

**NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION AND
TEAMSTERS LOCAL UNION #325**

Effective June 1, 2006 through May 31, 2011

WITNESSETH :

1.1 The purpose of this Agreement between the Northwestern Illinois Contractors Association and Teamster Local #325 is: (a) to enter into a definite labor management contract covering 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 Employers sufficient capable employees; (e) to protect the economic and employment welfare of employees.

2.1 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 I

Recognition and Scope of Agreement

1.1 GEOGRAPHIC COVERAGE. Rockford and Freeport and Vicinity, Illinois. Wisconsin Border, to the North; State Highway #23, to the East; State Highway #72, to the South (including Byron, Illinois); State Highway #78 to the West, (including Stockton, Illinois).

.2 RECOGNITION. Employer recognizes the Union, 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 a contract thereof, including without limitation, railroads and street railway construction projects, sewers, watermains, 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 material to be used as a sub-surface, 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. Backfilling.

H. Digging.

I. Leveling and grading.

J. Street sprinkling and flushing.

K. Pipeline work.

L. Pavement marking and sealing.

M. Construction, slag and sludge hauling or any other trucking in or out of steel mills.

N. Hauling of Salt.

O. Material delivery from quarries and/or hot mix plants to the job site, individual customers or a stockpile, but not to exclude home deliveries. **NOTE:** During the period when the "Stockpile Agreement," in Article 8.2, is in effect, this Subsection (1.4 "O") will not be in effect.

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.

2.2 NEW EMPLOYEES. New employees shall as a condition of employment become members of the Union on the eighth day after the beginning of employment or after the execution date of this Agreement, whichever is later, and shall maintain such membership as a condition of continued employment.

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

2.4 REFERRAL HALL. In order that the Employer shall have a competent work force and in order to promote efficiency and safety of operation, the Employer and the union agree that prior to securing employees on their own, the Employer shall first attempt to secure referrals through the following system:

A. The union shall maintain a list of persons available for referral. The list shall be maintained in the order of registration so that it is a first in, first out basis provided that the list will contain information on the qualifications, licenses and skills of the persons on the referral list.

B. Neither the Union nor the Employer will discriminate either in the maintenance of the list or in the referrals for employment against any person because of their race, color, creed, sex, national origin, handicap, or membership or non-membership in the Union.

C. The Employer reserves and shall have the right to accept or reject, for any reason, employ or not employ any applicant referred by the Union. If an Employer rejects an applicant, the Employer shall contact the Union office for additional referrals.

D. The Union shall maintain a "referral list" which shall list the applicants who are unemployed in chronological order of the dates they register their availability for employment. All persons shall set forth their name, address, telephone number, licenses they have, and any specific skills or experience that the person may possess. The applicant may also be required to furnish copies of their drivers license, CDL

permit, DOT physical card, drug testing approval or any other item needed by the Union in determining whether the person should be referred to a particular job. E. All referrals for employment shall be in accordance with the following procedures:

1. The Employer, in requesting referral of applicants, shall specify to the Union, a) the number of applicants to be employed; b) the location of the project; c) the nature of the type of work to be performed; d) the type of construction project; e) any specific skills or licenses needed for the project; f) such additional information as is deemed pertinent by the Employer in order to enable the Union Referral Office to make the proper referral of qualified applicants.
2. The union shall refer to the Employer in order of registration from the "referral list" according to qualifications and competence to fill the Employer's referral request or if the employer has called for an applicant by name. Where an Employer needs an applicant by name, the Employer must confirm such request, in writing, within seventy-two (72) hours.
3. Any applicant who refuses to accept such referral and/or employment shall be placed at the bottom of the "referral list." Neither the Union, its agents, nor the referral office undertakes or assumes any obligation to locate or search for any applicant whose name appears on the referral list, if such applicant is not available when referrals are made.
4. Any applicant who is referred to an employer, and receives less than three days employment, shall, upon re-registering, be restored to his prior place on the "referral list."

F. In the event the referral facilities maintained by the Union are unable to fulfill the request of an Employer for a qualified employee within twenty-four (24) hours after

such request for referral is made by such Employer, (Saturdays, Sundays, and holidays excepted) the Employer shall notify the Union office of the names, addresses, and phone numbers of the persons employed and the dates of hire, such notice shall be given within forty-eight (48) hours of hiring.

