

# **MID-AMERICA REGIONAL BARGAINING ASSOCIATION**



## **AREA WIDE CONSTRUCTION AGREEMENT**

**BY AND BETWEEN**

**MID-AMERICA REGIONAL BARGAINING  
ASSOCIATION (MARBA)**

**AND**

**TEAMSTERS JOINT COUNCIL NO. 25**  
affiliated with the  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**TERM OF AGREEMENT**

**JUNE 1, 2019 TO MAY 31, 2023**

**PLEASE NOTE:**

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

# TEAMSTERS JOINT COUNCIL NO. 25

Term of Agreement  
June 1, 2019 to May 31, 2023

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE 1</b>	Recognition and Scope of Agreement
	Geographic Coverage..... 1
	Recognition..... 1
	Bargaining Unit..... 1
	Work Covered: Jurisdiction..... 1
<b>ARTICLE 2</b>	Union Security
	Maintenance of Membership..... 2
	New Employees..... 2
	Enforcement..... 2
	Additional Employees..... 2
<b>ARTICLE 3</b>	Subcontracting..... 3
<b>ARTICLE 4</b>	Pre-Job Conference..... 4
<b>ARTICLE 5</b>	No Strikes or Lockouts..... 4
<b>ARTICLE 6</b>	Grievances and Arbitration..... 5
<b>ARTICLE 7</b>	Jurisdictional Dispute..... 6
<b>ARTICLE 8</b>	Wages..... 6
	Wages for Local 179..... 7
	Wages for Local 301..... 7
	Wages for Local 330..... 7
	Wages for Local 673..... 7
	Wages for Local 731..... 8
	Wages for Local 786..... 8
	Classifications (Group 1)..... 8
	Classifications (Group 2)..... 8
	Classifications (Group 3)..... 9
	Classifications (Group 4)..... 9
<b>ARTICLE 9</b>	Health and Welfare..... 10
	Local 731..... 10
	Local 786..... 11
	Locals 179, 301, 330, 673 and 786..... 12
<b>ARTICLE 10</b>	Pension..... 14
	Local 731..... 15
	Local 786..... 15
	Locals 179, 301, 330, 673 and 705..... 16
<b>ARTICLE 11</b>	Check off..... 17

<b>ARTICLE 12</b>	Working Hours and Overtime.....	18
<b>ARTICLE 13</b>	General Conditions.....	19
	Seniority .....	19
<b>ARTICLE 14</b>	Labor Work.....	20
	Dump Man.....	20
<b>ARTICLE 15</b>	Non-Discrimination .....	21
<b>ARTICLE 16</b>	Employment Termination .....	21
	No Discrimination .....	21
	Discharge or Suspension.....	21
<b>ARTICLE 17</b>	Holidays	
	Locals 179, 301, 330 and 673 .....	21
	Local 731.....	21
	Local 786.....	22
<b>ARTICLE 18</b>	Vacations and Leaves of Absence.....	22
	Locals 179, 301, 330 and 673 .....	22
<b>ARTICLE 19</b>	Owners-Drivers .....	22
<b>ARTICLE 20</b>	Mechanic's Tools.....	23
<b>ARTICLE 21</b>	Job Access by Union - Stewards .....	23
<b>ARTICLE 22</b>	Protection of Rights .....	24
<b>ARTICLE 23</b>	Separate Agreements .....	24
<b>ARTICLE 24</b>	Compliance with Safety and Traffic Laws .....	25
<b>ARTICLE 25</b>	Economic Loss .....	25
<b>ARTICLE 26</b>	Inspection Privileges .....	25
<b>ARTICLE 27</b>	Emergencies .....	25
<b>ARTICLE 28</b>	Sales and Transfers - Scope of Obligation .....	26
<b>ARTICLE 29</b>	Conformity to Law - Saving Clause.....	26
<b>ARTICLE 30</b>	Delinquencies.....	27
<b>ARTICLE 31</b>	Utilization of Company Owned Equipment .....	27
<b>ARTICLE 32</b>	Most Favored Nations .....	27
<b>ARTICLE 33</b>	Labor/Management Cooperation Committee.....	28
<b>ARTICLE 34</b>	Cook County and City of Chicago Sick Leave Ordinance Waiver .....	28

