employees doing the same type of work in the same area. In order to avoid such undesirable circumstances and achieve the stabilization of wage rates and working conditions in the Illinois area covered by this Agreement, the parties desire and intend this to be a multi-employer, multi-union negotiated agreement established for the classes of employees involved who work in the same area for identical wages, hours and working conditions, regardless of the contractor for whom they work or the Local Union which represents them.

4. As a means of accomplishing the objectives and purposes stated in paragraph 3 above, the Association has been authorized to negotiate the terms and provisions of this Agreement for and on behalf of those contractors who have so authorized them and the Conference has likewise been authorized to so negotiate for and on behalf of the Local Unions.
5. It is further agreed that the liability of the Employers who accept, adopt or sign this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Teamsters Local Unions, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several, and not joint.

ARTICLE 1 RECOGNITION

1. The Association agrees to recognize the Illinois Conference of Teamsters who are parties to this Agreement as the sole and exclusive joint collective bargaining representative for and on behalf of all employees working on such equipment in classifications covered by this Agreement. It is understood, however, that in order to insure orderly procedure in the administration of the terms of this agreement, the Association and the Conference shall be fully authorized and empowered to act for and on behalf of the respective members of the Association and Local Unions who are parties to this Agreement and to bind them by actions taken in connection therewith.
- 1.2 The Conference recognizes the Association as the bargaining agents for all Employees who have so authorized the Association for all work covered thereunder. The Association agrees to furnish to the union lists of such employers prior to May 1, 2002, and upon request thereafter. Upon such authorization any employer shall become a member of the multi-employer bargaining unit, and withdrawal therefrom may be accomplished only by written notice to the Conference, at least sixty (60), but no more than ninety (90) days prior to the date of expiration of this agreement or of any renewal period hereof. Notice to the Association, wherever notice is required herein, shall constitute notice to each and all members of the multi-employer bargaining unit.

ARTICLE 2 SCOPE

- 2.1 It is hereby understood and agreed that this Agreement shall cover only prevailing rate construction work, excluding private and non-prevailing rate construction work in the following counties in Illinois Highway District #7: Clay, Effingham, Fayette, Jasper, Jefferson, Hamilton, Marion, Wayne and White.
- 2.2 This Agreement covers all employees transporting materials and/or performing work in classifications covered in Article 9 upon construction sites. The Agreement

also covers employees on trucks delivering aggregate material to stockpile on construction sites or to temporary plants or locations, the purpose of which is to serve particular construction sites, and employee drivers on any other vehicles operated on construction projects when used to defeat the purpose of this Agreement. This Agreement excludes clerical employees, technical engineers, bookkeepers, superintendents, foremen or other supervisory personnel, owner/operators/independent contractors; but such persons may be or become a member of the Local Union if such persons shall be acceptable to the said Union or International. Subject to the provisions of Article 4 the contractor shall have entire freedom of selectivity in hiring and Contractor retains the right to reject any job applicant referred by the Union. Contractors may discharge any employee for justifiable cause, subject to the grievance procedure, provided there shall be no discrimination on the part of the Contractor against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

ARTICLE 3 UNION SECURITY

- 3.1 It is understood and agreed by and between the parties hereto that as a condition of continued employment and effective after the seventh day following the beginning of employment or the execution date of this Agreement, whichever is the later, all persons hereafter employed to work within the bargaining unit which is the subject of this Agreement, as well as all persons presently so working but who are not members of one of the Local Unions referred to herein, shall become members of the particular Local Union having jurisdiction for representation purposes over the geographical area within which such persons then work. It is further understood and agreed that as a condition of continued employment all persons who are presently members in good standing of one of the Local Unions referred to herein or who hereafter become such shall be required to pay the periodic dues of the Local Union having jurisdiction for representation purposes over the geographical area within which such persons work a majority of the time figured on a month by month basis.
- 3.2 The obligation of persons to become Union Members shall be construed to consist of their obligation to pay or offer to pay the applicable Union initiation fee and periodic dues. Their obligation to pay periodic dues shall not be construed so as to require such payment to more than one Local Union in any one month.
- 3.3 The failure of any person to become a member of a Local Union in the manner and within the time above provided for shall obligate his Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person. Further, the failure of any person to pay the monthly periodic dues required shall, upon written notice from the Union to his Employer to such effect, obligate his Employer to discharge him

forthwith.

- 3.4 In the event an employer having received proper written notice, fails to discharge an employee for failure to become or remain a member as herein provided, he shall be considered in direct violation of this Agreement. If the employer has reason to believe that the Union has not complied with this Article, the Employer shall, within seventy-two (72) hours after receiving notice, excluding Sundays and Holidays, investigate and meet with the Union to adjust or comply with the requirements. If an agreement or settlement is not reached, the Union shall have the express right to resort to full economic recourse in support of its demands, notwithstanding anything elsewhere contained in this Agreement. In case the employee is discharged at the written request of the Union and the National Labor Relations Board holds discrimination, the Union agrees to assume financial responsibility for the loss of wages resulting from the employee's discharge.

ARTICLE 4 PROCUREMENT OF LABOR

- 4.1 The Union and the Employer recognize the fact that the Union's knowledge and experience within the industry here involved, together with the sources of competent manpower available to it, can aid the Employer in recruiting needed employees who can meet the standards of the trade and who can promote the efficiency of the operation of the Employer. Because of the fact that there are several Local Unions bound by the terms of this Agreement, the Employer agrees when going from one referral area to another referral area to notify the Local Union before the start of any work within the geographical area of that particular Local Union.

The Employer and the Union agree that:

- a. The Union will maintain a list of persons available for employment. The rules and regulations for the maintenance of such list are as set forth below.
- b. The Employer shall request the Referral Office serving the Area in which the job is located to refer applicants and the Referral Office shall make such referral promptly but within at least twenty-four (24) hours.
- c. The Employer, in requesting referral of applicants, shall specify to the Referral Office (1) the number of applicants to be employed; (2) work to be performed; (3) location of the project; (4) the nature of the construction project; (5) such additional information as is deemed pertinent by the employer in order to enable the Union to make the proper referral of applicants.
- d. The Referral Office shall refer to the Employer such applicants as are competent and qualified to fulfill the requirements of the position sought to be filled commensurate with the rotation of registration and who have acquired

experience and possess the required skills for the fulfillment of the vacant position as specified by the Employer.

The Local Union shall be obligated to see that those referred to a job have the proper license to perform the work for which they have been referred.

