

ARTICLES OF CONSTRUCTION AGREEMENT  
BETWEEN  
THE ASSOCIATED CONTRACTORS OF THE QUAD CITIES  
AND  
LOCAL 371 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO  
COVERING CONSTRUCTION IN  
ROCK ISLAND, HENRY AND MERCER COUNTY, ILLINOIS  
AND  
SCOTT COUNTY, IOWA

EFFECTIVE: JANUARY 1, 2003    EXPIRES: APRIL 30, 2006

## PREAMBLE

1. THIS AGREEMENT, made and entered into by and between The Associated Contractors of the Quad Cities, hereinafter referred to as "Association" on behalf of those Employers who have so authorized, and Local 371 of the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as "Union".
2. The membership of the Association is composed of numerous Employers engaged in the construction industry in the States of Illinois and Iowa.
3. Recognizing that separate collective bargaining by individual Employer members and the Union would create numerous separate labor agreements with different standards of wages, hours and working conditions, which would prevent Employers from competing for available work on the basis of like labor costs and would create inequities among employees doing the same type of work in the same area. In order to avoid such undesirable circumstances and achieve the stabilization of wage rates and working conditions, the parties desire and intend this to be a multi-employer negotiated agreement established for the classes of employees involved who work in the same area for identical wages, hours and working conditions, regardless of the Employer for who they work.
4. As a means of accomplishing the objectives and purposes stated in paragraph 3 above, the Association has been authorized to negotiate the terms and provisions of this Agreement for and on behalf of those Employers who have so authorized them.
5. It is agreed that the liability of the Employers who accept, adopt or sign this Agreement, or a facsimile thereof, shall be several and not joint.

## ARTICLE 1 Recognition

1. The Association agrees to recognize the Union as the sole and exclusive collective bargaining agent for and on behalf of all employees working on such equipment in classifications covered by this agreement.
2. The Union recognizes the Association as the bargaining agents for all Employers who have so authorized the Association for all work covered hereunder. The Association agrees to furnish to the Union lists of such Employers upon request.

## ARTICLE 2

### Scope

1. It is hereby understood and agreed that this Agreement shall govern construction work in the counties of Rock Island, Henry and Mercer Counties in the State of Illinois and Scott County in the State of Iowa.
2. This Agreement covers all employees transporting materials and/or performing work in classifications covered in Article 10 upon construction sites. This Agreement also covers drivers on truck delivering aggregate material to stockpile on construction sites or to temporary plants or locations, the purpose of which is to serve particular construction sites, and drivers on any other vehicles operated on construction projects when used to defeat the purpose of this agreement. This Agreement excludes clerical employees, technical employees, bookkeepers, superintendents, foremen, and other supervisory personnel; but such persons may be or become a member of the Union if such persons shall be acceptable to the Union.
3. Subject to the provisions of Article 4, the Employers shall have entire freedom of selectivity in hiring and the Employer retains the right to reject any job applicant referred by the Union. Employer may discharge any employee for justifiable cause, subject to the grievance procedure, provided there shall be no discrimination on the part of the Employer against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

## ARTICLE 3

### Union Security

1. It is understood and agreed by and between the parties hereto that as a condition of continued employment and effective after the seventh day following the beginning of employment or the execution date of this Agreement, whichever is the later, all persons hereafter employed to work within the bargaining unit which is the subject of this Agreement, as well as all persons presently so working but who are not members of the Union, shall become members of the Union. It is further understood and agreed that as a condition of continued employment all persons who are presently members in good standing of the Union and who hereafter become such shall be required to pay the periodic dues of the Union figured on a month to month basis. This article shall not apply in any state to the extent that it may be prohibited by state law.
2. The obligation of persons to become Union Members shall be construed to consist of their obligation to pay or offer to pay the applicable Union initiation fee and periodic dues.
3. The failure of any person to become a member of a Union in the manner within the time above provided for shall obligate his Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person. Further, the failure of any person to pay the monthly periodic dues required shall, upon written

notice from the Union to his Employer to such effect, obligate his Employer to discharge him forthwith.

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

#### ARTICLE 4 Procurement of Labor

1. The Union and the Employer recognize the fact that the Union's knowledge and experience within the industry here involved, together with the sources of competent manpower available to it, can aid the Employer in recruiting needed employees who can meet the standards of the trade and who can promote the efficiency of the operation of the Employer.

2. The Employer and the Union agree that:

(a) The Union will maintain a list of persons available for employment. The rules and regulations for the maintenance of such list are as set forth below.

(b) The Employer shall request the Referral Office to refer applicants, and the Referral office shall make such referral promptly but within at least twenty-four (24) hours.

(c) The Employer, in requesting referral of applicants, shall specify to the Referral Office (1) the number of applicants to be employed; (2) work to be performed; (3) location of the projects; (4) the nature of the construction project; (5) such additional information as is deemed pertinent by the Employer in order to enable the Union to make the proper referral of applicants.

