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Union: **Illinois Conference of Teamsters, International Brotherhood of Teamsters (IBT)**

Local:

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K 8992  
2,300 words

42 pp.

# ARTICLES OF CONSTRUCTION AGREEMENT

Between

The Associated General Contractors of Illinois

And

The Illinois Conference of Teamsters  
Affiliated with the  
International Brotherhood of Teamsters

Covering  
Construction

In

The State of Illinois  
Except – Northeastern Portion covered by  
Teamsters Joint Council No. 25

EFFECTIVE: May 1, 2002

EXPIRES: April 30, 2006

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## PREAMBLE

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

This Agreement is an effort by the parties to implement those improvements which will encourage buyers of construction services to utilize the Employers and Employee Unions signatory to this Agreement.

As a means of accomplishing the objectives and purposes stated in paragraph 3 above, the Association has been authorized to negotiate the terms and provisions of this Agreement for and on behalf of those contractors who have so authorized them and the Conference has likewise been authorized to so negotiate for and on behalf of the Local Unions.

It is further agreed that the liability of the Employers who accept, adopt or sign this Agreement, or a facsimile thereof, shall be several and not joint, and the liability of the Teamsters Local Unions, who accept, adopt or sign this Agreement or a facsimile thereof, shall be several, and not joint.

## **ARTICLE 1**

### **Recognition**

1. The Association agrees to recognize the Illinois Conference of Teamsters as the sole and exclusive joint collective bargaining representative for and on behalf of all employees working on such equipment in classifications covered by this Agreement. It is understood, however, that in order to insure orderly procedure in the administration of the terms of this Agreement, the Association and the Conference shall be fully authorized and empowered to act for and on behalf of the respective members of the Association and Local Unions who are parties to this Agreement and to bind them by actions taken in connection therewith.
2. The Conference 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 prior to May 1, 2002, and upon request thereafter.

## **ARTICLE 2**

### **Scope**

1. It is understood and agreed that this Agreement shall cover construction work throughout the State of Illinois except in the counties of Cook, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, McHenry, Will, DeKalb, Boone, Winnebago, Stephenson, Edgar, Clark, Crawford, Edwards, Lawrence, Wabash, Richland and those parts of Lee County east of Route 51 and those parts of Ogle County east of Route 51 and north of Route 72 and the city of Rochelle, and those parts of JoDaviess County east of Route 78 but not including the city of Stockton and those parts of Carroll County north of Route 72 and east of Route 78 and that part of Livingston County other than within the townships of Reading, New Town, Sunbury, Nevada, Long Point and Amity, and that part of Woodford County east of Route 51 and north of Route 24, that part of McLean County north of a line starting at the intersection of the McLean-Woodford Counties line and Route 24 in a southeasterly direction to the farthest south-southwestern corner of Livingston County, that part of Ford County north of a line from the southeastern corner of Livingston County east of the Ford-Iroquois Counties Line and that part of Iroquois County other than within the Townships of Pigeon Grove, Fountain Creek, Lovejoy, Prairie, Green, Milford and Stockland. Any additional territory to come under this Agreement shall be allocated to the areas as mutually agreed between the Conference, the Association and any Local Union affiliated with the International Brotherhood of Teamsters negotiating for such additional territory covered by this Agreement.
2. Prior to May 1, 2002 the Conference agrees to furnish the Association a detailed map or other suitable description of the current territorial jurisdiction of the Conference and each of its affiliated Local Unions covered by this Agreement. The Conference further agrees to promptly notify and furnish the Association with all

necessary information pertaining to any change in the territorial jurisdiction of any affiliated Local Union covered by this Agreement.