- e. The Union recognizes the Employer's legitimate interests in requesting former employees. To effect this objective the Employer shall furnish the Referral Office with a list of such employees who have worked for him during the past thirty-six (36) months. If such requested person is not working and has registered for referral, then the Union may refer such requested employee to the Employer.
- f. An Employer may transfer employees presently employed from the area of one local union to another local union in whose area such employer has a construction job or project provided no more than thirty three and a third percent ($33 \frac{1}{3}\%$) of the working force consists of transferred employees unless mutually agreed to otherwise between that Local Union where the work is to be performed and the Employer, said thirty three and a third percent ($33 \frac{1}{3}\%$) will not be allowed to transfer until the local union where the transfer is taking place has the first sixty six and two thirds percent ($66 \frac{2}{3}\%$). The mechanic shall be permitted to transfer irrespective of the proration of employees at that time.
 - 1. Before so doing, the Employer shall notify and have pre-job conference with the Union of the area in which the employees are to work and furnish, in advance, the number, names and addresses of employees the Employer desires to transfer, together with the number of other persons to be employed for like work. Provided further, only persons working under this agreement may be so transferred.
 - 2. Only transfers made in accordance with the provisions of this section of this agreement may be accepted, all other workmen must be procured in accordance with the other provisions of this agreement and these rules.
- g. Qualified applicants for referral who are registered at one local union may be referred by request from another local union only when there are no qualified registrants at the former office available for referral. Such applicants, if employed as a result of referral, shall have the status of temporary employees, and be subject to displacement by regular registrants at that referral office when they become unemployed if the regular registrants are qualified to perform the work.
- h. If, for any reason, the Referral Office is unable to furnish qualified and competent applicants within twenty-four (24) hours of the time that the request is made of the Referral Office, the Employer may procure applicants from any

other source or sources. If men are so employed, the Employer will, within twenty-four (24) hours of such employment furnish to the Referral Office serving the area the names of such new employees.

- i. The provisions of this Article shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.
- j. The registration of and selection of applicants for referral shall not be based on or in any way affected by union membership, Union By-Laws, rules and regulations, constitutional provisions, or any other aspect or obligation of Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or, in any way, affected in the performance of his duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.

It is agreed that neither the Employer nor the Union shall engage in or encourage employment practices which discriminate against applicants or employees on the basis of race, age, color, creed, sex, national origin, disabilities, Vietnam-era Veterans, disabled veterans or any other characteristic protected by law.

- k. The Employer reserves and shall have the right to accept or reject to employ or not to employ, any person furnished by the Referral Office. Further, the Employer may discharge, for just cause, any employee who has been accepted but who subsequently proves unsatisfactory to the Employer subject to the grievance procedure.

Prior to hiring any man the Employer shall have the right to require the man to take a physical examination by a doctor specified by the Employer at the sole expense of the Employer. However, the Employer's right to reject the man based on such physical examination shall be limited to objections which indicate the man is not capable of doing the work to which he would be assigned, that he could be dangerous to himself or to others because of such objections, or that he could reasonably be expected to aggravate an existing physical impairment condition by performing the work to which he is to be assigned.

- l. The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no restriction as to the use of machinery, tools or appliances.
- m. In completing any given job, termination of employment shall be in reverse order of hiring, providing employee shall have the ability and qualifications. This is not intended to restrict or expand area seniority practices in effect.

- n. An applicant for employment, who is aggrieved by an action of the Union with respect to registration or referral under this provision or, who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within the ten (10) days by a board consisting of a representative of the Employer and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedure rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.
- o. In the event the rules and regulations set forth herein are not adhered to by the Local Union Referral Office, or in the event that a Local Union Referral Office operates in any manner in contradiction to the laws of the State of Illinois and the United States, or in the event the Local Union Referral Office used the referral hall as a method of attempting to coerce employees or employers in any manner in violation of the spirit of this Article or by furnishing employees on a discriminatory basis, then an Employer may file a written complaint with the Union, which complaint shall be subject to the Grievance and Arbitration Procedure as set forth in Article 19, of this Agreement.

In the event an Arbitration board, as set out in Article 19, finds that the Local Union involved was in violation of this Section with any one Employer, thereafter, that Employer may resort to any source that he may choose for the recruitment of needed employees and that Local Union shall not have preferential rights for the referral of employees to this Employer throughout the remaining time of this agreement, or during the time the Employer remains in the areas of the Local Union involved.

- p. The Illinois Conference of Teamsters and its affiliated Locals agree that they will indemnify and save the Employer harmless against all claims, demands, actions, damages, orders and decrees for the payment of penalties and back wages or either of them, or other forms of liability whatsoever that may arise out of or by reason of action taken, or the failure to act when obligated to do so, by the Illinois Conference of Teamsters, its affiliated Local Unions and its representatives, in connection with the operation of the non-discriminatory provisions governing the operation of the Referral Office.

RULES AND REGULATIONS OF REFERRAL OFFICES

- 4.2 The following procedure shall govern the operation of referral Offices of Local Unions of the Illinois Conference of Teamsters. Before these rules shall be

modified, changed or amended, the employer and the union agree that they shall mutually agree to such changes or procedure. Referral Officers or other agents of the union shall have no authority to change any of these procedures.

- a. Each local referral office shall maintain a single list of applicants for regular employment and a separate single list for Owner-Drivers.
- b. When an applicant desires to place his name on the referral list he shall fill out an application for employment which among other things shall show his previous employment experiences and the names of the employers and the job for which he is competent. The information shall be available to the employer.
- c. An applicant may place his name upon the registration list providing he is unemployed. Applicants shall be placed upon a list serially by the date and time of their application.

Upon taking a job and working five (5) days with one employer the Union shall strike their name from the list and it shall remain off the said list until said applicant re-registers. The applicant will notify the Union where and when he is working.

- d. No work permit, fee, clearance or temporary permit card shall be required as a condition of registering or referral notwithstanding any union constitution, by-laws, or provisions for the same. Registration shall be on a non-discriminatory basis and shall not be affected by race, age, creed, color, sex or national origin.
- e. Local Union Referral Offices shall be opened for the registering of applicants at least two (2) hours during each normal working day.
- f. When requested by an applicant, Referral Officers shall notify any applicant as to his serial standing in the registration list of applicants. Referral Officers shall refer applicants to jobs from the top of said list in accordance with the men's qualifications and competence to fill the request of the employer unless, however, the employer has called for an applicant by name or by other terms as set forth in the basic work agreement.
- g. "Available for work" shall mean that the registrant is ready, able and willing to go to the job site at the time requested and perform work for which he is being referred. It is the responsibility of the registrant at the time of registering, to give the referral office instructions as to how the registrant can be contacted for referral. Registrant shall give clear instructions as to telephone number, address or other means of communication, because employers frequently need workmen on short notice. Any registrant who is sent out to fill a request for men and who refuses employment or quits shall be placed at the bottom of the registration list as of the date he refuses hire or quits.