**ARTICLE 35** Duration and Termination.....28

**ADDENDUM 1** Uniform Drug/Alcohol Abuse Policies .....30

**ADDENDUM 2** Work Continuation Program.....31

**ADDENDUM 3** Local 731 Industry Scholarship Fund.....32

**SIDE LETTER** Contract Ratification Bonus.....33

**AREA WIDE CONSTRUCTION AGREEMENT**  
**TEAMSTERS JOINT COUNCIL NO. 25**  
**affiliated with the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

This Agreement entered into this tenth day of September, 2019, by and between the Mid-America Regional Bargaining Association (hereinafter referred to as MARBA) for and on behalf of itself, its member associations and their members who have assigned bargaining rights to their Association, and any Employer signatory to this Agreement both present and future or \_\_\_\_\_, (Hereinafter referred to as EMPLOYER or EMPLOYERS) and Locals No. 179, 301, 330, 673, 705, 731 and 786, affiliates of the International Brotherhood of Teamsters, (hereinafter referred to as the UNION). This Agreement shall be known as UNIONS, I.B. of T., JOINT COUNCIL NO. 25, AREA WIDE CONSTRUCTION AGREEMENT.

**Witnesseth**

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

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

**ARTICLE 1**  
**Recognition and Scope of Agreement**

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

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

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

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

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

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

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

## **ARTICLE 2**

### **Union Security**

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

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

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

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

### **ARTICLE 3** **Subcontracting**

**3.1 (a)** The Employer agrees that neither he/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.

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

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

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

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

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



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

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

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

**3.4** Through the Joint Labor Management Task Force, the parties agree to meet and pursue the drafting of a Brokers Collective Bargaining Agreement ("BCBA") which shall cover the payment of fringe benefit contributions (including an appropriate form of Bond for such payments) for non-Employer trucks and truck brokerage companies performing jobsite construction. The language of the BCBA shall be acceptable to both the Union and the Employers, and the Union (Joint Council No. 25) shall make the BCBA available on a voluntary and non-discriminatory basis to non-Employer trucks and truck brokerage companies performing jobsite construction for the purpose of compliance with Article 3.1 above. Execution of the BCBA shall be presumptive evidence of compliance with Article 3.1, with no further requirements being placed on the Employer thereunder. BCBA signatory trucks/truckers shall also be presumptively qualified to perform non-jobsite work under 3.2 above, with no further requirements being placed on the Employer thereunder.

#### **ARTICLE 4** **Pre-Job Conference**

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

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

#### **ARTICLE 5** **No Strikes or Lockouts**

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

**ARTICLE 6**  
**Grievances and Arbitration**

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

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

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

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

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

**6.6** MARBA and the Union shall together create and appoint a permanent Joint Area Committee consisting of an equal number of members representing the Employers and Union, but no less than three (3) from each group. Alternates may also be appointed. The procedural rules to govern the conduct of the Joint Area Committee are hereby incorporated by reference.

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

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

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

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

**6.10** When the Joint Area Committee is unable to decide a dispute or grievance, it may be submitted at the option of the moving party within thirty (30) days, to an Arbitrator jointly selected by the parties from a panel of seven (7) potential Arbitrators provided by the American Arbitration Association and/or the Mediation and Conciliation Service. The panel of Arbitrators shall be members of the National Academy of Arbitrators and who maintain an office in the greater Chicagoland area. Each party shall alternately strike names from the list, the moving party striking first until one Arbitrator remains. The decision of the Arbitrator shall be final and binding upon all parties.

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

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

**ARTICLE 7**  
**Jurisdictional Dispute**

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

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

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

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

**ARTICLE 8**  
**Wages**

8.1 The following rates of hourly pay shall prevail during the period herein set forth.

■ **For All Local Unions:** There shall be an increase in the total economic package according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective September 10, 2019.....	3.25% per hour (\$1.94 across all locals)*
Effective June 1, 2020.....	3.25% per hour
Effective June 1, 2021.....	3.25% per hour
Effective June 1, 2022.....	3.25% per hour

The full wage package increase, including fringe benefits, for the first year of this agreement shall take effect on September 10, 2019. Future economic increases shall take effect as of June 1, 2020, June 1, 2021, and June 1, 2022.

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

To maintain the efficiency and skills of the workforce due to ongoing changes in equipment and technology, the parties recognize the importance of employees continuing to develop their skill and knowledge so they are qualified to deal with such changes. Therefore, effective June 1, 2019, the Employer agrees to contribute no less than fifteen cents (\$0.15) per hour/per employee to the Teamsters Joint Council No. 25 Training Fund.