(d) The Referral Office shall refer to the Employer such applicants as are competent and qualified to fulfill and meet the requirements of the position sought to be filled commensurate with the rotation of registration and who have acquired experience and possess the required skills or special requirements for the fulfillment of the vacant position as specified by the Employer.

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

(e) The Union recognizes the Employer's legitimate interests in requesting former employees, females and minorities. To effectuate these objectives the Union shall make a good faith effort to comply with Employer requests. The term "former employees" shall mean employees who have worked for the Employer during the past 36 months. If such requested person is not working and has registered for referral, the Union will make an effort to furnish the requested employee.

(f) If, for any reason, the Referral office is unable to furnish qualified and competent applicants within twenty-four (24) hours of the time that the request is made of the Referral Office, the Employer may procure applicants from any other source or sources. If men are so employed, the Employer will, within twenty-four (24) hours of such employment, furnish to the Referral Office serving the area the names of such new employees.

(g) The provisions of this Article shall be posted by the Union at its offices where notices to applicants for referral are customarily posted.

(h) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union By-Laws, rules and regulations, constitutional provisions, or any other aspect or obligation of Union membership; nor shall any supervisor in the employ of any Employer who holds Union membership be bound or, in any way, affected in the performance of his duty for the Employer by any obligation of Union membership, By-laws, rules and regulations, or constitution of the Union.

(1) It is agreed that neither the Employer nor the Union shall engage in or encourage employment practices which discriminate against applicants or employees on the basis of race, age, color, creed, sex or national origin.

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

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

(j) The Employer shall be the sole judge of, and have the right to determine the number of employees required on any job, or any portion of the work being done by the Employer. There shall be no restriction as to the use of machinery, tools or appliances.

(k) In completing any given job, termination of employment shall be in reverse order of hiring, providing that employees shall have the ability and qualifications. This is not intended to restrict or expand area practices in effect.

(l) An applicant for employment, who is aggrieved by an action of the Union with respect to registration or referral under this provision or, who is aggrieved by action of the Employer in connection with hire hereunder, may within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedure rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.

(m) In the event the rules and regulations set forth herein are not adhered to by the Union Referral Office, or in the event that the Union Referral office operates in any manner in contradiction to the laws of the State of Illinois or Iowa and the United States, or in the event the Union Referral Office uses the referral hall as a method of attempting to coerce employees or Employers in any manner in violation of the spirit of this Article or by furnishing employees on a discriminatory basis, then an Employer may file a written complaint with the Union, which complaint shall be subject to the Grievance and Arbitration Procedure as set forth in Article 20 of this Agreement.

(1) In the event an Arbitration Board, as set out in Article 20, finds that the Union involved was in violation of this section with any one Employer, thereafter, that Employer may resort to any source that he may choose for the recruitment of needed employees, and the Union shall not have preferential rights for the referral of employees to this Employer throughout the remaining time of this Agreement.

(n) The Union agrees that it will indemnify and save the Employer harmless against all claims, demands, actions, damages, orders and decrees for the payment of penalties and back wages or either of them, or other forms of liability whatsoever that may arise out of or by reason of action taken, or the failure to act when obligated to do so, by the Union or its representatives in connection with the operation of the non-discriminatory provisions governing the operation of the Referral Office.

### **Rules and Regulations of Referral Offices**

1. The following procedure shall govern the operation of Referral Offices of the Union. Before these rules shall be modified, changed or amended the Employer and the Union agree that they shall mutually agree to such changes of procedure. Referral Officers or other agents of the Union shall have no authority to change any of these procedures.

2. The Referral Office shall maintain a single list of applicants for regular employment.
3. When an applicant desires to place his name on the referral list, he shall fill out an application for employment which, among other things, shall show his previous employment experiences and the names of the Employers and the job for which he is competent. The information shall be available to the Employer.
4. An applicant may place his name upon the registration list providing he is unemployed. Applicants shall be placed upon a list serially by the date and time of their application. Upon taking a job and working five (50 days with one Employer the Union shall strike their name from the list and it shall remain off the said list until said applicant reregisters. The applicant will notify the Union where and when he is working.
5. No work permit, fee, clearance or temporary permit card shall be required as a condition of registering or referral notwithstanding any union constitution, by-laws, or provisions for the same. Registration shall be on a non-discriminatory basis and shall not be affected by race, age, creed, color, sex or national origin.
6. The Union Referral Office shall be opened for the registering of applicants at least two (2) hours during each normal working day.
7. When requested by an applicant Referral Officers shall notify any applicant as to his serial standing in the registration list of applicants. Referral Officers shall refer applicants to jobs from the top of said list in accordance with the men's qualifications and competence to fill the request of the Employer unless, however, the Employer has called for an applicant by name or by other terms as set forth in the basic work agreement.
8. *Available for Work* shall mean that the registrant is ready, willing and able to go to the job site at the time requested and perform work for which he is being referred. It is the responsibility of the registrant at the time of registering, to give the Referral Office instructions as to how the registrant can be contacted for referral. Registrant shall give clear instructions as to telephone number, address or other means of communication, because Employers frequently need workmen on short notice. Any registrant who is sent out to fill a request for men and who refuses employment or quits shall be placed at the bottom of the registration list as of the date he refuses hire or quits.
9. The Referral Office shall keep records as to the jobs each registrant is sent showing the job and classification to which he is referred or if he has not been referred even though he is at the top of said list, the reason he is not being referred.
10. If any registrant questions the application of these rules to his case, he will be referred to the Union business agent or Referral Officer and given the address and telephone number where he can obtain a prompt review of the matter. A copy of these rules and regulations shall be posted at the place of registration and the application list shall be available to Employers as well as notations concerning each applicant. Each applicant shall have a right to file a grievance when

