

**AREA-WIDE OWNER-DRIVER CONSTRUCTION AGREEMENT**  
**Teamsters Local Unions Nos. 179, 301, 330, 673, 731 or 786**  
**affiliated with**  
**TEAMSTERS JOINT COUNCIL No. 25 and the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

This Agreement is entered into on the date designated below by and between the Owner-Driver operating their own vehicle (“Owner-Driver”) and the designated Teamster Local Union No. 179, 301, 330, 673, 731 or 786, affiliates of Teamsters Joint Council No. 25 (“Union”). This Agreement shall be known as the AREA-WIDE OWNER-DRIVER CONSTRUCTION AGREEMENT.

**Witnesseth**

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 Owner-Driver’s only; (b) to prevent strikes, lockouts, and work stoppages; and (c) to adopt suitable measures for the peaceful settlement of grievances and differences.

It is mutually understood and agreed that the following terms relating to the wages, hours and working conditions of Owner-Drivers covered by this Agreement have been decided upon by means of collective bargaining, that the signatory below has entered into this agreement voluntarily and without coercion, 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, 731, and 786, affiliates of I. B. of T. Joint Council No. 25.

**1.2 Recognition:** Owner-Driver 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 work covered by this Agreement.

**1.3 Work Covered: Jurisdiction.** This Agreement shall cover 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, 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. Construction, slag and sludge hauling or any other trucking in or out of steel mills.
- m. Hauling of salt.
- n. The hauling of recycled broken concrete and recycled asphalt.
- o. Hauling of dirt loaded on and removed from the job site (road construction only).

**1.4 Scope of Agreement.** This Agreement is limited to owner-drivers only. Should the signatory Owner-Driver employ additional drivers performing work covered under this Agreement, it shall thereupon become bound to the then-current Area-Wide Construction Agreement between the Mid-American Regional Bargaining Association and Teamsters Locals 179, 301, 330, 673, 731 and 786, affiliated with Teamsters Joint Council No. 25, for all drivers under its employ.

## **ARTICLE 2**

### **Union Security**

The Owner-Driver agrees to either join the Union after 30 days of employment, or maintain such membership in the Union during the term of this Agreement, to the maximum extent permitted under law, and to pay such dues and initiation fees uniformly required of members.

**ARTICLE 3**  
**Subcontracting**

**3.1** The Owner-Driver agrees that neither he/she nor any of his/her 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.

**3.2 (a)** In order to protect the wages, working conditions and job opportunities of workers employed under this Agreement, the Owner-Driver 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/she will subcontract such work only to an Owner-Driver 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, 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/her performance or compliance with such undertaking to the procedures set forth in Article 6 of this Agreement.

**(b)** The Owner-Driver will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within twenty-four (24) hours of entering into such subcontract and shall specify the name and address of the subcontractor.

**(c)** Upon written notice by the Union that the Owner-Driver's subcontractors are not in substantial compliance with Articles 3.1 or 3.2, the Owner-Driver shall cease employment of such subcontractor immediately upon receipt of written notice.

**ARTICLE 4**  
**No Strikes or Lockouts**

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 Owner-Driver agrees that during the life of this Agreement there shall be no lockouts. The provisions of this Article shall not apply to any Owner-Driver that refuses to follow the procedures outlined in Article 5 or otherwise fails to observe the terms of this Agreement.

**ARTICLE 5**  
**Grievances and Arbitration**

**5.1** All disputes or grievances arising out of work and operations under this Agreement, except as elsewhere provided, shall be settled and resolved as provided in this Article.

**5.2** If the Union files a grievance over the violation of any term of this Agreement that cannot be resolved within seven (7) working days after receipt of the written grievance, the Union may advance the grievance to final and binding arbitration under the labor arbitration rules of the Federal Mediation and Conciliation Service. The expense of the Arbitrator shall be jointly paid by the Owner-Driver and the Local Union between whom the grievance or dispute exists.

**5.3** In the event of a jurisdictional dispute between the Unions party to this Agreement, the matter shall be finally decided by Teamsters Joint Council No. 25, which decision shall be binding on the Owner-Driver and the Unions.