ARTICLE 3

Subcontracting

3.1 The Employer agrees that it will not contract or subcontract work covered by this Agreement to be done at the construction site to any person, firm or corporation not a party to this Agreement or another applicable agreement with Local #325.

3.2. Any Employer who sublets to or who hires any other Employer to perform any work or services including the spreading on the construction site of the road bed of any stabilized base material to be used for subsurface which shall include but not be limited to: fill, Poz-O-Pac aggregate materials, bituminous aggregate materials, or any other trade name of base or paving materials, or the stock piling of such materials, shall neither sublet nor hire any such Employer(s) unless the employees of such Employer(s) are paid wages and fringe benefits in an amount equal to the wages and fringe benefits being paid to employees working under this Agreement.

3.3 In the event a contractor or sub-contractor fails to comply with the provisions of this Article, he shall be considered in direct violation of this Agreement. The contractor or sub-contractor shall, within seventy-two (72) hours after receiving notice, excluding Sundays and Holidays, investigate and meet with the Union. If Agreement or settlement is not reached, it shall be submitted to grievance and arbitration procedure of Article VI, provided, however, that if the Contractor or sub-contractor refuses to meet for a pre-job conference on subcontracting, he shall forfeit all of his rights to the grievance conference, the Union shall have the right to strike, the provision of the non strike clause notwithstanding.

ARTICLE 4 Pre-Job

Conference

4.1 Before commencing any job, an Employer, upon written notification or a telephone call from the Union concerning the project in question, 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. All contractors shall provide a list of subcontractors from outside the Local Union area, three (3) days prior to commencement of work.

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

ARTICLE 5

No Strikes or Lockouts

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

ARTICLE 6

Grievances and Arbitration

6.1 GRIEVANCE PROCEDURES

STEP 1: A grievance is a difference of opinion with respect to the meaning and application of the terms of this Agreement. Grievances may be presented at any time. Any employee who has a grievance about his employment, may discuss it with his supervisor and if he desires he may be accompanied and represented by a business representative. Prolonged discussion may be avoided by a request by either party that the grievance be reduced to writing and the discussion thereby terminated.

STEP 2: The employee shall submit the grievance to a steward or a business representative who shall reduce it to writing on forms furnished by the Union. The grievance shall be signed by the aggrieved employee, steward or business representative and one (1) copy delivered to the supervisor. The grievance must be submitted to the supervisor within five (5) working days of the occurrence giving rise to the grievance. Failure to meet this limitation of five (5) working days from the time of the occurrence of a grievance will bar the grievance.

STEP 3: The supervisor shall answer in writing before the end of the shift on the fifth (5th) working day following receipt of the grievance in writing. The supervisor's failure to answer in writing within five (5) working days will be deemed an acknowledgment of the grievance and the Employer will be barred from submitting the grievance to arbitration.

STEP 4: If the grievance is not satisfactorily settled by the above procedure, it will be submitted to a grievance committee within five (5) working days of the supervisor's answer in Step 3 above. The grievance committee must be comprised of two (2) members from the local construction industry appointed by NICA and two (2) union representatives not party to the grievance. The majority decision of the

grievance committee on any dispute submitted to it shall be final and binding on the parties and all employees.

STEP 5: If the grievance committee is deadlocked, either party shall have the right within five (5) working days to submit the grievance to a professional arbitrator jointly selected by the Committee from a panel of five (5) potential arbitrators. The Illinois Mediation and Conciliation Service will furnish the potential arbitrators. Each party shall alternately strike names from the list of five (5) potential arbitrators the moving party striking first until one arbitrator remains. Fees shall be borne equally by both parties.

STEP 6: The grievance may be withdrawn by the Union or satisfied by the Employer at any time without prejudice.

STEP 7: The time limitations in Section 3 and 4 of this Article may be extended up to ten (10) days if a request for extension is reduced to writing and delivered to the other party prior to the expiration of the existing time limit.

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, Unions, 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 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, but there shall be no work stoppage while the settlement of the dispute is pending.

7.5 Upon settlement by the International Unions of the jurisdictional dispute, the Employer shall immediately assign such work to the proper Union.