aggrieved pursuant to the basic labor agreement between the parties. Qualified applicants for referral who are registered at one referral office may be referred by request from another office only when there are no qualified registrants at the later office available for referral for the work. Such applicants, if employed as a result of referral, shall have the status of temporary employees and be subject to displacement by regular registrants at that referral office when they become unemployed if the regular registrants are qualified to perform the work.

11. If any applicant has been referred to an Employer and is hired, that Employer may continue the employee in his employment by transferring him to a different job site. Even though the said job to which he is transferred is operated under a joint venture agreement which the Employer is a member, or if the job is operated under a different corporation or partnership name but involves the same principals, provided the job is in the same local area.

12. If an Employer takes over the activities of another Employer at a particular job site, the employee of the latter may continue to operate at that job site for the Employer taking over without further registration or referral if the Employer so desires and if he does not, he may refer to the Referral Office for new employees. In either case, the Referral Office shall be notified of the change.

REGISTRATION CARD (Front)

Date \_\_\_\_\_

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_

Social Security No. \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License \_\_\_\_\_

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

Name of Employer \_\_\_\_\_

Date you started \_\_\_\_\_



Date you finished your work \_\_\_\_\_

Signature \_\_\_\_\_

Reverse side of Registration Card reads as follows:

### REFERRAL RULES-CONSTRUCTION

Under the terms of this Agreement, and in conformity with law, preference in order of referral is based upon prior service in the industry and in the area. Only when all such workmen have been referred are those without such prior service entitled to be referred to the Employer.

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

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

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

Signature \_\_\_\_\_

### ARTICLE 5 Management Rights

1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his working forces at his sole prerogative, including, but not limited to, hiring, promotion, overtime assignments, layoff or discharge.
2. There shall be no limit on production by employees nor restrictions on the full use of equipment covered by this agreement. The operation of all equipment shall be assigned to the proper craft jurisdiction.
3. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of the employees. The Employer shall determine the most efficient method of techniques of construction. However, safety of the employees on the job site shall be of prime concern to the Employer. The Employer shall schedule work and shall determine when overtime will be worked.

4. The above shall apply except as provided elsewhere in this Agreement.

ARTICLE 6  
Business Representative

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

ARTICLE 7  
Stewards

1. The Employer recognizes the right of the Union to designate job stewards from among an Employer's bargaining-unit employees. The steward shall be required to perform work and be subject to the same degree of direction and control by management as any other employee. If requested in writing by the Union, the steward shall have preference for Saturday, Sunday and holiday work and shall be the last man laid off at the conclusion of a project if it is germane to his duties. There shall be no discrimination in any aspect of employment against a steward because of his legitimate activities as steward. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

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

B. The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information

(1) have been reduced to writing, or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or and other interference with the Employer's business.

C. Job stewards have no authority to take strike action, or any other action interrupting the Employer's business.

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

E. New hires will report to the steward within twenty-four (24) hours of reporting to the job, or as soon as reasonably possible.

F. The Union steward shall have access to the Employer's existing job phone for conducting authorized job-related union business.

## ARTICLE 8 Subcontractors

1. It is understood that this Agreement shall be and become a part of the specifications on any on site construction work which a Contractor shall sublet in any manner to a subcontractor.

A. All trucking work covered by this Agreement performed on the site of construction shall be subcontracted only to a subcontractor who is party to a current written collective bargaining agreement with the Union providing for wages and economic benefits not less favorable to the employees than those established herein. Alleged violations of this Clause shall not be subject to strike action.

B. Employers shall be free to contract work to any hauler, owner/operator or any other person or entity. Contract Haulers and owner/operators shall not be considered as employees under this Agreement. However, if the Union shall have a dispute with any hauler, the Union, after giving three (3) days written notice to Signatory Contractor, may take whatever legal action it deems fit against such hauler, owner/operator or any other person or entity.