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

Allocation of the economic increase between wages and existing fringe benefit funds package shall be determined by the Local Union at least thirty (30) days prior to the scheduled date of each increase. It is further agreed that the Illinois Prevailing Wage forms will be based upon the wage package negotiated herein and will be jointly signed and executed by the parties. The Certification sent to the Department of Labor shall be jointly agreed upon by the Union and Management, and the Union's Designated Representative will submit same to the Illinois Department of Labor for certification.

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

■ **Effective September 10, 2019** **IBT LOCAL 179**

---

**Classification**

Group 1 - 2 or 3 Axle Trucks	\$39.20
Group 2 - 4 Axle Trucks	\$39.35
Group 3 - 5 Axle Trucks	\$39.55
Group 4 - 6 Axle Trucks	\$39.75
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

■ **Effective September 10, 2019** **IBT LOCAL 301**

---

**Classification**

Group 1 - 2 or 3 Axle Trucks	\$39.34
Group 2 - 4 Axle Trucks	\$39.49
Group 3 - 5 Axle Trucks	\$39.69
Group 4 - 6 Axle Trucks	\$39.89
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

■ **Effective September 10, 2019** **IBT LOCAL 330**

---

**Classification**

Group 1 - 2 or 3 Axle Trucks	\$38.23
Group 2 - 4 Axle Trucks	\$38.38
Group 3 - 5 Axle Trucks	\$38.58
Group 4 - 6 Axle Trucks	\$38.78
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

■ **Effective September 10, 2019** **IBT LOCAL 673**

---

**Classification**

Group 1 - 2 or 3 Axle Trucks	\$38.47
Group 2 - 4 Axle Trucks	\$38.62
Group 3 - 5 Axle Trucks	\$38.82
Group 4 - 6 Axle Trucks	\$39.02
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**Classification**

Group 1 - 2 or 3 Axle Trucks	\$37.45
Group 2 - 4 Axle Trucks	\$37.70
Group 3 - 5 Axle Trucks	\$37.90
Group 4 - 6 Axle Trucks	\$38.10
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

**Classification**

Group 1 - 2 or 3 Axle Trucks	\$42.282
Group 2 - 4 Axle Trucks	\$42.540
Group 3 - 5 Axle Trucks	\$42.757
Group 4 - 6 Axle Trucks	\$42.974
Group 5 - An additional 20¢ per axle shall be paid for all vehicles with more than six (6) axles.	

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

**GROUP 1**

Frame Truck when used for transportation purposes	Pole Trailer, up to 40 feet
Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors	Pothole Repair Trucks
Ambulances	Power Mower Tractors
Articulated Dumps	Quick Change Barrier
Batch Gate Lockers	Self-Propelled Chip Spreader
Batch Hopperman	Shipping and Receiving Clerks and Checkers
Car and Truck Washers	Skipman
Carry Alls	Slurry Trucks, two-man operation
Fork Lifts and Hoisters	Slurry Trucks, Conveyor Operated - 2 or 3 man operation
Helpers	Teamsters
Mechanics Helpers and Greasers	Unskilled Dumpmen
Oil Distributors, two-man operation	Warehousemen and Dockmen
Pavement Breakers	Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

**GROUP 2**

Dispatcher	Mixer Trucks under seven (7) yards
Dump Crets and Adgetors under seven (7) yards	Ready-Mix Plant Hopper Operator
Dumpsters, Track Trucks, Euclids, Hug Bottom	Winch Trucks, 2 Axles
Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards	

### GROUP 3

Dump Crets and Adgetors, seven (7) yards and over	Mobile Cranes while in transit
Dumpsters, Track Trucks, Euclids, Hug Bottom DumpTurnatrailers or Turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards	Oil Distributors, one-man operation
Explosives and/or Fission Material Trucks	Pole Trailer, over 40 feet
Mixer Trucks, seven (7) yards or over	Pole and Expandable Trailers hauling material over 50' long
	Slurry Trucks, one-man operation
	Winch Trucks, three (3) axles or more
	Mechanic - *Truck Welder and *Truck Painter

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

### GROUP 4

Asphalt Plant Operators in areas where it has been past practice	Foreman
Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories	Master Mechanic
	Self-loading equipment like P.B. and trucks with scoops on the front

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

Bulk Tank Trucks	Fuel Trucks	Service Trucks
Buses	Grease Trucks	Telescope Trucks
Dry Batch Trucks	Low Boys*	Water Trucks
Dump/Conveyer Trucks	Scissor Trucks	

\*Low Boy Premium Wage Improvement:  
2019 \$0.50 per hour added to base wage  
2020 \$0.75 per hour added to base wage  
2021 \$1.00 per hour added to base wage  
2022 \$1.00 per hour added to base wage

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

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

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

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

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

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

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

**ARTICLE 9**  
**Health and Welfare**

■ **For All Local Unions:** There shall be an increase in the total economic package according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the Local Union thirty (30) days prior to the effective date of the increase.