3. This Agreement covers all employees transporting materials and/or performing work in classifications covered in Article 10 upon construction sites. This Agreement also covers employee drivers on trucks delivering aggregate materials to stockpile, from stockpile to stockpile, or when hauling from quarry to stockpile (as provided in Article 27, Section 1) on construction sites or to temporary plants or locations, the purpose of which is to serve particular construction sites, and employee drivers on any other vehicles operated on construction projects when used to defeat the purpose of this Agreement. This Agreement also covers employees when hauling aggregate on oil and chip resealing projects. This Agreement excludes clerical employees, technical engineers, bookkeepers, superintendents, foremen, or other supervisory personnel, owner/operators/independent contractors; but such persons may be or become a member of the Local Union if such person should be acceptable to said Union or International
4. Subject to the provisions of Article 4, the Contractor shall have entire freedom of selectivity in hiring and the contractor retains the right to reject any job applicant referred by the Union. The contractor may discharge any employee for justifiable cause, subject to the grievance procedure, provided there shall be no discrimination on the part of the contractor against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

### **ARTICLE 3**

#### **Union Security**

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 of this Agreement, whichever is the later, all persons hereafter employed to work within the bargaining unit which is the subject of this Agreement, as well as all persons presently so working but who are not members of one of the Local Unions referred to herein shall become members of the particular Local Union having jurisdiction for representation purposes over the geographical area within which such persons then work. It is further understood and agreed that as a condition of continued employment all persons who are presently members in good standing of one of the Local Unions referred to herein or who hereafter become such shall be required to pay the periodic dues of the Local Union having jurisdiction for representation purposes over the geographical area within which such persons work a majority of the time, figured on a month by month basis.
2. The obligation of persons to become Union members shall be construed to consist of their obligation to pay or offer to pay the applicable Union initiation fee and

periodic dues. Their obligation to pay periodic dues shall not be construed so as to require such payments to more than one Local Union in any one month.

3. The failure of any person to become a member of a Local Union in the manner within the time above provided for shall obligate his/her 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/her Employer to such effect, obligate his/her Employer to discharge him/her 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/she 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**

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

The Employer and the Union agree that:

- (a) The Union will maintain a list of persons available for employment. The rules and regulations for the maintenance of such list are set forth below.
- (b) The Employer shall request the Referral Office serving the area in which the job is located to refer applicants and the Referral Office shall make such referral promptly but within at least twenty-four (24) hours.

- (c) The Employer, in requesting referral of applicants, shall specify to the Referral Office – (1) the number of applicants to be employed; (2) work to be performed; (3) location of the project; (4) the nature of the construction project; (5) such additional information as is deemed pertinent by the Employer in order to enable the Union to make the proper referral of applicants.
- (d) The Referral Office shall refer to the Employer such applicants as are competent and qualified to fulfill the requirements of the position sought to be filled commensurate with the rotation of registration and who have acquired experience and possess the required skills for the fulfillment of the vacant position as specified by the Employer.

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

- (e) The Union recognizes the Employer's legitimate interests in requesting former employees. To effect this objective the Employer shall furnish the Referral Office with a list of such employees who have worked for him/her during the past thirty-six (36) months. If such requested person is not working and has registered for referral, then the Union may refer such requested employee to the Employer.
- (f) An Employer may transfer employees presently employed from the area of one Local Union to another Local Union in whose area such Employer has a construction job or project provided no more than thirty three and a third percent (33 1/3%) of the working force consists of transferred employees unless mutually agreed to otherwise between that Local Union where the work is to be performed and the Employer, said thirty three and a third percent (33 1/3%) will not be allowed to transfer until the Local Union where the transfer is taking place has the first sixty six and two thirds percent (66 2/3%). The mechanic shall be permitted to transfer irrespective of the proration of employees at that time.

*Before so doing, the Employer shall notify and have pre-job conference with the Union of the area in which the employees are to work and furnish, in advance, the number, names and addresses of employees the Employer desires to transfer, together with the number of other persons to be employed for like work. Provided further, only persons working under this Agreement may be so transferred.*

Only transfers made in accordance with the provisions of this section of this Agreement may be accepted, all other workers must be procured in accordance with the other provisions of this Agreement and these rules.

- (g) Qualified applicants for referral who are registered at one Local Union may be referred by request from another Local Union only when there are no qualified registrants at the former office available for referral. Such applicants, if employed as a result of referral, shall have the status of temporary employees, and be



subject to displacement by regular registrants at that referral office when they become unemployed if the regular registrants are qualified to perform the work.

- (h) If, for any reason, the Referral Office is unable to furnish qualified and competent applicants within twenty-four (24) hours of the time that the request is made of the Referral Office, the Employer may procure applicants from any other source or sources. If men/women are so employed, the Employer will, within twenty-four (24) hours of such employment, furnish to the Referral Office serving the area the names of such new employees.
- (i) The provisions of this Article shall be posted by the Union at its premises where notices to employees and applicants for employment are customarily posted.
- (j) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, 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/her duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.