- h. The Referral Office shall keep records as to the jobs each registrant is sent showing the job and classification to which he is referred or if he has not been referred even though he is at the top of said list, the reason he is not being referred.
- i. If any registrant questions the application of these rules to his case, he will be referred to the Local Union business agent or Referral Officer and given the address and telephone number where he can obtain a prompt review of the matter. A copy of these rules and regulations shall be posted at the place of registration and the application list shall be available to the employers as well as notations concerning each applicant. Each applicant shall have a right to file a grievance when aggrieved pursuant to the basic labor agreement between the parties. Qualified applicants for referral who are registered at one Referral Office may be referred by request from another office only when there are no qualified registrants at the latter office available for referral for the work. Such applicants, if employed as a result of referral, shall have the status of temporary employees and be subject to displacement by regular registrants at that referral office when they become unemployed if the regular registrants are qualified to perform the work.
- j. If an applicant has been referred to an employer and is hired, that employer may continue the employee in his employment by transferring him to a different job site. Even though the said job to which he is transferred is operated under a joint venture agreement which the employer is a member, or if the job is operated under a different corporation or partnership name but involves the same principals, provided the job is in the same local area.
- k. If an employer takes over the activities of another employer at a particular job site the employee of the latter may continue to operate at the job site for the employer taking over without further registration or referral if the employer so desires and if he does not, he may refer to the Referral Office for new employees. In either case, the Referral Office shall be notified of the change.

REGISTRATION CARD (Front)

Date _____

Name _____

City _____ State _____

Telephone _____

Social Security No. _____

Name type of work which you can and are willing to do.

License _____

With whom you were last employed for a period of five days or more.

Name of Employer _____

Job Location _____

Date You Started _____

Date You Finished Your Work _____

Signature _____

Reverse side of Registration Card reads as follows:

REFERRAL RULES - - CONSTRUCTION

The referral of workmen from this Referral Office is governed by the terms of contracts between Contractors and the Illinois Conference of Teamsters and its affiliated Local Unions. Under these agreements, and in conformity with law, preference in order of referral is based upon prior service in the industry and in the area. Only when all such workmen have been referred are those without such prior service entitled to be referred to the Contractor.

Membership in the Local Union having work and area jurisdiction is required as a condition of employment from those workmen who have been employed in the industry and Local Union area for a period of seven (7) days either continuously or accumulatively on jobs covered by the Labor Agreement.

Qualified applicants for referral who are registered at one Referral Office may be referred by request from another office only when there are not qualified registrants at the latter office available for referral for the work. Such applicants, if employed as a result of referral, shall have the status of temporary employees and be subject to displacement by regular registrants at the referral office when they become unemployed if the regular registrants are qualified to perform the work.

Since these matters are established by contract and by law, no person can vary these rules.

I acknowledge that I have read the contract and Referral Rules posted at the Referral Office and agree to comply therewith.

Signature _____

ARTICLE 5 BUSINESS REPRESENTATIVES

- 5.1 The Business Representative shall have the privilege to visit any jobs to enforce provisions of this Agreement. The Business Representative shall use precaution to avoid delays in the progress of the job.

ARTICLE 6 STEWARDS

- 6.1 The Employer recognizes the right of the Union to designate job stewards from among an Employer's bargaining-unit employees. The steward shall be required to perform work and be subject to the same degree of direction and control by management as any other employee. If requested in writing by the Local Union the steward shall have preference for Saturday, Sunday and Holiday work and shall be the last man laid off at the conclusion of a project, provided he has the skills, ability and qualifications to perform the work.

There shall be no discrimination in any aspect of employment against a steward because of his legitimate activities as steward. 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:
 1. Have been reduced to writing, or
 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, 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. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.
- e. New hires will report to the steward within twenty-four (24) hours of reporting to the job, or as soon as reasonably possible.

ARTICLE 7 SUBCONTRACTORS

- 7.1 It is understood that this Agreement shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to a sub-contractor.
- 7.2 All trucking work covered by this Agreement performed on the site of construction shall be subcontracted only to a subcontractor who is party to a current written collective bargaining agreement with the Union providing for wages and economic benefits not less favorable to the employees than those established herein. Alleged violations of this clause shall not be subject to strike action.
- 7.3 Contractors shall be free to contract work to any hauler, owner/operator or any other person or entity. Contract Haulers and owner/operators shall not be considered as employees under this Agreement. However, if the Union shall have a dispute with any hauler, the Union, after giving three (3) days written notice to Signatory Contractor, may take whatever legal action it deems fit against such hauler, owner/operator or any other person or entity.
- 7.4 All agreements for the subcontracting of work covered by this Agreement shall provide that they are made subject to the requirements of this Article, and that the Union and the Joint Grievance Committee, when necessary to the administration and enforcement of this Agreement, shall be entitled to examine payroll and other documents relevant and material to any bonafide issue in an alleged violation of this Agreement.
- 7.5 If particular bargaining unit employees, or qualified drivers on the referral list, are deprived of earnings which but for a violation of this Agreement they would have received, the Joint Grievance Committee, or Arbitrator is authorized to award back pay to such employees up to an amount sufficient to make them financially whole for net earnings lost as a result of such violation, less interim earnings.
- 7.6 Contractors and their subcontractors party hereto shall be jointly and severally liable for violations of this Article 7, by such subcontractors, including lower tiered

subcontractors, as well as for their subcontractors who are not party hereto. The violator shall be primarily liable.

- 7.7 For the purposes of this Article 7, a subcontractor shall be any person, independent contractor, firm or corporation which performs work covered by this Agreement for a contractor or subcontractor.
- 7.8 The Contractor may hire or contract for the use of operated trucks be they from a fleet owner, another contractor or a non-employee owner driver, provided they do not replace his regular employees where he has the necessary equipment available. This is not intended to permit a contractor to make equipment unavailable as a subterfuge to discriminate against his drivers.

ARTICLE 8 PRE-JOB CONFERENCE

- 8.1 There shall be a pre-job conference between the contractor and the Business Representative of the Local Union in whose territory the work is to be performed. Questions concerning the application of this agreement shall be resolved at this meeting. It is the responsibility of the contractor to notify the union when he has a job in its jurisdictional area.
- 8.2 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 Unions 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 the Illinois Conference of Teamsters. The Illinois Conference of Teamsters shall meet with the Employer or Employers involved to settle the dispute and their joint decision shall be final and binding on all parties concerned.
- 8.3 If a contractor evades a Pre-Job conference, he automatically forfeits his right to the grievance procedure, and the Union shall have the right to economic recourse.

ARTICLE 9 WAGES

CLASSIFICATION GROUP I

- 9.1 Drivers on two (2) axle trucks hauling less than nine (9) ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helper, warehousemen, mechanic helpers, greasers and tiremen, pickup trucks when hauling material, tools or men to and from and on the job site and fork lifts up to 6,000 lb. capacity.

The wage scale shall be as follows:

<u>Effective</u>	<u>Daily Pension</u>	<u>Hourly Pension</u>
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5-1-02	\$23.795	\$23.13
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Future increases to be distributed:

5-1-03	\$1.045	\$0.97
5-1-04	\$1.045	\$1.02
5-1-05	\$1.02	\$0.92

CLASSIFICATION GROUP II

- 9.2 Two (2) or three (3) axle trucks hauling more than nine (9) tons but hauling less than sixteen (16) tons. A-frame winch trucks, hydrolift trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, and four axle combination units.

In the event the Employer desires to use ticket writers that classification shall come under Group II.