Effective September 10, 2019.....	3.25% per hour
Effective June 1, 2020.....	3.25% per hour
Effective June 1, 2021.....	3.25% per hour
Effective June 1, 2022.....	3.25% per hour

**IBT LOCAL 731:**

---

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

Effective September 10, 2019 - \$10.17 per hour for each employee.

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

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

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

**IBT LOCAL 786:**

---

**9.2(a)** Effective September 10, 2019 the Employer shall contribute and pay to the Building Material Chauffeurs, Teamsters and Helpers Welfare Fund of Chicago, the sum of \$361.00 per week for each employee covered by this Agreement who appears on the payroll at least two (2) calendar days in any calendar week, regardless of the number of hours worked, beginning with the first such week of employment.

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

**9.2(b)** Whenever the Trustees of the Building Material Chauffeurs, Teamsters and Helpers Welfare Fund of Chicago shall certify to the Association that the assets of said Fund are less than \$250,000.00, each Employer shall contribute, effective thirty (30) days after receipt of notice thereof to the Association, an additional amount (not to exceed eighty cents (\$0.80) per week per employee) as determined by said Trustees for each week of employment as defined in Section 1. Such additional contributions shall continue to be made by such Employers until the said Trustees shall certify to the Association that the assets of the said Trust exceed \$500,000.00, at which time such additional contributions shall cease and shall not again be resumed until the said Trustees shall again certify to the Association that the assets of the Welfare Fund Trust are less than \$250,000.00.

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

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

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

**IBT Locals 179, 301, 330, 673and 786 (for subparts (d) and (e) only)**

---

**9.3(a) FOR LOCAL 179:** Effective September 10, 2019, at the Employer's option, the Employer shall pay the sum of \$382.00 per week for each regular employee covered by this Agreement who performs any work in such week into a trust fund set up by the Trust Agreement now in effect in the aforementioned Union Locals for the payment of Health and Welfare benefits as determined by a Board of Trustees or \$9.40 per hour for each regular employee.

**FOR LOCAL 301:** Effective September 10, 2019, the Employer shall pay the sum of \$380.00 per hour for each regular employee covered by this Agreement.



**FOR LOCAL 330:** Effective September 10, 2019, at the Employer's option, the Employer shall pay the sum of \$375.20 per week for each regular employee covered by this Agreement who performs any work in such week into a trust fund set up by the Trust Agreement now in effect in the aforementioned Union Locals for the payment of Health and Welfare benefits as determined by a Board of Trustees or \$9.38 per hour for each regular employee.

**FOR LOCAL 673:** Effective September 10, 2019, at the Employer's option, the Employer shall pay the sum of \$379.20 per week for each regular employee covered by this Agreement who performs any work in such week into a trust fund set up by the Trust Agreement now in effect in the aforementioned Union Locals for the payment of Health and Welfare benefits as determined by a Board of Trustees or \$9.30 per hour per hour for each regular employee.

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

**FOR LOCAL 179:** The amount of \$382.00 per employee per week effective September 10, 2019, shall be contributed for each regular employee other than casual or emergency employees, covered under the Collective Bargaining Agreement for any week in which such employee performs any service for the Employer.

**FOR LOCAL 301:** The amount of 10.75 per employee per hour effective September 10, 2019, shall be contributed for each regular employee other than casual or emergency employees.

**FOR LOCAL 330:** The amount of \$375.20 per employee per week effective September 10, 2019, shall be contributed for each regular employee other than casual or emergency employees, covered under the Collective Bargaining Agreement for any week in which such employee performs any service for the Employer.

**FOR LOCAL 673:** The amount of \$379.20 per employee per week effective September 10, 2019, shall be contributed for each regular employee other than casual or emergency employees, covered under the Collective Bargaining Agreement for any week in which such employee performs any service for the Employer.

**9.3(c)** Payment shall be made on casual or emergency employees who are defined for this purpose only, as employees who are not on a seniority list and such payment shall be made for the days actually worked at the rate of \$76.40 per day for Local 179, \$86.00 for Local 301, \$75.04 for Local 330, \$75.84 for Local 673, effective September 10, 2019.