C. All agreements for the subcontracting of work covered by this Agreement shall provide that they are made subject to the requirements of this Article, and that the Union and the Joint Grievance Committee, when necessary to the administration and enforcement of this Agreement, shall be entitled to examine payroll and other documents relevant and material to any bona-fide issue in an alleged violation of this Agreement.

D. If particular bargaining unit employees or qualified drivers on the referral list, are deprived of earnings which but for a violation of this Agreement they would have received, the Joint Grievance committee, or Arbitrator is authorized to award back pay to such employees up to an amount sufficient to make them financially whole for net earnings lost as a result of such violation, less interim earnings.

E. Employers and their subcontractors party hereto shall be jointly and severally liable for violations of this Article 8, by such subcontractors, including lower-tiered subcontractors, as well as for their subcontractors who are not party hereto. The violator shall be primarily liable.

F. For the purposes of this Article 8, a subcontractor shall be any person, independent contractor, firm or corporation which performs work covered by this Agreement for an Employer or subcontractor.

G. The Employer may hire or contract for the use of operated trucks be they from a fleet owner, another Employer or a nonemployee owner driver, provided they do not replace his

regular employees where he has the necessary equipment available. This is not intended to permit an Employer to make equipment unavailable as a subterfuge to discriminate against his drivers.

ARTICLE 9  
Pre-Job Conference

1. There shall be a pre-job conference between the Employer and the Business Representative of the Union at the site for where the work is to be performed. Questions concerning the application of this Agreement shall be resolved at this meeting. It is the responsibility of the Employer to notify the Union when he has a job requiring a pre-job conference.

2. If an Employer evades a Pre-Job Conference, he automatically forfeits his right to the grievance procedure, and the Union shall have the right to economic recourse.

ARTICLE 10  
Wages

The following wages shall be paid during the term of this Agreement.

SECTION A

Classification Group I

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

2. The wage scale shall be as follows:

Effective

05/01/04	\$24.285
05/01/05	\$25.340

Classification Group II

1. 2 or 3 axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, and four axle combination units.

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

3. The wage scale shall be as follows:

Effective

05/01/04	\$24.685
05/01/05	\$25.740

Classification Group III

1. 2,3, or 4 axle trucks hauling 16 ton or more. Drivers on water pulls, mechanics and working foremen selected mutually by the Employer and the Union, subject to layoffs as outlined in Article 4, Section (k) will be used when there are orders to be issued by other than the Company Supervisor. Five axle or more combination units.

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

3. The wage scale shall be as follows:

Effective

05/01/04	\$24,885
05/01/05	\$25.940

Classification Group IV

1. Lowboy and Oil Distributors.

2. The wage scale shall be as follows:

Effective

05/01/04	\$25.135
05/01/05	\$26.190

## Classification Group V

1. Drivers who require special protective clothing while employed on hazardous waste work.
2. The wage scale shall be as follows:

### Effective

05/01/04	\$25.885
05/01/05	\$26.940

### ALLOCATION OF WAGES

Should the Union desire to distribute any part of the above-negotiated wage increase to the negotiated funds in different amounts than specified above, it may do so upon sixty (60) days written notice, prior to the effective date of the increase on January 1 of each year of the agreement, provided that at no time will the wage rate or the rate of any fringe benefits decrease as such is prohibited by the Illinois Department of Labor.

### SECTION B - Work Classification

This Agreement covers drivers on the following equipment:

1. Dumpcretes, scoopmobiles, mixer trucks, dumpsters or similar equipment, fork lift, koehring or similar dumpsters, euclids, hug-bottom dumps, tournapulls, tournatrailers, tournarockers, or similar equipment when used for transportation purposes, A-frame trucks when used for transportation purposes, winch trucks, pavement breakers, batch trucks-wet or dry, tract trucks, and hydrolift trucks, pole trailers, pilot vehicles, or similar equipment when used for transportation purposes.
2. The Employer agrees to notify the Union Representative when using new types of equipment not covered by this Agreement and they shall immediately negotiate the wage scale of same.

### ARTICLE 11 Health & Welfare

1. Effective and retroactive to January 1, 2003, the Employer agrees to contribute \$5.00 for each hour worked by each employee covered by this Agreement to the *Illinois Conference of Teamsters and Employers Welfare Fund*, and effective May 1, 2003, the Employer agrees to contribute \$5.75 for each hour worked by each employee covered by this Agreement.

2. Contributions to the Welfare Fund must be made in accordance with the *Agreement and Declaration of Trust* executed May 18, 1967, on each regular or extra employee even though such employee may work only part time under the provisions of this Agreement.

3. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Welfare Fund in accordance with the rules and regulations of the Trustees of such Fund or Plan, the Union, after giving seventy-two (72) hours' notice to the Employer of such delinquency in Welfare payments, shall have the right to take such action as deemed necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

4. If an employee is injured on the job, the Employer shall continue to pay the required contributions based on twenty-five (25) hours per week; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

## ARTICLE 12 Pension

1. The parties agree that during the term of this Agreement contributions shall be made on a daily basis. The Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund the sum of \$25.60 dollars per day for work performed for each employee covered by this Agreement.

2. This fund shall be the Central States Southeast, Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement or for operations under the Southeast and Southwest Areas Agreements to which Employers who are party to this Agreement are also parties.

3. If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time the employee would have normally worked had he not been injured; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

4. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are party hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

5. Contributions to the Pension Fund must be made for each day on each regular or extra employee. An employee must actually begin to work to receive the pension contribution for that day.

6. Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contributions to the Pension Fund or new pension plan, in accordance with the rules and regulations of the Trustees of such Fund or Plan, the Union, after giving seventy-two (72) hours' notice to the Employer of such delinquency in pension payment, shall have the right to take such action as deemed necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections. It is understood that the Employer's liability to the central States Fund or new pension plan shall be limited to the terms of this agreement.

### ARTICLE 13 Bond Requirements

1. The trustees of any employee benefit fund for which contributions are required hereunder may require for good cause, that any particular Employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars (\$10,000) to guarantee the payment of such contributions.

2. In the event of failure, default or refusal of the Employer to meet his obligations to his employees or the Pension Fund and Welfare Fund, when due, the Union aggrieved employees or the Trustees of the Pension Fund and Welfare Fund may, after written notice to the Employer, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.

3. Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment or obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against the said Employer.

### ARTICLE 14 Working Hours, Overtime, and Shift Work

1. Eight (8) hours shall constitute a day's work, with starting time designated by the Employer (for all Teamsters on the job) between the hours of 7:00 a.m. and 4:30 p.m., which may be changed by mutual agreement, with a scheduled lunch period of not less than one-half (1/2) hour between the 4th and 5th hours; if employees are directed to work during lunch period, they shall be paid for that lunch period, at the prevailing overtime rate; and forty (40) hours shall constitute a week's work, Monday through Friday. All work done after eight (8) hours per day,



or before the designated starting time, or after 4:30 p.m. Monday through Friday or work done on Saturday shall be paid at the rate of time and one-half (1 1/2), provided that on heavy construction work where the Common Laborers or Operating Engineers receive double (2) time for all work after eight (8) hours per day, Monday through Friday, or work done on Saturday, the Workmen covered by this Agreement shall receive double (2) time. The Employer shall have the option, if approved by the Union, of working five (5) eight (8) hour days or four (4) ten (10) hour days, Monday through Friday at the straight time rate of pay. Such arrangements shall be finalized at the pre-job conference. The transportation of construction equipment to and from jobs, shall be paid at the rate of time and one-half (1 1/2) for overtime.

2. The employee's listed phone shall be called a minimum of one (1) hour before starting time by the foreman, or whoever is in charge, unless a shorter period of time is mutually agreed to between the Union and the Employer, if there is to be no work that day. The employees covered by this Agreement will cooperate with the Employer by giving him a telephone number and, in turn, the Employer will call a minimum of one (1) hour before starting time, unless a shorter period of time is mutually agreed to between the Union and the Employer, if there is no work. Those who have no phone will either contact an employee working on the same project who has a phone or call the Employer (collect) when weather conditions are unfavorable, as the Employer will not be held responsible for those who have no way of contact, in regard to show-up time on account of weather conditions or breakdown of equipment. Otherwise, they shall report for work and receive two (2) hours pay for reporting. If the employees start to work, they shall be paid for not less than four (4) hours. If they work over four (4) hours or from a.m. into the p.m., they shall be paid for not less than eight (8) hours except when work is stopped because of inclement weather, or equipment break down, in the second four (4) hours, in which case they shall be paid for actual hours worked. All employees covered by this Agreement shall remain for one (1) hour after regular starting time to allow Employer or project engineer, time for decision on eventual start of work for that day, if employee is entitled to show-up time for that day.

3. Work may be performed in shifts at the election of the individual Employer, but in no case for less than three (3) consecutive days however, an Employer may work shifts for two (2) days if four (4) twelve (12) hour shifts are scheduled. The starting time for a two-shift job may be designated by the Employer and the regular rates shall prevail. The starting time on a three-shift job shall be 8:00 a.m. which shall be regarded as the first shift on the calendar day. Where two or more shifts are worked, five (5) days of seven and one-half (7 1/2) hour shifts from Sunday midnight to Friday midnight, shall constitute a regular week's work, any time worked in excess of regular shift hours shall be paid for at one and one-half (1 1/2) times or the appropriate overtime basic hourly rate of wages.