The wage scale shall be as follows:

<u>Effective</u>	<u>Daily Pension</u>	<u>Hourly Pension</u>
------------------	----------------------	-----------------------

5-1-02	\$24.195	\$23.53
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Future increases to be distributed:

5-1-03	\$1.045	\$0.97
5-1-04	\$1.045	\$1.02
5-1-05	\$1.02	\$0.92

CLASSIFICATION GROUP III

- 9.3 Two (2), three (3), or four (4) axle trucks hauling sixteen (16) tons or more. Drivers on water pulls, mechanics and working foreman selected mutually by the Employer and the Local Union, subject to layoffs as outlined in Article 4, Section (m), will be used when there are orders to be issued by other than the company Supervisor. Five axle or more combination units.

In the event the Employer desires to use dispatchers, that classification shall come under Group III.

The wage scale shall be as follows:

<u>Effective</u>	<u>Daily Pension</u>	<u>Hourly Pension</u>
------------------	----------------------	-----------------------

5-1-02	\$24.395	\$23.73
--------	----------	---------

Future increases to be distributed:

5-1-03	\$1.045	\$0.97
5-1-04	\$1.045	\$1.02
5-1-05	\$1.02	\$0.92

CLASSIFICATION GROUP IV

9.4 Lowboy and Oil Distributors.

The wage scale shall be as follows:

<u>Effective</u>	<u>Daily Pension</u>	<u>Hourly Pension</u>
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5-1-02	\$24.645	\$23.98
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Future increases to be distributed:

5-1-03	\$1.045	\$0.97
5-1-04	\$1.045	\$1.02
5-1-05	\$1.02	\$0.92

CLASSIFICATION GROUP V

9.5 Drivers who require special protective clothing while employed on hazardous waste work.

The wage scale shall be as follows:

<u>Effective</u>	<u>Daily Pension</u>	<u>Hourly Pension</u>
------------------	----------------------	-----------------------

5-1-02	\$25.395	\$24.73
--------	----------	---------

Future increases to be distributed:

5-1-03	\$1.045	\$0.97
5-1-04	\$1.045	\$1.02
5-1-05	\$1.02	\$0.92

ALLOCATION OF WAGES

Should the Union desire to distribute any part of the above negotiated wage

increase to the existing Health & Welfare Fund in different amounts than specified above, it may do so upon sixty (60) days written notice, prior to the effective date of the increase on May 1 of each year of the Agreement, provided that at no time will the wage rate or total economic package decrease as such is prohibited by the Illinois Department of Labor. When such changes are made, the parties agree to execute a wage addendum stating the correct wage rates and fringe contributions and certify same with the Illinois Department of Labor to correctly establish the Illinois Prevailing Wage Rate.

Pick-up Trucks

Drivers of contractor-owned, leased or hired pick-up trucks shall be Teamsters, when hauling tools, materials, supplies, parts and equipment to and from and on the job site, except when used by contractor's supervisory personnel for their own transportation, or the transportation of a workman and his tools on the job site, or for the use of a mechanic for the transportation of himself, his tools and repair parts to a repair job and except survey trucks hauling surveyor and his tools and one (1) additional workman. Pick-up trucks owned by anyone other than the contractors will not be used for anything other than transportation of the owner.

WORK CLASSIFICATIONS

9.6 This Agreement covers drivers on the following equipment;

Dumpcretes scoopmobiles, mixer trucks, dumpsters or similar equipment, forklift, koehring or similar dumpsters, euclids, hug-bottoms, dumps, tournapulls, tournatrailers, tournrockers or similar equipment when used for transportation purposes, winch trucks, pavement breakers, batch trucks -- wet or dry, track trucks, and hydrolift trucks, pole trailers, pilot vehicles, or similar equipment when used for transportation purposes.

The Employer agrees to notify the Union Representative when using new types of equipment not covered by this Agreement and they shall immediately negotiate the wage scale of same.

The geographical scope covered by this Agreement is as follows: Clay, Effingham, Fayette Hamilton, Jasper, Jefferson, Marion, Wayne and White Counties.

ARTICLE 10 HEALTH & WELFARE

10.1 The Employer agrees to contribute to the "Illinois Conference of Teamsters and Employers Welfare Fund" for each hour worked by each employee covered by this Agreement during the life of this Agreement. Effective May 1, 2002 the contribution rate shall be five dollars (\$5.00) per hour. Future increases in contribution rate, if any, shall come out of the negotiated wage increases listed in

Article 9 only on each anniversary date of this Agreement.

- 10.2 Contributions to the Welfare fund for overtime hours shall be paid at the straight time rate. There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Welfare Fund regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of the owner-driver compensation.
- 10.3 Contributions to the Welfare Fund must be made in accordance with the "Agreement and Declaration of Trust" executed May 18, 1967, on each regular or extra employee even though such employee may work only part time under the provisions of this agreement.
- 10.4 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Welfare Fund created under this Agreement in accordance with the rules and regulations of the Trustees of such funds, the Local Union or the Illinois Conference of Teamsters, after the proper official of a Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Welfare Payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.
- 10.5 If an employee is injured on the job, the employer shall continue to pay the required contributions based on twenty-five (25) hours per week; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

ARTICLE 11 PENSION

- 11.1 The parties agree to the following pension options listed below:
 - a. For those Local Unions under a daily pension contribution rate for the term of this contract, effective May 1, 2002, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Eighteen dollars and eighty cents (\$18.80) per day. An employee must actually begin to work to receive the pension contribution for that day. Effective May 1, 2003 the daily pension contribution rate shall increase to twenty dollars and sixty cents (\$20.60) per day. Effective May 1, 2004, the daily pension contribution rate shall be twenty-two dollars and eighty cents (\$22.80) per day and effective May 1, 2005 the daily pension contribution rate shall be twenty-five dollars and sixty cents (\$25.60) per day.

- b. For Local #347 (White and Hamilton Counties only), effective May 1, 2002, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two dollars and eighty-five cents (\$2.85) per hour for each hour worked and/or compensated by the Employer. Effective May 1, 2003, the hourly pension contribution rate shall be three dollars and fifteen cents (\$3.15) per hour. Effective May 1, 2004, the hourly pension contribution rate shall be three dollars and forty-five cents (\$3.45) per hour and effective May 1, 2005, the hourly pension contribution rate shall be three dollars and ninety cents (\$3.90) per hour.
- 11.2 This fund shall be the Central States Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.
- 11.3 If an employee is injured on the job, the Employer shall continue to pay the required contribution during the time the employee would have normally worked had he not been injured; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.
- 11.4 By the execution of this Agreement, the Employer authorizes the Employers' Association which is party hereto to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.
- 11.5 There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Pension Fund or new pension plan, regardless of whether the equipment rental is at the minimum rate or for more, and regardless of the manner of computation of owner-driver compensation.
- 11.6 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund or new pension plan, in accordance with the rules and regulations of the Trustees of such fund or plan, the Local Union or the Illinois Conference of Teamsters, after the proper official of the Local Union shall have given seventy-two (72) hours' notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections. It is understood that the

Employer's liability to the Central States Fund or new pension plan shall be limited to the terms of this Agreement.