ARTICLE 8

Wages

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

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 or 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-0-Pac, and building, wrecking, excavating and renovation shall be covered by the hourly rates set forth as follows:

8.2A The trucks listed in this Section shall be classified and drivers paid on the following axle basis on page 11 of this agreement.

8.2 B Stockpile Agreement- This Stockpile Agreement shall be in effect from November 1st, through April 30th of each year of this agreement. The stockpile rate shall only apply when the employees of this agreement are engaged in hauls of aggregate to stockpile, or when they are hauling from stockpile to stockpile, or when they are hauling from quarry to pit to stockpile or

when they are delivering to a customer's stockpile or dumping into a customer's stationary hopper, or when they are delivering to a job site where the material will be relocated by means of heavy equipment to its permanent location on this site.

The wage scale to all employees engaged in the above hauls shall be paid at a rate of 80% of the normal hourly rate with full fringe benefits. Only members who have voluntarily signed up on an annual basis may engage in stockpiling.

If there is planned heavy/highway work available, no employee shall be assigned stockpile rate hauling if the equipment required for heavy/highway work is available.

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

GROUP 1

Frame truck when used for transportation purposes

Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors. The Company will retain its discretion in assigning its pickup truck and van operation to non-covered employees in accordance with its past practice.

Ambulances Batch Gate
Lockers Batch Hopperman
Car and Truck Washers
Fork Lifts and Hoisters
helpers

Mechanics Helpers and Greasers Oil
Distributors, 2-man operation
Pavement Breakers Pole Trailer, up
to 40 feet Power Mower Tractors
Skipman

Slurry Trucks, 2-man operation
Teamsters
Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

GROUP 2

Dump crets and adgetors under 7 yards
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers
when pulling other than self-loading equipment or similar equipment under 16 cubic yards.
Mixer Trucks under 7 yards
Ready-mix Plant Hopper Operator
Winch Trucks, 2 axes

GROUP 3

Dump Crets and Adgetors 7 yards and over
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or Turnapulls
when pulling other than self-loading equipment or similar equipment over 16 cubic yards
Explosives and/or Fission Material trucks
Mixer Trucks 7 yards or over
Mobile Cranes while in transit
Oil Distributors, 1-man operation
Pole Trailer, over 40 feet
Pole and Expandable Trailers hauling material over 50 feet long; additional 50 cents
per hour
Slurry trucks, 1-man operation
Winch Trucks, 3 axes or more

* Mechanic - * Truck Welder

* Winter Rate: Between Dec. 15 and Feb. 28 the Mechanic and Welder rate

shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder
classification shall only apply in areas where and when it has been a past area practice.

GROUP 4

Dual-purpose, vehicles, such as mounted crane trucks with hoist and
accessories
Foreman
Master Mechanic

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

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

8.5 The Association or employer and employee agrees to notify the Union Representative
when using new types of equipment not formerly used by his company,

the Negotiating committee of the Employers and the Unions shall meet to immediately negotiate the wage scale for same. The agreed rate shall be retroactive to the equipment's first day of use.

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

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

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

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

8.11 This section is applicable to two (2) types of Hazardous/Toxic Waste Material Handling, Removal and Disposal work:

1(a) A Hazardous/Toxic Waste Project that is specifically involving the handling, removal and disposal of Level A, B, C, and D Hazardous/Toxic Waste

Materials as defined by the United States Environmental Protection Agency and which is designated by that agency as a Hazardous/Toxic Waste removal site at the time of bid.

1(b) The handling and/or disposal of Hazardous/Toxic Waste where the following conditions are met: (1) unexpected Hazardous/Toxic Waste Materials as defined in Section 18.11, Item (a) above are encountered; (2) the handling, removal and disposal of Hazardous/Toxic Material that constitutes an item of work not specified in the construction contract; (3) the location of Hazardous/Toxic Waste that becomes designated as a Hazardous/Toxic Waste removal site by the Environmental Protection Agency after the bid.

When employees are required to work with Hazardous/Toxic Waste materials classified as Levels A, B, C, or D on a Hazardous/Toxic Waste Materials Removal project as defined in Section 8.11, Items 1(a) or 1(b) above, the following conditions shall apply:

2(a) The removal of Hazardous/Toxic Waste Materials will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agency.