**ARTICLE 6**  
**Wages and Other Allowances**

Owner-Drivers operating their own vehicle shall receive the hours, wages, overtime, supplemental allowances, working conditions, and other provisions set forth in the Area-Wide Construction Agreement between the Mid-American Regional Bargaining Association and Teamsters Locals 179, 301, 330, 673, 731 and 786, affiliates of Teamsters Joint Council No. 25 ("MARBA Agreement"), receipt of a copy thereof is acknowledged, 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/she would have received for the equivalent time worked on that date as an hourly-rated Driver.

**ARTICLE 7**  
**Pension Fund**

**7.1** Effective June 1, 2023, the Owner-Driver shall remit Ten Dollars (\$10.00) per Hour to the Pension Fund affiliated with the Local Union signatory below:

Effective June 1, 2024: \$10.00 per hour

Effective June 1, 2025: \$10.50 per hour

Effective June 1, 2026: \$11.00 per hour

The applicable Pension Fund shall be:

Suburban Teamsters of Northern Illinois Pension Fund (Locals 179, 330, 673);  
Teamsters Local Union No. 301 Pension Fund (Local 301);  
Local 731 Excavators and Pavers Pension Fund (Local 731); or  
Local Union 786 Lumber Pension Fund (Local 786).

**7.2** The Owner-Driver shall also submit a Remittance Report in a form to be furnished by the Administrators of the applicable Pension Fund showing the Owner-Driver's name during the period for which the report is made. The Remittance Form and required contributions shall be submitted each month to the Administrator of the Pension Fund not later than the twentieth (20th) day of the month following the month for which contributions are due, or such other date as required by the Pension Fund.

**7.3 Authorized Deduction.** The Owner-Driver hereby voluntarily authorizes and directs any contractor or subcontractor party to an agreement with affiliated Local unions of Teamsters Joint Council No. 25, to deduct the hourly pension contribution from payments owed to the Owner-Driver and remit them on Owner-Driver's behalf to the Pension Fund.

**7.4** The Owner-Driver agrees that it is bound by and is a party to the Trust Agreements creating the applicable Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, said Agreements being incorporated herein by reference and made a part hereof. The Owner-Driver 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, 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 Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

**7.5** The Trustees of the Pension Fund have the authority to audit the books and records of the signatory Owner-Driver through their authorized representative, either randomly or whenever such examination is deemed necessary, in accordance with Policies established by the Trustees. The Owner-Driver agrees to make available to the authorized representative of the Trustees, payroll records, tax records, time records and such other records as the Trustees deem necessary to verify that the contributions required under this Article have been paid correctly and in full. In the event that the audit discloses that, during the period of the audit, the Owner-Driver underpaid its contributions to the Pension Fund, the Owner-Driver shall be liable for the costs of the audit, as well as liquidated damages and interest in accordance with the Policies established by the Trustees.

**7.6 Penalty for Failure to Pay Pension:** The Owner-Driver recognizes the necessity of making prompt Pension contributions when required, the possibility that benefit standing could be placed in jeopardy if required contributions are not timely made, and the concern of the Union that the Owner-Driver is covered by such required contributions.

**7.7** Whenever the Owner-Driver is delinquent in making required payments to the Pension Funds, the Union may strike or picket the Owner-Driver to force required payments. This provision shall not be subject to and is specifically excluded from the grievance procedure (Article 5). If an Owner-Driver fails to pay any required contributions due in accordance with this Article, the Trustees of the respective Fund may assess the Owner-Driver a penalty on the delinquent contributions due as liquidated damages in addition to all reasonable attorney fees, accountant fees and cost of collection.

**7.8** The obligation to make Pension contributions shall continue during periods when a new collective bargaining agreement is being negotiated unless there is a work stoppage or lockout.

**ARTICLE 8**  
**Health and Welfare**

**8.1 Waiver.** The following provisions shall be applicable where the Owner-Driver lacks an alternative source of health insurance. If the Owner-Driver submits to the Unions adequate proof of health insurance, it shall be relieved of any obligation to contribute to the appropriate Health and Welfare Fund under this Article and shall receive as wages those remittance amounts. In the event the Owner-Driver loses Health coverage and needs to obtain Health coverage with the Union, the Owner-Driver must first produce a certificate of Creditable Coverage as proof of loss of coverage and must remain in the Union Health Plan for the duration of this agreement.