**9.3(d)** If any regular employee is absent because of non-occupational illness or injury, the required \$382.00 per week for Local 179, \$10.75 per hour for Local 301, \$375.20 per week for Local 330, \$379.20 per week for Local 673, \$361.00 per week for Local 786, at the contribution rate effective September 10, 2019, the Employer shall continue to make contributions for a period of four (4) weeks.

**9.3(e)** If any regular employee is absent because of occupational illness or injury, the required \$382.00 per week for Local 179, \$10.75 per hour for Local 301, \$375.20 per week for Local 330, \$379.20 per week for Local 673, \$361.00 per week for Local 786, at the contribution rate effective September 10, 2019, the Employer shall continue to make contributions until the employee returns to work, or for a period of twelve (12) months, whichever is the shorter.

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

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

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

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

**9.3(i) Health and Welfare "Reserve":** The Employer agrees to deduct from the paycheck of employees covered by this Agreement, voluntary contributions to a reserve for the Health and Welfare Fund. The Employer, upon receipt of a written check off authorization form signed by the employee, agrees to deduct the amount of sixty cents (\$0.60) per hour for the express purpose of reserving such monies to be used solely for the purpose of payment of self-contribution to the Health and Welfare Fund while the employee is off work, and the Employer is not obligated to contribute on his/her/hers behalf.

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

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

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

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

■ **For All Local Unions:**

---

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

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

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

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

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

**ARTICLE 10**  
**Pension Fund**

■ **For All Local Unions:** There shall be an increase in the total economic package according to the following schedule. Allocation of these amounts between wages and/or fringe benefit funds shall be determined by the local union thirty (30) days prior to the effective date of the increase.

Effective September 10, 2019 .....	3.25% per hour
Effective June 1, 2020 .....	3.25% per hour
Effective June 1, 2021 .....	3.25% per hour
Effective June 1, 2022 .....	3.25% per hour

The Local Union shall allocate to the Pension Fund according to the following schedule:

Effective September 10, 2019	\$1.00 minimum per hour
Effective June 1, 2020	\$1.00 minimum per hour
Effective June 1, 2021	\$1.00 minimum per hour
Effective June 1, 2022	\$1.00 minimum per hour

The minimum mandatory pension allocation set forth above shall apply and be required for each Local Union whose pension fund is not certified to be in "green" status under the Pension Protection Act of 2006 ("PPA"), or any successor legislation, as of June 1<sup>st</sup> of any contract year. The Local Union shall provide a copy of the then-current PPA certification to the Association at least 30 days prior to the allocation.

If the pension funding requirements under the applicable schedule of a FIP or the applicable schedule of a Rehabilitation Plan adopted by the Pension Plan Trustees and agreed to/adopted by the bargaining parties, require additional pension contributions greater than the minimum mandatory amounts per hour set forth above in each of the five years of the contract, those additional pension fund contribution amounts for any such year shall be allocated first from the total economic package increase scheduled for that year before the balance of the total economic package may be allocated to wages or to the health and welfare plan or other benefits.

### **IBT Local 731:**

---

**10.1(a)** The Employer shall pay to the Local 731 Excavators and Pavers Pension Fund (hereinafter called "Pension Fund"), located at 1000 Burr Ridge Parkway, Burr Ridge, Illinois 60527, the sum of \$13.70 per hour effective September 10, 2019, for each hour worked by the employees covered by this Agreement.

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

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

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

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

### **IBT Local 786:**

---

**10.2(a)** Effective September 10, 2019, the Employer shall contribute to the Local Union 786 Building Material Pension Fund the sum of \$400.00 per week per employee who appears on the payroll at least two (2) days in any calendar week, regardless of the number of hours worked; provided the employee has been on the Employer's payroll at least thirty (30) days.

The contributions for each employee shall not exceed 52 weeks in any calendar year.

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

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

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

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

**IBT Locals 179, 301, 330, 673 AND 705:**

---

**10.3(a) FOR LOCAL 179:** Effective September 10, 2019, the Employer shall pay the sum of \$447.20 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

**FOR LOCAL 301:** Effective September 10, 2019, the Employer shall pay the sum of \$380.00 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

**FOR LOCAL 330:** Effective September 10, 2019, the Employer shall pay the sum of \$493.30 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

**FOR LOCAL 673:** Effective September 10, 2019, the Employer shall pay the sum of \$481.90 per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

**FOR LOCAL 705:** Effective September 10, 2019, the Employer shall pay the sum to be determined by the Local per week per employee into a Trust Fund for the purpose of providing pension benefits to employees covered by this Agreement.