## ARTICLE 15 Holidays

1. Work done on Sunday or Holidays shall be paid at the rate of double the regular rate of pay. The following days shall be recognized as regular Holidays: New Year's Day, Memorial

Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. No work shall be done on Labor Day except to protect life or property.

2. All Holidays set forth in this Article shall be observed as prescribed by Federal Law unless mutually agreed otherwise.

## ARTICLE 16 General Conditions

1. With the exception of the Employer's regular semi-lowboy drivers when assigned to the Employer's semi-lowboy all equipment moved from the job site to another location, the drivers on the previous job shall move the equipment.

2. The Employer may use his regular semi-lowboy drivers, when assigned to the Employer's semi-lowboys to move equipment to and from another locals jurisdiction. When so engaged, the Employer's semi-lowboy driver may backhaul material or supplies after first notifying the union involved. If moving from one project to another project in the same local, drivers shall be determined in a conference with the Union prior to move. When an Employer's lowboys are used for hauling within the contract limits of a project, the drivers shall be determined at the pre-job conference. Except in the above cases the drivers on the previous job shall move the equipment.

3. The time of an employee shall be computed from the time he checks in at the Employer's request and until checking out after day's work.

4. In the event an employee works in more than one classification in any eight (8) hour period, he shall receive the highest rate for the entire day.

5. Any employee being assigned to work which necessitates his being away from his home terminal or garage, or garage at the job site overnight shall be compensated for all necessary and reasonable meals and lodging monies spent while on such assignment.

6. When an employee does not remain overnight, he shall be reimbursed only for reasonable expenses incurred, such as tolls, gas, and any other necessary expenditure in connection with such assignment.

7. The Employer shall maintain time and pay records at the Employer's place of business showing compliance with terms of this Agreement.

8. Drivers of Employer-owned, leased or hired pick-up trucks shall be Teamsters when hauling tools, materials, supplies, parts and equipment to and from and on the job site, except when used by Employer's supervisory personnel for their own transportation, or the transportation of workers and their tools on the job site, or for the use of a mechanic for the transportation of his tools and repair parts to a repair job and except survey trucks hauling surveyor and his tools and additional workers. A non-bargaining unit employee shall be

permitted to move equipment and materials to and from and on the job site, which is incidental to his duties. However, this is not intended for the purposes of transportation or distribution. Pick-up trucks owned by anyone other than the Employers and their supervisory personnel will not be used for anything other than transportation of the owner and supervisors.

## ARTICLE 17 Insurance and Safety

1. The Employers agree that they will carry Workmen's Compensation and Public Liability Insurance covering all equipment. Employers shall also pay the Old Age and Survivors Insurance Premium as required by law, and shall, if not required by law, to voluntarily elect to contribute to the Unemployment Compensation Fund of the State to the end that the employees may be covered by this law.
2. No employees, covered by this Agreement, shall work for any Employer who does not comply with this Section and all Employers and employees shall be required to observe safety rules and regulations as a condition of employment, subject to the grievance procedure.
3. All trucks which have heaters and windows as standard equipment shall be maintained in good working order during inclement weather, except when trucks are used for emergency purposes.
4. The Union further agrees that they will not be a part to establishing a slow down of transportation equipment and, should such conditions arise, do everything possible to eliminate same. The Union further agrees that the employees shall cooperate with the Employers in keeping the equipment operating in an efficient manner.
5. No employee shall be required to operate or work upon a vehicle which is overloaded, or to operate at an excessive speed schedule, or in violation of any law or ordinance. Refusal on the part of an employee to operate such vehicle shall not be considered a violation of this Agreement.
6. The Employer shall not require any employees to use equipment that is in an unsafe operating condition. Refusal by an employee to operate such equipment shall not be considered a violation of this Agreement.
7. Whenever a driver is fined because of overloaded (including maximum weights or load distribution) or faulty equipment, the Employer shall pay all fines assessed against the employee, including straight time hours lost.
8. Union agrees that companies may establish policies dealing with Personal Cell Phones and Other Communication Devices, which policies will not be part of the contract. The policies shall be company wide and shall apply to all crafts.

ARTICLE 18  
Payment of Wages

1. The Employer shall pay the employees once each week. Pay day to be chosen by the Employer and shall be within five (5) days from the end of the fiscal week. The pay shall be in cash or check and shall be in full up to the regular quitting time at the end of the fiscal week. If at the termination of employment or on the scheduled pay day pay is not available, the employee or employees will be allowed up to eight (8) hours at the overtime rate. At the end of the eight (8) hour period, eight (8) straight time hours pay will be allowed in each additional twenty-four (24) hour period starting at the end of the first eight (8) hours except as otherwise mutually agreed to between the Union and the Employer. This will be in addition to any monies earned. If an employee has elected to be paid by electronic check deposit to a financial institution and his employment is terminated, he shall receive his final check on the employer's next regularly scheduled payday.