**8.2** Effective June 1, 2023, the Owner-Driver shall remit the following amounts per hour worked to the Health and Welfare Fund of the signatory Union:

Local 179:	\$ 448.00/wk.	Suburban Teamsters of Norther Illinois Welfare Fund;
Local 301:	\$ 12.40/hr.	Teamsters Local 301 Health & Welfare Fund;
Local 330:	\$ 448.00/wk.	Suburban Teamsters of Norther Illinois Welfare Fund;
Local 673:	\$ 448.00/wk.	Suburban Teamsters of Norther Illinois Welfare Fund;
Local 731:	\$ 12.80/hr.	Health and Welfare Fund, Excavating, Grading and Asphalt Craft, Local No. 731, I.B. of T.; or
Local 786:	\$ 500.00/wk.	Building Material Chauffeurs, Teamsters and Helpers Welfare Fund of Chicago.

**8.3** The foregoing amounts shall be adjusted each June 1 in accordance with the amounts so allocated by the Unions from the total economic package received under the MARBA Agreement.

**8.4** The Owner-Driver 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, 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 Trustees pursuant to said Agreement and Declaration of Trust, as amended from time to time. The Welfare Fund Trustees may audit the Owner-Driver according to their procedures to assure compliance herewith.

**8.5 Penalty For Failure to Pay Health & Welfare:** The Owner-Driver recognizes the necessity of making prompt Health and Welfare contributions, the possibility that benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the Union that the Owner-Driver is covered by such contributions.

**8.6** Whenever the Owner-Driver is delinquent in making required payments to the Welfare Funds, the Union may strike or picket the Owner-Driver to force required payments. This provision shall not be subject to and is specifically excluded from the grievance procedure (Article 5). If an Owner-Driver fails to pay any required contributions due in accordance with this Article, the Trustees of the respective Fund may assess the Owner-Driver a penalty on the delinquent contributions due as liquidated damages in addition to all reasonable attorney fees, accountant fees and cost of collection.

## **ARTICLE 9**

### **Illinois Teamsters/Employers Apprenticeship and Training Fund Affiliated with IBT Joint Council No. 25**

**9.1.** The parties acknowledge that the Illinois Teamsters/Employers Apprenticeship and Training Fund Affiliated with IBT Joint Council No. 25 (Training Fund) has been established for the purpose of providing apprenticeship and training opportunities to individuals working in the construction, material hauling, warehousing and cartage industries.

**9.2.** The Owner-Driver hereby agrees that it is bound by the Trust Agreement creating the Training Fund, including all prior and subsequent Amendments thereto, as if it had signed the original copy of said Trust Agreement. The Owner-Driver hereby designates as its Representatives on the Board of Trustees such Employer Trustees as have been appointed in the manner provided for in the Trust Agreement, together with their successors. The Owner-Driver further agrees to be bound by all actions taken by the Trustees in the administration of the Trust.

**9.3** The Owner-Driver shall contribute into the Illinois Teamsters/Employers Apprenticeship and Training Fund Affiliated with IBT Joint Council No. 25/Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund the amount set forth below. The Owner-Driver shall remit such contributions on a monthly basis along with a completed contribution report on a form approved by the Trustees. Contributions due for one (1) month must be received no later than the twentieth (20th day) of the following month. Contributions received after that date are delinquent. If the Owner-Driver submits delinquent contributions, same shall be subject to the payment of liquidated damages and interest in accordance with the Policies

established by the Trustees. Allocated from the total economic package, an amount of twenty cents (\$0.20) per hour worked or one dollar and fifty cents (\$1.50) per day worked.

**9.4** The Trustees of the Training Fund have the authority to audit the books and records of a participating Owner-Driver through their authorized representative, either randomly or whenever such examination is deemed necessary, in accordance with Policies established by the Trustees. The Owner-Driver agrees to make available to the authorized representative of the Trustees, payroll records, tax records, time records and such other records as the Trustees deem necessary to verify that the contributions required under this Article have been paid correctly and in full. In the event that the audit discloses that, during the period of the audit, the Owner-Driver underpaid its contributions to the Training Fund, the Owner-Driver shall be liable for the costs of the audit, as well as liquidated damages and interest in accordance with the Policies established by the Trustees.