ARTICLE 12 BOND REQUIREMENTS

- 12.1 The trustees of any employee benefit for which contributions are required hereunder may require for good cause that any particular employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars (\$10,000) to guarantee the payment of such contributions.
- 12.2 In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund and Welfare Fund, when due, the Union, aggrieved employees or the Trustees of the Pension Fund and Welfare Fund may, after written notice to the Employer, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.
- 12.3 Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default of an Employer of payment or obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer.

ARTICLE 13 WORKING HOURS, OVERTIME, AND SHIFT WORK

- 13.1 Eight (8) hours shall constitute a day's work, with starting time designated by the Employer (for all Teamsters on the job) between the hours of 7:00 a.m. and 4:30 p.m., which may be changed by mutual agreement, with a scheduled lunch period of not less than one-half (1/2) hour between the 4th and 5th hours. If employees are directed to work during lunch period, they shall be paid for that lunch period, at the prevailing overtime rate; and forty (40) hours shall constitute a week's work, Monday through Friday. All work done after eight (8) hours per day, or before the designated starting time, or after 4:30 p.m. Monday through Friday or work done on Saturday shall be paid at the rate of time and one-half (1 1/2), provided that on building and heavy construction work where the Common Laborers or Operating Engineers receive double (2) time for all work after eight (8), hours per day, Monday through Friday, or work done on Saturday, the workmen covered by this Agreement shall receive double (2) time. The contractor shall have the option, if approved by the Teamsters Local Union or Union(s) for their own Local Union's jurisdiction or if approved by the Illinois Conference of Teamsters Construction committee, of working five (5) eight (8) hour days or four (4) ten (10) hour days, Monday through Friday at the straight time rate of pay. Such arrangements shall be finalized at the pre-job Conference. The transportation of construction equipment to and from jobs, shall be paid at the rate of time and one-half (1 1/2)

for overtime.

- 13.2 The Employee's listed phone shall be called at least two (2) hours before starting time by the foreman, or whoever is in charge, unless a shorter period of time is mutually agreed to between the Local Union and the contractor, if there is to be no work that day. The employees covered by this Agreement will cooperate with the contractor by giving him a telephone number and, in turn, the Contractor will call at least two (2) hours before starting time, unless a shorter period of time is mutually agreed to between the Local Union and the Contractor, if there is no work. Those who have no phone will either contact an employee working on the same project who has a phone or call the Contractor (collect) when weather conditions are unfavorable, as the Contractor will not be held responsible for those which have no way of contact, in regard to show-up time on account of weather conditions or breakdown of equipment. Otherwise, they shall report for work and receive two (2) hours pay for reporting. If the employees start to work, they shall be paid for not less than four (4) hours. If they work over four (4) hours or from a.m. into the p.m., they shall be paid for not less than eight (8) hours, except when work is stopped because of inclement weather, or equipment breakdown, in the second four (4) hours, in which case they shall be paid for actual hours worked. All employees covered by this Agreement shall remain for one-half (1/2) hour after regular starting time, to allow Contractor or project engineer, time for decision on eventual start of work for that day, if employee is entitled to show-up time for that day.
- 13.3 Work may be performed in shifts at the election of the individual Contractor, but in no case for less than three (3) consecutive days; however, a Contractor may work shifts for two (2) days if four (4) twelve (12) hours shifts are scheduled. The starting time for a two-shift job may be designated by the Contractor and the regular rates shall prevail. The starting time on a three-shift job shall be 8:00 a.m., which shall be regarded as the first shift on the calendar day. Where two or more shifts are worked, five (5) days of seven and one-half (7 1/2) hour shifts from Sunday midnight to Friday midnight, shall constitute a regular week's work, any time worked in excess of regular shift hours shall be paid for at one and one-half (1 1/2) times or the appropriate overtime basic hourly rate of wages.

ARTICLE 14 HOLIDAYS

- 14.1 Work done on Sunday or Holidays shall be paid at the rate of double the regular rate of pay. The following days shall be recognized as regular Holidays. New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be done on Labor Day except to protect life or property.
- 14.2 If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday it shall be celebrated on that day.

**ARTICLE 15
GENERAL CONDITIONS**

- 15.1 With the exception of the Employers regular semi-lowboy drivers when assigned to the Employers semi-lowboy all equipment moved from the job site to another location, the drivers on the previous job shall move the equipment.
- 15.2 The Employer may use his regular semi-lowboy drivers, when assigned to the Employers' semi-lowboys to move the equipment to and from another locals jurisdiction. If moving from one project to another project in the same local, drivers shall be determined in a conference with the Local Union prior to the move. When a contractors lowboys are used for hauling within the contract limits of a project, the drivers shall be determined at the pre-job conference. Except in the above cases the drivers on the previous job shall move the equipment.
- 15.3 The time of an employee shall be computed from the time he checks in at the Employer's request and until checking out after a days work.
- 15.4 In the event an employee works in more than one classification in any four (4) hour period, said employee shall receive the highest rate for the entire four (4) hour period.
- 15.5 Any employee being assigned to work which necessitates his being away from his home terminal or garage, or garage at the job site overnight shall be compensated for all necessary and reasonable meals and lodging monies spent while on such assignment.
- 15.6 When an employee does not remain overnight, he shall be reimbursed only for reasonable expenses incurred, such as tolls, gas, and any other necessary expenditure in connection with such assignment.
- 15.7 The Employer shall maintain time and pay records at the Employer's place of business showing compliance with terms of this Agreement.

**ARTICLE 16
INSURANCE AND SAFETY**

- 16.1 Contractors agree that they will carry Workmen's Compensation and Public Liability Insurance covering all equipment. Contractors further agree to make all contributions required under the Illinois Unemployment Compensation Act and withhold or pay any other contributions required by State or Federal law.
- 16.2 No employees, covered by this Agreement, shall work for any Contractor who does not comply with this Section and all Contractors and employees shall be required to observe safety rules and regulations as a condition of employment,

subject to the grievance procedure.

- 16.3 All trucks, which have heaters and windows as standard equipment, shall be maintained in good working order during inclement weather, except when trucks are used for emergency purposes.
- 16.4 The Union further agrees that they will not be a party to establishing a slow down 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 Contractors in keeping the equipment operating in an efficient manner.
- 16.5 No employee shall be required to operate or work upon a vehicle which is overloaded or to operate at an excessive speed schedule, or in violation of any law or ordinance. Refusal on the part of an employee to operate such vehicle shall not be considered a violation of this Agreement.
- 16.6 The Employer shall not require any employees to use equipment that is in an unsafe operating condition. Refusal by an employee to operate such equipment shall not be considered a violation of this Agreement.
- 16.7 Whenever a driver is fined because of overloaded (including maximum weights or load distribution) or faulty equipment, the Employer shall pay all fines assessed against the employee, including straight time hours lost.