**FOR LOCALS 179, 301, 330 AND 673:** A calendar week is Sunday through Saturday. Starting with the first worked day of the week, the Employer will pay 25% of the weekly contribution for each day the employee worked, with a cap of four (4) days.

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

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

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

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

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

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

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

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

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

## **ARTICLE 11** **Check-Off**

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

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

## **ARTICLE 12** **Working Hours and Overtime**

**12.1** Eight (8) continuous hours (not including meal period referred to in Article 12.7) shall constitute a work day. Forty (40) straight-time hours, Monday through Saturday, shall constitute a workweek, without regard to the weekly pay period as established by the Employer. Every reasonable effort will be made to provide an Employee with his/her start time the evening before.

**12.2(a)** Time and one-half (1-1/2) shall be paid for all time worked over eight (8) hours in any one day, and over forty (40) hours in any one week, Monday through Friday and hours worked on Saturday (unless an employee works a Saturday as a make-up day as determined in this section). Saturday is a make-up day only if the employee calls off or voluntarily leaves work before the work day is completed during the Monday through Friday workweek. Saturday make-up days as permitted above will be paid as a non-premium work day.

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

**12.3** Employees starting work after 12:00 Noon shall be paid a fifty cent (\$0.50) per hour shift differential in addition to their straight-time hourly rate for all work performed on a second shift and employees starting to work between 10:00 P.M. and 1:00 A.M. shall receive one dollar (\$1.00) per hour in addition to their straight-time hourly rate for third shift

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

**12.5** If an employee is ordered to start work by his/her Employer, Monday through Saturday, he/she shall receive not less than two (2) hours straight-time pay. If an employee works more than two (2) hours in any one workday, he/she shall receive no less than four (4) hours straight time pay. If he/she starts work on a Sunday or holiday, he/she shall not receive less than four (4) hours' pay at the applicable hourly rate.

**12.6** All Sunday work shall be double time.

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

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

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

**ARTICLE 13**  
**General Conditions**

**13.1 Seniority.**

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

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

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

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

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

**13.1(e)** Failure by an employee to return to work within five (5) consecutive working days after notice or attempted notice, via phone or via certified U.S. mail to the employee's last known telephone number or address, and a copy being sent to the Local Union office, will result in loss of seniority rights.

The Local Union Office shall be notified by the Employer the same day as the employee. The five (5) consecutive days do not begin to run until the Union has been notified by the Employer.

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

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

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

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



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

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

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

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

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

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

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

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

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

## **ARTICLE 14** **Labor Work**

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

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

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

**ARTICLE 15**  
**Non-Discrimination**

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

**ARTICLE 16**  
**Employment Termination**

**16.1 No Discrimination.**

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

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

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

**ARTICLE 17**  
**Holidays**

**IBT Locals 179, 301, 330 and 673:**

---

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

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

**IBT Local 731:**

---

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

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

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

**17.2(b)** If any of the above mentioned holidays in Section 17.2(a) is worked, double time shall be paid for all hours worked in addition to the holiday pay. If any of the above listed holidays falls on a Saturday, it shall nevertheless be a paid holiday under this Article.

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

**IBT Local 786:**

---

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

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

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

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

**17.3(c)** If any of the above listed holidays falls on a Saturday, it shall nevertheless be a paid holiday under this Article.

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

**ARTICLE 18**

**Vacations and Leaves of Absence**

**IBT Locals 179, 301, 330 and 673:**

---

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

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

**ARTICLE 19**

**Owner-Drivers**

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

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

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

**19.4** The Employer reserves the right to control the manner, means and details of and by which such Owner-Driver performs his/her services, as well as the ends to be accomplished.

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

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

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

**19.8** In no event shall such Owner-Driver's wages be paid on a percentage basis.

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

## **ARTICLE 20** **Mechanic's Tools**

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

**20.1(b)** The maximum benefit payable due to theft or fire shall be twenty-five thousand dollars (\$25,000.00) plus the replacement cost of the tool box(s), provided the inventory provision of this Article is complied with.

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

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

## **ARTICLE 21** **Job Access by Union - Stewards**

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

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

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

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

i. Have been reduced to writing, or,

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

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

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

**21.3** A Job Steward shall be a competent working Teamster.

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

## **ARTICLE 22** **Protection of Rights**

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

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

## **ARTICLE 23** **Separate Agreements**

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

**23.2** Effective June 1, 2019, it is agreed that the Employer or the Employee and the Union or a Union local and an individual or company otherwise covered by this Agreement, 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.