2(b) Wages for employees working in direct contact with a Hazardous/Toxic Waste Material which is classified Level A, or Level B by the United States Environmental Protection Agency shall be one dollar (\$1.00) per hour over the Group 4 rate.

The provisions of this Section are intended to apply only to Hazardous/Toxic Waste Removal work as defined. They shall not apply to the handling, application, removal or disposal of Hazardous/Toxic Waste Materials as encountered on Heavy/Highway construction projects which are subject to government Hazardous Communications Regulations, Community Right to Know Regulations but not

designated as Hazardous/Toxic Waste removal work by EPA guidelines, even though such material may require specialized handling and personal protective equipment. However, all other Sections of this labor contract continue to be applicable to such work.

ARTICLE 9

Health and Welfare

9.1 June 1, 2001, the Employer agrees to contribute to the Construction Industry Welfare Fund of Rockford, IL, the sum of \$5.50 per hour worked for each employee covered by this Agreement. The Construction Industry Welfare Fund of Rockford, IL, is administered by a Board of Trustees in accordance with the terms of a Trust Agreement, executed as of May 1, 1954. The Welfare Fund maintains a place of business at 1111 South Alpine Road, Suite 607, Rockford, IL 61108, or at such other place designated by the Trustees. Contributions of the employer shall be forwarded to such business office together with report forms supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Welfare Fund each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Welfare Fund, except the making of payments as specified (failure to make such payments as specified shall cause the Employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Welfare Fund.

9.2 Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above, shall, in addition to the aforesaid hourly contributions pay an additional amount often percent (10%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

9.3 The Employer shall be liable for claims to the extent of benefits to which the employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

9.4 Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

9.5 In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages assessed by the Trustees.

9.6 The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in performance of their duties, including the following: weekly payroll journals, individual earnings records for all employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and FICA Tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

9.7 In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Health and Welfare contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

9.8 Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office." These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

9.9 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months. There shall be no deduction from equipment rental of owner-operators by virtue of contributions, made, if any, to the Health and Welfare Fund regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

9.10 It shall be considered a violation of this Agreement for any Employer to fail to pay or comply with any provisions of this article or any rule or regulation made by the Trustees administering the Construction Industry Welfare Fund. In the event that a union received written notice from the Trustees that the Employer has failed to pay any sum due the Construction Industry Welfare Fund and that such failure has continued for forty-eight (48) hours after an employer has received written notice thereof, the

Union may withdraw the employees from such Employer's employment until all sums due from the Employer have been paid in full. Such withdrawal of employees to collect contributions to the Construction Industry Welfare Fund shall not be considered a violation of this Agreement on the part of the Union and it shall not be a subject of arbitration.

9.11 If employees are withdrawn from any job in order to collect contributions to the Construction Industry Welfare Fund, the employees who are affected by such stoppage of work shall be paid for lost time up to 16 hours provided that two (2) days notice of the intention to remove employees from a job is given to the Employer by the Union by registered or certified mail.

9.12 Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee, even though such employees may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Health and Welfare Fund.

ARTICLE 10

Pension

(Local Union No. 325)

10.1 Effective June 1, 2006, the Employer agrees to contribute to the Construction Industry Retirement Fund of Rockford, IL, the sum of \$6.77 per hour worked, calculated to the nearest hour worked (this is above the wage rate) for each employee covered by this Agreement. The Construction Industry Retirement Fund of Rockford, IL, is administered by a Board of Trustees, in accordance with the terms of a Trust Agreement executed as of September 14, 1965. The Retirement Fund maintains a place of business at 1111 South Alpine Road, Suite 607, Rockford, IL 61108, or at such other place designated by the trustees. Contributions of the employer shall be forwarded to such business office together with report forms

supplied for such purpose not later than the fifteenth (15th) day of the following month. By making payments in accordance with this signed Labor Agreement to the Construction Industry Retirement Fund each contractor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof. The Employer shall, however, have no responsibility to the Retirement Fund, except the making of payments as specified (failure to make such payments as specified shall cause the employer to be liable for claims arising from such negligence) and compliance with the rules and regulations agreed upon for the successful operation of this Retirement Fund.

10.2 Any Employer failing to make prompt and timely payment of contributions as stated above to the Trust named above, shall, in addition to the aforesaid hourly contributions pay an additional amount of fifty percent (50%) of the amount due in liquidated damages for failure to pay in accordance with this Agreement.