ARTICLE 17 PAYMENT OF WAGES

- 17.1 The Contractor shall pay the employees once each week. Pay day to be chosen by the Contractor and shall be within five (5) days from the end of the fiscal week. The pay shall be in cash or check and shall be in full up to the regular quitting time at the end of the fiscal week. If at the termination of employment or on the scheduled pay day pay is not available, the employee or employees will be allowed up to eight (8) hours at the overtime rate. At the end of the eight (8) hour period, eight (8) straight time hours pay will be allowed in each additional twenty-four hour period starting at the end of the first eight (8) hours except as otherwise mutually agreed to between the Local Union and the Employer. This will be in addition to any monies earned.
- 17.2 The Contractor shall furnish with each payroll check or currency payment a full statement of hours worked, both regular and overtime, and all deductions made.

ARTICLE 18 COMPLETENESS OF AGREEMENT

- 18.1 It is further agreed that the Association, the Contractor, the Conference, or the

Union, shall not make any agreements that, in any way, alter or conflict with any of the Articles of this Agreement, unless such agreements are reduced into writing and signed by the parties hereto. The parties agree that the total results of their bargaining are embodied in this Agreement and any supplemental agreement and neither party is required to render any performance not set forth specifically therein.

ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURE

- 19.1 It is understood and agreed by and between the parties that there shall be neither strikes nor lockouts because of disputes, disagreements or differences concerning the interpretation or application of the terms and provisions of this Agreement, or because of jurisdictional disputes. Excepting in those instances provided for in Section 4 of the Union Security Article, such disputes, disagreements or differences shall be resolved as hereinafter provided for.
- 19.2 Representatives of the contractors and Local Union directly concerned and affected shall meet and attempt to reach an agreement acceptable to themselves. If they cannot reach such an agreement, the matter shall be referred to a joint committee consisting of an equal number representing Contractor members of the Association and members of Local Unions affiliated with the Conference but no less than one (1) from each group. Each member may appoint an alternate in his place.
- 19.3 The Joint Committee shall, at its first meeting, formulate rules of procedure to govern the conduct of its proceedings. The Joint committee shall have jurisdiction over disputes and grievances involving Local Unions and Employers or complaints by Local Unions and Employers. The initiator of the complaint shall secure the approval of the (Employer) Association or the Conference before such complaint shall be considered by the Joint Committee. It is understood and agreed that all grievances must be filed within fifteen (15) days of the grievant's knowledge of it's occurrence.
- 19.4 It shall be the function of the Joint Committee to settle disputes which cannot be settled between the Employer and the Local Union.
- 19.5 Meetings of the Joint Committee must be attended by each member of such Committee or his alternate.
- 19.6 It is agreed that all matters pertaining to the interpretation of any provisions of this contract may be referred, at the request of any party at any time, for final decision to the Joint Committee.
- 19.7 Failure of the Joint Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any

stage, or failure to comply with any final decision, withdraws the benefits of this Article to the extent permitted by law.

- 19.8 The Local Union or the joint Committee, shall have the right to examine time sheets and any other records pertaining to the computations of compensation of any individual or individuals whose pay is in dispute.
- 19.9 Deadlocked cases shall be submitted to arbitration if a majority of the Joint Committee determine to submit such matter to an arbitrator for decision. Otherwise either party shall be permitted all lawful economic recourse.
- 19.10 If the matter is submitted to arbitration, the Association and the Conference shall pick an arbitrator, by agreement if possible. If the Association and the Conference cannot agree on selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit the names of five (5) qualified arbitrators. After the list of names has been received, the party requesting the arbitration shall first strike one name from the list and the other party shall strike one name from the list and so on, alternately, until one name remains on the list, who shall then be the arbitrator.
- 19.11 The arbitrator shall thereafter hold and conduct a hearing at which all interested parties may appear, if they wish, and present testimony and evidence in support of their position.
- After conclusion of the hearing the arbitrator shall issue an award or decision in the case which shall be final and binding upon all interested parties.
- 19.12 Fees and expenses of the arbitrator shall be shared equally by the Employer and the Local Union involved in the grievance.
- 19.13 The Employer and the Local Union involved shall each bear their own respective costs related to the arbitration, including but not necessarily limited to attorneys and witness fees.
- 19.14 The arbitrator shall not be empowered to add to, detract from, or alter the terms of this Agreement.

ARTICLE 20 ILLINOIS CONFERENCE OF TEAMSTERS

It is hereby understood and agreed that the Local Unions, listed below, are affiliated with, and have authorized the Illinois Conference of Teamsters to negotiate this Agreement. It is further understood and agreed that the "Conference" is empowered to enforce the provisions of this Agreement as it pertains to the below listed Local Unions. Following is a list of Conference affiliates.

<u>Local Union</u>	<u>City</u>
50	Belleville
26	Danville
347	West Frankfort

**ARTICLE 21
UNAUTHORIZED ACTIVITY**

- 21.1 It is further mutually agreed that the Local Union will, upon request, within two weeks of the date of the signing of this Agreement, serve upon the Association a written notice, which notice will list the Union's Authorized representatives who will deal with the Contractor, make commitments for the Union generally, and in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized.
- 21.2 It is further agreed that, in all cases of an unauthorized strike, slow-down, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members or employees covered by this Agreement if the Union delivers to the contractor within twelve (12) hours after the Contractor notifies the Union of the unauthorized activity, two (2) notices which the Contractor may post, advising all employees that the activity is unauthorized.
- 21.3 While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Contractor, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppages, and if such stoppage continues, the Contractor shall have the sole and complete right of reasonable discipline, up to and including, discharge and/or refusal of re-employment to any Union member or employee participating in an unauthorized strike, slowdown, walkout, or any other cessation of work.

**ARTICLE 22
SAVINGS CLAUSE**

- 22.1 It is the intention of the parties hereto to comply with all applicable provisions of State or Federal law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court of competent jurisdiction. In such event, the Union or the Contractor may, at its

option, require re-negotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiation and such action shall not constitute a violation of this Agreement.

- 22.2 In the event of the invalidation of any Section, sentence or Article of this Agreement by any Court or Board or competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 23 PROTECTION OF RIGHTS

- 23.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline, if any employee or employees refuse to go through a duly authorized lawful, primary picket line of any Union, nor shall the exercise of any rights permitted by law be a violation of this Agreement.

ARTICLE 24 OWNER - DRIVER

- 24.1 The term "Owner-Driver" means an individual, who, in addition to being employed to perform services covered by this Agreement is also the owner of the equipment he uses. Legal or equitable title must be in the name of the driver. The following provisions shall apply to all Owner-Drivers engaged to perform work covered hereunder except those who may be used as subcontractors pursuant to Article 7 above.
- 24.2 The Owner- Driver shall be carried on the payroll of the Employer as an employee as such, all the terms and conditions of this Agreement, including Article 4, Procurement of Labor, shall be applicable to him. A separate referral list will be kept for Owner-Drivers.
- 24.3 Separate checks shall be issued by the Employer for driver's wages and equipment. The amount of the check for the driver's wages shall not reduce the amount received for equipment compensation.
- 24.4 The employer expressly reserves the right to control the manner, time, means and details of, and by which the Owner-Driver performs his services, as well as the ends to be accomplished and shall be the sole judge of the capability of the Owner-Driver's equipment to perform the work required to be performed.
- 24.5 The terms and provisions of this Article are to apply only to single trucks owned and operated by an employee covered by this Agreement and shall not apply to a situation in which an employee covered by this Agreement or any other person rents a truck which is not to be operated by the owner of such truck.