**Article 10**  
**LMCC/Task Force**

The Owner-Driver agrees to contribute to the Chicago Teamsters Construction Labor/Management Cooperation Committee (L.M.C.C/Task Force), a Jointly Trusteed Labor/Management Cooperation Committee established under the provisions of 302(c) of the Labor Management Act the amount set forth in the table below. The Committee shall be known as the "Task Force" and shall undertake such actions as are appropriate under section 302(c)(9). The Task Force shall be funded by contributions not to exceed the allocation listed in this Article by the Local Union. Allocated from the total economic package, an amount of twenty cents (\$0.20) per hour worked or one dollar and fifty cents (\$1.50) per day worked by the Owner-Driver.

**ARTICLE 11**  
**Job Access by Union**

Authorized Representatives of the Union and Teamsters Joint Council No. 25 shall have access to the Owner-Driver'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.

**ARTICLE 12**  
**Protection of Rights**



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 Owner-Driver'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. This Article in its entirety is excluded from the application of the grievance procedure of this Agreement (Article 5).

**ARTICLE 13**  
**Conformity to Law - Saving Clause**

**13.1** 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. 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.

**13.2** It is agreed that the Owner-Driver and the Union will not make any written or verbal agreement which is not compliant with the terms of the total annual economic package as contained herein. Any agreements to the contrary shall be terminated on the effective date of this Article.

**ARTICLE 14**  
**Delinquency Bond**

Any Owner-Driver 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 (\$50,000.00). 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 of any delinquency in wages or fringe benefit contributions as defined herein.

**ARTICLE 13**  
**Duration and Termination**

This Agreement shall become effective on June 1, 2023 and shall remain in force and effect until and including May 31, 2027. After May 31, 2027, this Agreement shall be renewed automatically for periods of one (1) year unless either the Owner-Driver 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 executed this Agreement on the date indicated below:

**FOR THE UNION:**

IBT LOCAL UNION NO. \_\_\_\_\_

By: \_\_\_\_\_  
Its authorized agent

Dated: \_\_\_\_\_

**FOR THE OWNER-DRIVER:**

Name: \_\_\_\_\_

Enterprise: \_\_\_\_\_

By: \_\_\_\_\_  
its authorized agent

Dated: \_\_\_\_\_

**Owner-Driver Direction and Authorization to Deduct Pension Contribution**

The undersigned Owner-Driver agrees to participate in the Teamsters-sponsored Pension Fund designated below and also agrees and states:

1. I am signatory to a collective bargaining agreement (“CBA”) with a Teamster Local Union No. 179, 301, 330, 673, 731 or 786, affiliated with Teamsters Joint Council No. 25 (the “Union”);
2. I authorize and direct any contractor or entity for whom I perform services that is signatory to a Union collective bargaining agreement to deduct and remit on my behalf the hourly pension fund contribution set forth in the Area Wide Owner-Driver Construction Agreement to the below designated Pension Fund for each hour of compensated work that I perform for the contractor or entity;
3. I understand and agree that the Pension Fund remittance designated above will be deducted from the sum paid to me or on my behalf by such contractor or entity;
4. I authorize and direct that a record of such deductions and remittances be provided to the designated Pension Fund and to the Union;
5. I agree that I am required to maintain this authorization and direction for Pension Plan contributions for the duration of the CBA;
6. I agree that if I intend to revoke this Direction and Authorization at the termination of the then-current CBA, I must notify the Union in writing at least thirty (30) days prior to the expiration of the then-current CBA;
7. I agree that by deducting and remitting the Pension Fund contribution authorized herein, the contractor or entity does not become my joint or single employer; and
8. I understand that the contribution amount listed below is negotiated with the Union, and that the amount can be changed as authorized by or through renegotiation of the CBA.

Check applicable Pension Fund:

- Suburban Teamsters of Northern Illinois Pension Fund (IBT Locals 179, 330, 673)
- Teamsters Local Union No. 301 Pension Fund (IBT Local 301)
- Local 731 Excavators and Pavers Pension Fund (IBT Local 731)
- Local Union 786 Lumber Pension Fund (IBT Local 786)

OWNER-DRIVER:

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Enterprise Name: \_\_\_\_\_

Teamster Local Union No. \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