10.3 The Employer shall be liable for claims to the extent of benefits to which the employee would have been entitled if the Employer had made the required contributions, and for all contributions and liquidated damages due thereunder, plus all legal fees incurred by the Trust Fund in enforcing the payment thereof.

10.4 Final interpretation of the rules and regulations of the Welfare Fund and its administration shall rest solely with the Board of Trustees. The appointment of the respective Trustees is hereby confirmed and ratified, together with their successors, designated in the manner provided in said Trust Agreement.

10.5 In the event the Trustees of the Fund or the Union question the authenticity or accuracy of the information completed on the forms, or in the event of a belief that the amounts being transmitted are not in accordance with the terms of this Agreement, the Trustees of the Fund shall have the right upon reasonable notice to have an audit of the payroll records of employees covered by this Agreement made by a Certified Public

Accountant. In the event a discrepancy discovered exceeds three percent (3%), the Employer shall bear accounting costs and shall be liable for all cost for collecting payments due, together with any attorney's fees and damages assessed by the Trustees.

10.6 The Employer shall furnish to the Trustees, upon request, such information and reports as the Trustees may require in performance of their duties, including the following: weekly payroll journals, individual earnings records for all employees paid on an hourly basis or who are in covered employment and quarterly withholding tax and PICA Tax returns (Forms 941 and W-3). The Trustees, or any authorized agent of the Trustees, shall have the right at all reasonable times during the business hours to enter upon the premises of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions regarding Employer contributions.

10.7 In the event the Trustees are required to file suit by reason of an Employer's failure to maintain his monthly Health and Welfare contributions called for in this Labor Agreement and a judgement is rendered in favor of the Trustees, the Trustees will also be entitled to attorney's fees and court costs charged to receive such judgement.

10.8 Welfare contributions as negotiated in this Joint Agreement are payable monthly to the "Fund Office." These contributions and accounting of hours worked are due on the FIFTEENTH DAY OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS WERE WORKED, AND ARE TO BE CONSIDERED DELINQUENT AFTER THE TWENTY-FIFTH OF THE MONTH FOLLOWING THE MONTH THE HOURS ARE WORKED. Such contributions shall not be considered wages. The Fund office is to supply all forms for reporting these contributions.

ARTICLE 11 Check Off Upon receipt of written authorization from the employee on a form provided by the Union the Employer agrees to deduct initiation fees and reinitiation fees, monthly dues and a Building Trades Dues Check Off of \$.03 per hour from the pay of each 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 or 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 shall constitute a work day. Forty (40) straight time hours, Monday through Friday, shall constitute a work week, without regard to the weekly pay period as established by the Employer.

12.2 Time and one-half shall be paid for all time worked over eight (8) hours in any one day. Time and one-half shall be paid for all time worked over forty (40) hours in any one week, Monday through Friday. Time and one-half shall be paid for all work done on Saturday.

12.3 The starting time in the morning shall be between the hours of 4:00 AM to 8:00 AM. An employee called to work prior to 4:00 AM shall be paid at the rate of time and one-half up to 4:00 AM and straight time for the next eight (8) hours of work after 6:00 AM. An employee starting work between the hours of 8:00 AM and 12:00 Noon shall be paid back at his straight time rate to 8:00 AM. Employees starting work after 12:00 Noon shall be paid a fifty cent (\$.50) per hour shift differential in addition to their straight time hourly rate for third shift. Where job requirements call for starting times later than 8:00 AM, but before 12:00 Noon, the Employer and the Union will confer to approve the starting time for the specific job periods.

12.4 The Employer not notifying the employee at least two (2) hours prior to reporting time there will be no work that day shall give him two (2) hours pay for reporting. If requested by the employer the employee must stay on the job to qualify for the two (2) hours pay. All reporting time shall be paid at the applicable hourly rate for that day.

12.5 If an employee is ordered to start work by his Employer, Monday through Friday he shall not receive less than two (2) hours straight time pay. If he works more than two (2) hours, he shall receive four (4) hours pay; if he works more than four (4) hours, he shall receive eight (8) hours pay. If he starts work on Saturday, Sunday and Holidays he shall not receive less than four (4) hours pay at the applicable hourly rate.