- 24.6 The parties further agree to establish a special Joint Committee to develop workable guidelines for determining who is an owner-operator/independent (sub)contractor versus an owner-operator/employee. The committee shall base its guidelines on common law rules.

ARTICLE 25
ALCOHOL AND NON-PRESCRIPTION DRUGS

- 25.1 The possession, sale or use of alcohol or non-prescription drugs during working hours shall be grounds for termination. Any Employee who reports for work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-Prescription Drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription, endorsed by a qualified physician for use of named Employee in question.
- 25.2 DRUG AND ALCOHOL ABUSE POLICY FOR TRUCK DRIVERS.

PURPOSE

It is the goal of the parties to provide a safe, healthy and drug free work environment for all truck drivers driving trucks weighing over 26,000 lbs. or hauling hazardous materials. To achieve that goal, the parties have adopted the following Policy that meets Federal Motor Carrier Safety Regulations pertaining to drug abuse, as more fully set forth in Title 49 Code of Federal Regulations (CFR) Part 40 (which has also been adopted by the Illinois Department of Transportation for intrastate drivers).

PROHIBITED ACTIVITY

The unlawful manufacture, distribution, dispensation, sale, possession or use of an illegal drug (as defined in 49 CFR part 40) is strictly prohibited on all Employer premises or other locations at which the driver is to perform work, or in any Employer owned or leased motor vehicle. The Employer will not hire any driver who uses or possesses any illegal drug.

The Employer will not retain drivers who after a positive test and completion of rehabilitation again test positive for drug use.

Illegal drugs shall be those controlled substances specified in 49 CFR Part 40. (See Drugs Tested For) (See Definitions)

The Employer will maintain a pre-employment drug screening program designed to preclude hiring or contracting with any driver who tests positive on a drug test.

Any driver who sells or otherwise dispenses illegal drugs to others on Employer

premises, or in or from an Employer owned or leased or contracted motor vehicle is subject to immediate termination. (See Disciplinary Action)

Possession, sale of or use of illegal drugs anywhere during working hours or on Employer premises is strictly prohibited and shall be grounds for immediate termination. (See Disciplinary Action)

WHEN TESTED

The Employer will require drug testing in accordance with Federal Motor Carrier Safety Regulations, as set forth in 49 CFR Part 40.

1. Pre-Employment. For purposes of assuring compliance with Federal Motor Carrier Safety Requirements, applicants for driving, employee drivers and owner-operators/independent contractors will be required to take and successfully pass an initial urine drug test.

Drivers who are not actually working on December 21, 1990 and who have been or will be recalled to work after that date will be tested in the same manner as applicants for employment, and discipline will be as indicated in the section of Disciplinary Action.

Tests may not be required for new hires or recalled drivers if the individual can substantiate that he has been in a proper drug testing program within the previous thirty days and either (a) tested negative within six (6) months prior to his application or recall to work or (b) participated in a proper drug testing program for the previous twelve (12) months prior to his application or recall.

Subsequent recalls will not require a drug test unless the individual has not been tested within two years prior to recall.

2. Random. All employees covered by this policy will be included as part of the Drug Test consortium group from which the Medical Review Officer (MRO) will randomly select 50% each year for testing per the requirements of the law.

On a periodic basis during the construction season; the MRO will select randomly a number of names (that on an annual basis will equal 50% of the total group) for random testing during that month.

Names selected will be forwarded to each Employer who will notify their employees selected to be tested. The Employer will be given a date before which the individual must be tested. The persons to be tested shall not be informed before the actual test is to be performed.

Failure of the Employer to accomplish the above requirements in the time

allotted will cause them to be out of compliance with the random testing requirements.

3. Bi-Annual (Periodic). Drivers shall be required to submit to a urine drug test at least every two years, not later than the Bi-annual medical examination as required by the Federal Motor Carrier Safety Regulations. Periodic tests may be discontinued after the driver has been tested in conjunction with his first annual physical after the beginning of the drug testing program and has been tested once for pre-employment or has been tested once under the random program.
4. Reasonable Cause Testing. The Employer may require urinalysis testing of an employee whom the Employer has reasonable cause to suspect of being under the influence of a drug. A documented summary of the facts supporting the requirement shall be made available to the employee prior to the actual test. Documentation shall also be provided to the Union Steward or Union Representative (if available) when issuing the request for an employee to submit to a drug test under this policy, and shall permit the Union Steward or Union Representative a reasonable amount of time (not to exceed one (1) hour) to travel to and consult with the employee prior to the employee being tested.

If an employee loses work time because of reasonable cause testing under this policy, the Employer will pay the employee for such lost time, provided the employee's test results are ultimately reported as negative.

5. Post-Accident.
 - (a) Post-accident urine testing will be required of those employees who are involved in a reportable accident if the driver receives a citation for a moving traffic violation arising from the accident. A reportable accident is one in which; a fatality occurs; or an individual injured in the accident immediately receives medical treatment away from the accident scene or total property damage equals \$4,400 or more.
 - (b) The post-accident urine test shall be conducted as soon as possible but not later than thirty-two (32) hours after the reportable or fatal accident. The Employer shall permit the Union Steward or Union Representative a reasonable amount of time (not to exceed one hour) to travel to and consult with the employee prior to the employee being tested.
 - (c) A driver who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization for obtaining hospital records and reports that would indicate if a controlled substance was in the driver's system.

(d) Disqualification for refusal to give a urine sample when a driver has been involved in a fatal accident, except for a driver who meets the conditions of (c) shall be for a period of one (1) year via a letter stating his refusal to be tested. (See Disciplinary Action) (See Definitions)

(e) A driver shall be disqualified via a letter of disqualification for a one (1) year period for a positive test of a controlled substance when the driver has been involved in a fatal accident. (See Disciplinary Action) (See Definitions)

RESULTS OF REFUSAL

Refusal or failure to submit to such drug testing will automatically be considered a positive test result, and the driver will be declared medically unqualified to drive for this Employer. Such drivers will be subject to disciplinary action.

When the employee appears unable or unwilling to give a specimen at the time of the collection, collection personnel shall document the circumstances on a drug test report form. The employee shall be permitted no more than eight (8) hours to give a sample, during which time he shall remain in the testing area, under observation. All time for which an employee is required to expend in providing a sample shall be considered work time and the employee shall be paid for such time pursuant to the provisions of the parties collective bargaining agreement. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit to a sample shall be considered a refusal to submit to a drug test (unless medical evidence for the physical inability to provide a sample is provided and documented).