Furthermore, the Union agrees that if any Local Union enters into an agreement with any individual or company which provides wage rates and/or benefit contribution rates (Pension, Health & Welfare, LMCC, Training) less than the amount(s) required herein for covered work in a classification and geographic area covered by this Agreement (hereinafter a "Substandard Agreement"), then no Local Union may assert any claim against the Employer for subcontracting to an individual or company working under any Substandard Agreement, and shall further defend, indemnify, and hold harmless the Employer from any claim, grievance or liability by any Local Union for subcontracting to an individual or company working under any Substandard Agreement, as well as from any claim or liability which may arise as a result of a fringe benefit fund audit or legal claim/action arising from subcontracting to an individual or entity working under any Substandard Agreement.

**ARTICLE 24**  
**Compliance with Safety and Traffic Laws**

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

**ARTICLE 25**  
**Economic Loss**

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

**ARTICLE 26**  
**Inspection Privileges**

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

**26.2** Employers shall keep a permanent daily payroll record of all employees and of hours worked by employees employed on a time basis showing starting and quitting time. Notwithstanding the limitations of Section 26.1 above, such records shall be preserved for a period of not less than thirty-six (36) months, and shall be subject to examination by the Union, but the Employer shall have the right to be present.

**ARTICLE 27**  
**Emergencies**

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

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

## ARTICLE 28

### Sales and Transfers - Scope of Obligation

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

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

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

(i) In the event the acquiring Employer has bought out or merged with another solvent Employer who is covered by this Agreement, the seniority of the employees of both Employers shall be merged within their seniority units in accordance with their dates of hire with their respective Employers, to the extent of the acquiring Employer's need as to qualifications and number of employees. This provision shall apply only as to merged operations within the same Local Union's jurisdiction.

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

## ARTICLE 29

### Conformity to Law - Saving Clause

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

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

**29.3** If any provision of this Agreement or the application of such provision to any person or circumstances shall at any time be contrary to law, then the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to Section 29.1 above. Should the parties bargain to impasse over the substitute provision, either or both may impose economic sanctions in support of their position and neither the grievance and arbitration provisions of this Agreement nor the no-strike - no-lockout provision shall be applicable.

**ARTICLE 30**  
**Delinquencies**

**30.1** Any Employer who is found to be in violation of the wage or benefit contribution rates as provided by the Agreement shall deposit with the office of the Local Union or Trust, as applicable, a surety bond to guarantee the payment of such wage and benefit contributions. The amount of the bond shall be one hundred thousand dollars (\$100,000.00). 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 to MARBA of any delinquency in wages or fringe benefit contributions as defined herein and the Union will stop providing Drivers to Companies who are delinquent until said delinquency has been cured.

**ARTICLE 31**  
**Utilization of Company Owned Equipment**

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

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

(b) The Employer owned equipment must be properly registered, licensed, insured, possess a current safety inspection sticker, be properly equipped for the work which will be performed (e.g. tarp and pans for asphalt, steel bodies for excavation, etc.) and not be temporarily out of service for mechanical maintenance reasons whether due to breakdown or scheduled maintenance. The condition of the truck shall be documented by a federal vehicle inspection report. The Employer shall not discontinue the insurance coverage to erode the operation of this Article.

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

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

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

**ARTICLE 32**  
**Most Favored Nations**

**32.1** If the Union enters into a labor contract covering the same heavy and highway construction work covered under this Agreement, which overall contains more favorable wages, benefits and other terms and conditions than are contained in this Agreement, then at the Employer's request, the entire more favorable Agreement shall be substituted for this Agreement; provided, however, that the Employer must first submit the more favorable Agreement to the Chairman of the Joint Council No. 25 Construction Division Committee, who shall determine whether the Agreement is more favorable and that adoption of the Agreement is in the best interest of the Construction Industry and the affected employees.



**32.2** This Article shall not apply to initial labor contracts, up to three (3) years in duration, with a Construction Industry Employer whose employees were not previously represented by the Union, nor shall this Article apply to small paving and related companies.

This provision shall be enforced against violating Local Union only. This shall only apply to employees driving company-owned equipment. This provision is applicable to contracts signed after June 1, 2009.