12.6 All Sunday work shall be double time.

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

ARTICLE 13

General Conditions

13.1 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.

13.2 All employees holding seniority prior to June 1, 1985 shall retain their seniority with the company for the duration of this Agreement unless they fail to return to work after five (5) consecutive working days after notice or attempted notice by phone or certified mail to the employee's last known address or phone number with a copy to the Local Union office, or if they quit, or are discharged for just cause.

13.3 No new seniority shall have been established after June 1, 1985.

13.4 An Employer may, at his option, choose to add to this seniority list or develop one after consultation with the Union.

13.5 For those employees retaining seniority, the following rules shall apply:

(a) 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;

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

(c) The rehiring procedure shall be the reverse of the layoff procedure. When work increases, employees laid off shall be notified to report to work in order of seniority;

(d) 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.

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

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

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

(f) It is understood that employees retaining seniority will always be the first called back after layoff and the last dismissed.

(g) If there are any breakdowns or shutdowns during the day, a man 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 to perform other duties at his prevailing wage rate for that day. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.

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

13.7 Employee who is required to work through his meal period and does work through his meal period shall be paid an additional one-half (1/2) hour at time and one-half his straight time hourly rate in addition to his daily guarantee.

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

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

13.10 The employer shall, with all possible means, have the employee living nearest to the job site report for work there if qualified.

13.11 All owner/drivers are party to the preceding seniority regulations and will only be employed in their proper seniority order.

ARTICLE 14

Labor Work

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

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

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

ARTICLE 15 Non-

Discrimination

15.1 The Employer and the Union agree they will continue not to discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, union affiliation, 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.

(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.

(b) The Employer shall not discharge any employee because of race, creed, national origin, or sex, or age or union affiliation or because the employee has demanded the wages, overtime or other benefits to which this Agreement entitles him.

(c) Discharge or Suspension. The Employer shall not discharge or suspend any employee without just cause.

**ARTICLE 17
Holidays**

17.1 Double time shall be paid for all work done on Sundays and the following Legal Holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**ARTICLE 18
Vacations and Leaves of Absence**

18.1 Vacations may be taken by mutual agreement between Employer and employee.

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

ARTICLE 19 Contractor

Agreements

Contractor Agreements: The Union will not enter into any construction Agreement with any construction contractors with more favorable conditions than what is provided in the Area Construction Agreement.

ARTICLE 20

Mechanic's Tools

20.1 If a mechanic's tools are lost or stolen through fire or burglary on the Employer's premises or job site, the Employer will replace the tools at no cost to the mechanics. The mechanic shall be paid in accordance with the inventory list that is on file with the company prior to the loss. The employee will update the inventory list annually.

20.2 the Employer shall furnish for use by the mechanic the necessary sockets over Vz inch 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.

20.4 It is agreed that during the winter months from December 15 to March 15, the employer may use supervisory persons to perform work covered by this agreement within the shop provided that no mechanics are laid off and the work normally performed by these mechanics is not being subcontracted out.

ARTICLE 21 Job Access By Union

- Stewards

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

21.2 The employer recognizes the right of the union to designate job stewards. If requested by the Local Union, the steward shall have preference for overtime, Saturday, Sunday and Holiday work and shall be the last man laid off at the conclusion

of a project, provided he is qualified to perform the work. The authority of job stewards so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances with his Employer or the designated company representative in accordance with the provisions of the Collective Bargaining Agreement.

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

(1) have been reduced to writing, or,

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow 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 Agreement

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

ARTICLE 24

Compliance with Safety and Traffic Laws

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

ARTICLE 25

Economic Loss

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

ARTICLE 26

Inspection Privileges

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

26.2 Employers shall keep a permanent daily payroll record of all employees and of hours worked by employees employed on a time basis showing starting and quitting time. Notwithstanding the limitations of Section 1 above, such records effective July 1, 1978, shall be preserved for a period of not less than three (3) years 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, executor, 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.