2. The Employer shall furnish with each payroll check or currency payment a full statement of hours worked, both regular and overtime, and all deductions made.

ARTICLE 19  
Completeness of Agreement

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

ARTICLE 20  
Grievance and Arbitration Procedure

1. It is understood and agreed by and between the parties that there shall be neither strikes nor lockouts because of disputes, disagreements or differences concerning the interpretation or application of the terms and provisions of this Agreement, or because of jurisdictional disputes. Excepting in those instances provided for in Section 4 of the Union Security Agreement, such disputes, disagreements or differences shall be resolved as hereinafter provided for.

2. No grievances over the interpretation or application of this Agreement shall be recognized as timely unless filed in writing within thirty (30) calendar days after the later of: (1) the occurrence of the incident given rise to the grievance; (2) that time the filing party reasonably should have known of the incident giving rise to the grievance. Said grievance must either be hand delivered or mailed to a responsible representative of the party against whom it is filed. If mailed, the grievance must be postmarked not later than the time period specified above.

3. If a grievance or dispute arise, it shall be immediately adjusted by the business representative of the Union and the Employer's superintendent or representative. In the event no decision is mutually agreed upon, it will be submitted to a Joint Grievance Committee consisting of three members of the Association and three members from the Union. The parties may mutually agree to have a grievance decided by less than a six member committee so long as the Association and the Union each have an equal number of committee members.
4. Deadlock grievances shall be submitted to arbitration if a majority of the Joint Grievance Committee determines to submit such matter to an arbitrator for a decision. Otherwise, either party shall be permitted all lawful economic recourse.
5. If the matter is submitted to arbitration, the Association and the Union shall pick an arbitrator, by agreement if possible. If the Association and the Union cannot agree on selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit the names of five (5) qualified arbitrators. After the list of names has been received, the party requesting the arbitration shall first strike one name from the list and the other party shall strike one name from the list and so on, alternately, until one name remains on the list, who shall then be the arbitrator.
6. The arbitrator shall thereafter hold and conduct a hearing at which all interested parties may appear, if they wish, and present testimony and evidence in support of their position. After conclusion of the hearing the arbitrator shall issue an award or decision in the case which shall be final and binding upon all interested parties.
7. Fees and expenses of the arbitrator shall be shared equally by the Employer and the Union involved in the grievance.
8. The Employer and the Union involved shall each bear their own respective costs related to the arbitration, including but not necessarily limited to attorneys and witness fees.
9. The arbitrator shall not be empowered to add to, detract from, or alter the terms of this Agreement.

#### ARTICLE 21 Unauthorized Activity

1. It is further mutually agreed that the Union will, upon request, within two weeks of the date of the signing of this Agreement, serve upon the Association and Employer, a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized.
2. It is further agreed that, in all cases of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable

for damages resulting from such unauthorized acts of its members or employees covered by this Agreement if the Union delivers to the Employer within twelve (12) hours after the Employer notifies the Union of the unauthorized activity, two (2) notices which the Employer may post, advising all employees that the activity is unauthorized.

3. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, the Employer shall have the sole and complete right of reasonable discipline, up to and including, discharge and/or refusal of reemployment to any Union member or employee participating in an unauthorized strike, slowdown, walkout, or any other cessation of work.

#### ARTICLE 22 Savings Clause

1. It is the intention of the parties hereto to comply with all applicable provisions of State or Federal Law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court of competent jurisdiction. In such event, the Union or the Employer may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiation and such action shall not constitute a violation of this Agreement.

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

#### ARTICLE 23 Protection of Rights

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

#### ARTICLE 24 Hauling and Stockpiling

1. The wage rate provided below shall apply only when the employees covered by this contract are engaged in hauls of aggregates to stockpile, or when they are hauling from stockpile

to stockpile, or when they are hauling from quarry to stockpile, or when they are hauling aggregate on a maintenance chipping project within the craft and territorial jurisdiction of the Union.

2. Intent: All the terms, fringe benefits and conditions of "Articles of Construction" shall apply except the wage differential expressed in this Article.
3. Craft and Territorial Jurisdiction: It is mutually understood and agreed that this Article shall cover and apply to all employees of the Company within the geographical jurisdiction of the Union.
4. Exception: This Article shall not apply to on site construction work.
5. Wage Scale: All employees covered by this Article shall be paid eighty percent (80%) of the applicable hourly wages under Article 10, Wages.
6. Working Hours: In the event an employee works in more than one (1) classification in any four (4) hour period, he shall receive the highest rate for the entire four (4) hour period. (four (4) hour periods are intended to divide the work day in half.) Except, however, if an employee starts to work at the construction rate, but because of inclement weather is transferred to maintenance chipping or stockpiling work, he shall be paid not less than four (4) hours at the construction rate, and actual hours worked thereafter at the applicable rate for the work performed.