### **ARTICLE 33**

#### **Labor/Management Cooperation Committee**

**33.1** Effective June 1, 2010, a Jointly Trusteed Labor/Management Cooperation Committee shall be established under the provisions of Section 302(c) of the Labor Management Relations Act. 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 with a ten cent (\$0.10) contribution from the total economic package, where so allocated by the Local Union. The goal of the Task Force shall be to initiate a "broker concept" as set forth in Section 3.4 above, in conjunction with the Management Craft Committee members among other enforcement responsibilities. MARBA shall have the right to appoint a Trustee to said Task Force.

### **ARTICLE 34**

#### **Cook County and City of Chicago Sick Leave Ordinance Waiver**

**34.1.** The parties agree that the employees covered by this agreement are engaged in the construction industry as defined by the Chicago and Cook County Sick Leave ordinances and are, therefore, not covered by said ordinances. To the extent any employee is not engaged in the construction industry as defined by the ordinances, the parties agree that the requirements of said ordinances are waived and that all terms and conditions of employment concerning sick leave are set forth in this agreement.

### **ARTICLE 35**

#### **Duration and Termination**

**35.1.** This Agreement shall become effective on September 10, 2019, with the full wage package increase, including fringe benefits, for the first year of this agreement taking effect on September 10, 2019, and shall remain in force and effect until and including May 31, 2023. After May 31, 2023, this Agreement shall be renewed automatically for periods of one (1) year unless either MARBA, the Employer or the Union gives written notice to the other of a desire to modify, amend, or terminate same at least sixty (60) days prior to the expiration of any such period.

In witness whereof the parties have hereunto set their hands this 29<sup>th</sup> day of October, 2019.

■ **ON BEHALF OF:**

LOCAL 179, LOCAL 301, LOCAL 330,  
LOCAL 673, LOCAL 705, LOCAL 731  
and LOCAL 786  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS JOINT COUNCIL NO. 25



---

Terrence J. Hancock  
Construction Coordinator and Chairman

■ **ON BEHALF OF:**

CHICAGOLAND ASSOCIATED GENERAL  
CONTRACTORS,  
CHICAGO OUTER BELT CONTRACTORS  
ASSOCIATION, ILLINOIS ROAD &  
TRANSPORTATION BUILDERS  
ASSOCIATION, GREAT LAKES  
CONSTRUCTION ASSOCIATION and  
UNDERGROUND CONTRACTORS  
ASSOCIATION, by their bargaining  
representative MID-AMERICA REGIONAL  
BARGAINING ASSOCIATION



---

John F. Healy  
Craft Committee Chairman

**ADDENDUM 1**  
**Uniform Drug/Alcohol Abuse Policies**

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

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

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

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

**ADDENDUM 2**  
**Work Continuation Program**

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

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

**ADDENDUM 3**  
**Teamsters Local 731 Industry Scholarship Fund**

It is agreed between the parties that effective June 1, 2009, a total of five cents (\$0.05) per hour worked by bargaining unit employees represented by Local 731 shall be allocated from the total economic package agreed to for Local 731, set forth in Article 8.2, and paid into the Local 731 Educational/Scholarship Fund ("Scholarship Fund") established by the Tenth Amendment to the Local 731, I.B. of T., Garage Attendants, Linen and Laundry Health and Welfare Fund Plan Document effective August 1, 2007.

The Employer hereby agrees that as of June 1, 2009, it shall be bound by and be a party to only that portion of the Agreement and Declaration of Trust of the Local 731, I.B. of T., Garage Attendants, Linen and Laundry Health and Welfare Fund ("Trust Agreement") governing the Scholarship Fund, and the Employer agrees to be bound by all actions taken by the Employer Trustees pursuant to said Trust Agreement, as amended from time to time, only with respect to the Scholarship Fund.

Effective June 1, 2009, the Employer shall hereby pay and remit to the Teamsters Local Union No. 731 Educational/Scholarship Fund located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, Illinois 60527, the sum of five cents (\$0.05) per hour for all hours worked on behalf of each Local 731 bargaining unit member covered by this Agreement. In no event shall the total wage/fringe package set forth in Article 8.2 be increased during the term of the Agreement as a result of the foregoing.

**SIDE LETTER**  
**Contract Ratification Bonus**

Upon ratification of the 2019 successor contract by all parties, including Local 705, Employers shall pay each Driver who was on that Employer's active payroll on June 1, 2019 and who is currently on the Employer's payroll, a \$500.00 ratification bonus, subject to applicable deductions.

The parties agree that this ratification bonus is not a payment of wages for hours worked by any employee and is not to be included in employee wages for the purpose of calculating overtime pay.