28.2-1 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. 28.2-2 In the event an Employer buys out another Employer covered by this Agreement and merges operations of the bought-out Employer into his own, the seniority of the employees shall be established as follows:

(a) 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

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

(b) 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 needs 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 circumstance 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 circumstance shall at any time be contrary to law then the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the agreement or until the affected provision is restored pursuant to Section 1 above. Should the parties bargain to impasse over the substitute provision either or both may impose economic sanctions in support of their position and neither the grievance and

Article 32

Apprenticeship and Training

This program for the trade of Construction Driver (1032) has been developed in cooperation with The Bureau of Apprenticeship and Training United States Department of Labor.

Teamsters Joint Council 25 Training Fund Apprenticeship Standards have as their objective, the training of CONSTRUCTION DRIVERS skilled in all phases of the industry. The Training Fund recognizes that in order to accomplish this, there must be a well developed on the job learning combined with related instruction.

This recognition has resulted in the development of these Apprenticeship Standards. They were developed in accordance with the standards recommended by the United States Department of Labor, and are designed to comply with the requirements of 29 CFR 29.5 .

The cost of participation on behalf of each employer shall be:

Effective 6-1-2006 \$.25 per hour worked per man
Effective 6-1-2007 \$.20 per hour worked per man
Effective 6-1-2008 \$.20 per hour worked per man
Effective 6-1-2009 \$.20 per hour worked per man
Effective 6-1-2010 \$.20 per hour worked per man

The term of the Apprenticeship is 2000HOURS.

The pay rate for this program will be as follows:

PERIOD	INTERVAL	% OF JOURNEYMANS RATE
1 st	500 HOURS	60%
2 nd	500 HOURS	70%
3 rd	500 HOURS	80%
4 th	500 HOURS	90%

The Journeyman rate is established in the N.I.C.A. Collective Bargaining Agreement negotiated Between Teamsters Local 325 and N.I.C.A. Attached is a copy of the curriculum for the Apprenticeship and Training program.

arbitration provisions of this agreement nor the no strike-no lockout provisions shall be applicable.

ARTICLE 30

Duration and Termination

30.1 This Agreement shall become effective on June 1, 2006 and shall remain in force and effect until and including May 31, 2011. After May 31, 2011 this Agreement shall be renewed automatically for periods of one (1) year unless 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.

ARTICLE 31

Effective with the date of this Agreement there will be a contribution to the Construction Industry Advancement Fund of \$0.06 per hour to be used for Safety, Educational and Hazardous Waste expenses or any other mutually agreed expenses that should arise during the life of this Agreement. Employers will make contributions on forms to be provided by the Union.

BY

_____ For the Employer

BY

 _____ TEAMSTERS L.U. #325 Business Representative
affiliated with International Brotherhood of Teamsters

CLASSIFICATION

6/1/08

Group 1 - 2 or 3 Axle Trucks	\$27.17
Group 2-4 Axle Trucks	\$27.31
Group 3-5 Axle Truck	\$27.51
Group 4 - 6 Axle Trucks	\$27.62
Group 5 - Additional .20 cents per Axle	
Painter.....	\$23.71
Greaser.....	\$25.16
Mechanic Helper.....	\$23.71

Beginning June 1, 2006 there will be a total increase of \$2.15 per hour to be allocated by the union as to wages and fringes and apprenticeship training.

Beginning June 1, 2007 there will be a total increase of \$2.15 per hour to be allocated by the union as to wages and fringes and apprenticeship training.

Beginning June 1, 2008 there will be a total increase of \$2.15 per hour to be allocated by the union as to wages and fringes and apprenticeship training.

Beginning June 1, 2009 there will be a total increase of \$2.15 per hour to be allocated by the union as to wages and fringes and apprenticeship training

Beginning June 1, 2010 there will be a total increase of \$2.15 per hour to be allocated as to wages and fringes and apprenticeship training.

The following will be paid according to axle:

- Bulk Tank Trucks
- Dry Batch trucks
- Buses
- Dump or Conveyor Trucks
- Fuel Trucks
- Grease Trucks
- Low Boys
- Service Trucks
- Scissor Trucks
- Telescope Trucks
- Water Trucks

All Trucks Over 6 axles

The \$.30 cent per hour contribution to the Labor Management Task

Force shall remain in effect for the life of this agreement The rates listed

above are applicable only within the jurisdictional boundaries of Local 325 only. Any work done

outside of the boundaries of Local 325 but within the boundaries of Joint Council 25, must be paid at

the rates established in that area. Those rates can be obtained by calling 312-4421-2600.