DRUGS TESTED FOR

The drug screening test selected shall be capable of identifying marijuana, cocaine, opiates (morphine & codeine), phencyclidine (PCP), and amphetamines (amphetamines, Methamphetamine) or other drugs that may be specified by future Motor Carrier Safety Regulations.

HOW TESTED

Personnel utilized for testing will be certified as qualified to collect samples and adequately trained in collection procedure.

The laboratory selected to conduct the analysis shall be certified by the Department of Health & Human Services.

The laboratory will use an initial immunoassay screen. Negative results will be immediately reported to the MRO. Positive results will be re-tested using the gas chromatography/mass spectrometry screen. Reports that are positive on this

second screen will be reported as positive to the MRO.

TEST RESULTS

Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

INITIAL TEST

Level - Nanogram/milliliter (hereafter referred to as ng/ml).

Marijuana metabolite	-----	100
Cocaine metabolite	-----	300
Opiate Metabolite	-----	2000*
Phencyclidine	-----	25
Amphetamines	-----	1000

* 25 ng/ml if immunoassay-specific for free morphine.

Concentration of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technology different initial screening method:

<u>Confirmatory Test</u>	<u>Level(ng/ml)</u>
Marijuana metabolite -----	15*
Cocaine metabolite -----	150*
Opiates:	
Morphine -----	2000+
Codeine -----	2000+
Phencyclidine -----	25
Amphetamines:	
Amphetamines -----	500
Methamphetamine -----	500

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Bezoylecgonine

+ 25 ng/ml if immunoassay-specific for free morphine

Positive urine drug test results will be reviewed by a MRO to determine whether the driver is medically qualified to drive.

If there is a positive test result, the MRO will give the driver tested an opportunity to discuss the results and provide documentation of legally prescribed medications.

The MRO will contact the employee to determine if the positive test is the result of the employee using a controlled substance. If it is determined the employee is unlawfully using a controlled substance, the MRO will notify the contact person designated by the Employer, who will notify the driver as soon as possible. At this time, the employee will be placed upon a thirty (30) calendar day suspension (See Disciplinary Action).

Employees having a negative drug test result shall, upon their request, receive a card or memorandum stating that the test was negative. Copies of confirmed positive test results will be kept in the person's file for a minimum of five (5) years.

Positive test results will not be released to any unauthorized person without the driver's written consent.

The Employer shall maintain a written record of all individuals, companies, agencies or regulatory bodies that request to examine any test results.

DISCIPLINARY ACTION

- (1) Thirty (30) calendar day suspension without pay, mandatory enrollment in a rehabilitative program (at the expense of the employee), or his or her insurance coverages as the case may be, and random drug testing for thirty-six (36) months from returning to work. The employee shall be responsible for providing documentation evidencing successful completion of a rehabilitative program which complies with all applicable Federal and State regulations.

For (1) First Offense of:

- (a) Refusal to submit to drug test
- (b) Failure to submit a sample
- (c) Positive drug test result

- (2) Immediate Termination

For (1) First Offense of:

- (a) Selling or dispensing illegal drugs on Employer premises
- (b) Selling or dispensing drugs in or from an Employer owned, leased or contracted motor vehicle
- (c) Possession or use of illegal drugs during working hours or on Employer premises

For (2) Second Offense of:

- (a) Refusal to submit to drug test
- (b) Failure to submit a sample
- (c) Positive drug test result
- (d) Any combination of 1 (1) a,b,c, and 2 (2) a,b,c

(3) Disqualification for (1)

- (a) One year if positive results after involved in fatal accident
- (b) One year if refusal to give sample when involved in a fatal accident.

EMPLOYEE EDUCATION PROGRAM (EEP).

This Employer will implement a program to provide educational information to drivers concerning the effects and consequences of drug use on personal health, safety and work environment and community organizations and programs established to assist drug users.

Every driver will be required to take at least one hour of education drug abuse training each year.

The EEP program must include at least the following elements;

The effects and consequences of controlled substances use on personal health, safety and work environment.

The manifestation and behavioral mannerisms that may indicate controlled substance use or abuse and documentation or training given to drivers and supervisory personnel.

DEFINITIONS FOR THE PURPOSE OF THIS POLICY

Legal Drug means prescribed drugs and over the counter drugs which have been legally obtained and are being used for the purpose of which they were prescribed or manufactured.

Illegal Drug means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. It also includes marijuana.

Reasonable Cause means that the motor carrier believes the actions or appearance or conduct of a commercial motor vehicle driver are indicative of the use of controlled substance.

Medical Review Officer shall refer to a licensed doctor of medicine or osteopathy

with knowledge of drug abuse disorders that is employed or used by a motor carrier to conduct drug testing in accordance with this part.

Disqualification or disqualified shall mean that the driver cannot drive for a period of one year for an Employer in a capacity that would require drug testing under 49 CFR Part 40.

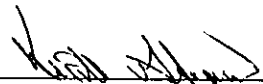
ARTICLE 26 TERMINATION OF AGREEMENT

26.1 This Agreement shall become effective as of the 1st day of May, 2002 and shall remain in full force and effect until the 30th day of April 2006 and each year thereafter, unless written notice of termination or desired modifications is given at least sixty (60) days, but no more than ninety (90) days prior to the expiration date by either of the parties hereto.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first above set forth.


UNION:

ILLINOIS CONFERENCE OF TEAMSTERS

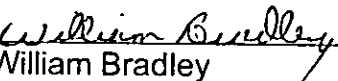


Keith Gleason, President


NEGOTIATING COMMITTEE:



Dale Stewart, Chairman



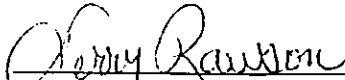
William Bradley



Ron Braddock



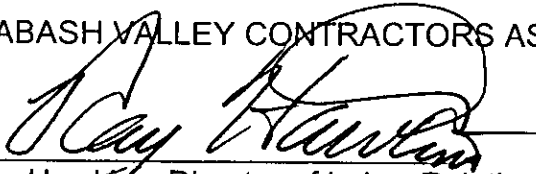
Jim Cross



Terry Rawson

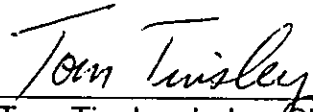
ASSOCIATION:

WABASH VALLEY CONTRACTORS ASSOCIATION



Ray Hawkins, Director of Labor Relations

AGC DISTRICT # 7



Tom Tinsley, Labor Chairman

MEMORANDUM OF AGREEMENT

The following firms have given the association their bargaining rights.

Ambraw Asphalt Materials Inc.
Mt. Carmel Sand & Gravel Co., Inc.

ADOPTION OF AGREEMENT

The undersigned Employer not presently represented by the above Association hereby adopts the foregoing Agreement in its entirety.

Legal Name of Employer

Address of Employer (include city and state)

Signature of Authorized
Representative of Employer