## ARTICLE 25

### Alcohol and Nonprescription Drugs

1. The possession, sale or use of alcohol or non-prescription drugs during working hours shall be grounds for termination. Any Employee who reports for work under the influence of alcohol or non-prescription drugs shall be subject to termination. Non-prescription Drugs shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription, endorsed by a qualified physician for use by named Employee in question.
2. Drug and Alcohol Abuse Policy for Truck Drivers.

The parties agree to adopt and incorporate by this reference as part of their agreement, the drug and alcohol abuse policy for truck drivers established in the labor agreement between the Illinois Conference of Teamsters and the Associated General Contractors of Illinois, including any amendments or changes to said policy. Employees who are involved in accidents shall be subject to drug and alcohol abuse testing at the discretion of the employer.

3. The unlawful manufacture, distribution, dispensation, sale, possession or use of an illegal drug, as defined in Title 49, Code of Federal Regulations (CFR) Part 40 is strictly prohibited on all Employer premises or other locations at which the driver is to perform work, or in any

Employer owned or leased motor vehicle. The Employer will not hire any driver who uses or possesses any illegal drug.

ARTICLE 26  
Agreed Upon Reductions From Contractual Conditions  
For Work Projects

1. The Union shall have the authority to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only.
2. The Union agrees to continue to participate and be bound by local multicraft agreement(s) which are made by The Associated Contractors of the Quad Cities and Teamsters Local 371, Operating Engineers Local 150, Laborer's Local 309, and Cement Mason's Local 18.
3. Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Upon such a request the Union may, as appropriate, grant concessions and modifications necessary to assure continued work opportunities for their Employers.
4. No wage concessions shall be granted on projects which State or Federal Laws require that a prevailing rate be paid.

ARTICLE 27  
Termination of Agreement

1. This Agreement shall become effective as of the first day of January, 2003 and shall remain in full force and effect until the 30th day of April 2006 and each year thereafter unless written notice of termination or desired modifications is given at least sixty (60) days but not more than ninety (90) days prior to the expiration date by either of the parties hereto.
2. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above set forth.

THE ASSOCIATED CONTRACTORS  
OF THE QUAD CITIES

By: *John P. [Signature]*

By: *Jerry Coyne*

By: *Scott Carpenter*  
*Kevin Kelly*

TEAMSTERS LOCAL 371

By: *William R. McCabe, President*

By: *[Signature]*

By: \_\_\_\_\_



SIDE LETTER AGREEMENT

The Associated Contractors of the Quad Cities and Teamsters Local 371 agree as

follows:

1. Current multocard employees shall be grandfathered.

2. Contractors may continue to employ multi-card employees, and the Union agrees to furnish employers with multi-card employees if such employees are available. Employees doing both laborer's work and driver's work shall be paid 40 cents per hour over and above the drivers' scale for the particular truck which they are driving. Health and Welfare payments shall be made for an employee pursuant to and upon agreement between the unions involved, provided there shall be no duplication of payments for the same type of coverage.

Dated: April 29, 2003

The Associated Contractors of the Quad Cities

Teamsters Local 371

By: John Han

By: William R. Male, President

Larry Corpe  
Rich Carpenter  
Lure Harvey

Richard R. Seig-Frass

# PARTICIPATION AGREEMENT

This Participation Agreement made and entered into by and between \_\_\_\_\_, hereinafter referred to as the "Employer" and Local 371 of the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as the "Union."

1. The Employer does hereby adopt the Articles of Construction Agreement ("Agreement") entered into between the Union and The Associated Contractors of the Quad Cities, which Agreement was effective January 1, 2003 and has an expiration date of April 30, 2006.
2. The parties do hereby mutually agree to be bound by the terms and conditions of the Agreement and Declaration of Trust of the Illinois Conference of Teamsters and Employers Welfare Fund and the Central States Southeast and Southwest Areas Pension Fund and all amendments heretofore made thereto, as though the same were fully incorporated herein.
3. Employer acknowledges that he or she has received a copy of the afore-described Agreement, that he or she has reviewed the same and that he or she is aware of the obligations arising thereunder.
4. Either Party desiring to amend or terminate this Participation Agreement must notify the other in writing at least sixty (60) days but not more than ninety (90) days prior to April 30, 2006.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

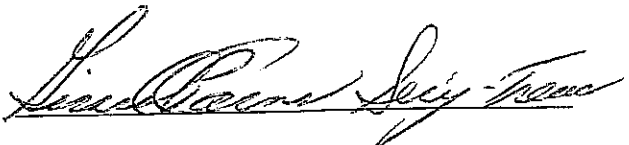
EMPLOYER

TEAMSTERS LOCAL UNION NO. 371

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