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

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

Prior to hiring any 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.

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

- (m) Employees working under this Agreement shall have seniority rights with individual Employers as mutually agreed by the Local Union and the affected Employer. In the event the parties fail to reach Agreement they shall be referred to the grievance and arbitration procedure for resolution. In completing any given job, termination of employment shall be in reverse order of hiring, recall of employee shall be by seniority, providing employees shall have the ability and qualifications. This is not intended to restrict or expand area seniority practices in effect.
- (n) An applicant for employment, who is aggrieved by an action of the Union with respect to registration or referral under this provision or, who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of 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.
- (o) In the event the rules and regulations set forth herein are not adhered to by the Local Union Referral Office, or in the event that a Local Union Referral Office operates in any manner in contradiction to the laws of the State of Illinois and the United States or in the event the Local Union Referral Office 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.
- In the event an Arbitration Board, as set out in Article 20, finds that the Local Union involved was in violation of this section with any one Employer, thereafter, that Employer may resort to any source that he/she may choose for the recruitment of needed employees, and the Local Union shall not have preferential rights for the referral of employees to this Employer throughout the remaining time of this Agreement, or during the time the Employer remains in the area of the Local Union involved.
- (p) The Illinois Conference of Teamsters and its affiliated Locals agree that they will indemnify and save the Employer harmless against all claims, demands, actions, damages, orders and decrees for the payment of penalties and back wages or either of them, or other forms of liability whatsoever that may arise out of or by reason of action taken, or the failure to act when obligated to do so, by the Illinois

Conference of Teamsters, its affiliated Local Unions and its representatives, in connection with the operation of the non-discriminatory provisions governing the operation of the Referral office.

### **RULES AND REGULATIONS OF REFERRAL OFFICE**

1. The following procedures shall govern the operation of Referral Offices of Local Unions of the Illinois Conference of Teamsters. Before these rules shall be modified, changed or amended, the Employer and the Union agree that they shall mutually agree to such changes or procedure. Referral Officers or other agents of the Union shall have no authority to change any of these procedures. When the masculine pronoun appears in this Agreement it shall be deemed to refer to both male and female employees.
2. Each local Referral Office shall maintain a single list of applicants for regular employment and a separate single list for Owner/Drivers.
3. When an applicant desires to place his/her name on the referral list he/she shall fill out an application for employment which among other things shall show his/her previous employment experiences and the names of the Employers and the job for which he/she is competent. The information shall be available to the Employer.
4. An applicant may place his/her name on the registration list providing he/she is unemployed. Applicants shall be placed upon a list serially by the date, number or time of their application. Upon taking a job and actually working five (5) days or more with one (1) Employer, the Union shall strike their name from list and it shall remain off the said list until said applicant re-registers. The applicant will notify the Union where and when he/she is working.
5. Registration shall be on a non-discriminatory basis and shall not be affected by race, age, creed, sex, color or national origin.
6. Local Union Referral Offices shall be opened for the registering of applicants at least two (2) hours during each normal working day or eight (8) hours of each work week.
7. When requested by an applicant, Referral Officers shall notify any applicant as to his/her serial standing in the registration list of applicants. Referral Officers shall refer applicants to jobs from the top of said list in accordance with their 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, able and willing to go to the job site at the time requested and perform work for which he/she 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 communications, because Employers frequently need workers on short notice. Any registrant who is sent out to fill a request for men/women and who refuses employment shall be placed at the bottom of the registration list as of the date he/she 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/she is referred or if he/she has not been referred even though he/she is at the top of said list, the reason he/she is not being referred.
10. If any registrant questions the application of these rules to his/her case, he/she will be referred to the Local Union business agent or Referral Officer and given the address and telephone number where he/she 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 latter office available for referral for the work. Such applicants, if employed as a result of referral, shall have the status of temporary employees and be subject to displacement by regular registrants at that Referral Office when they become unemployed if the regular registrants are qualified to perform the work.
11. If any applicant has been referred to an Employer and is hired, that Employer may continue the employee in his/her employment by transferring him/her to a different job site. Even though the said job to which he/she 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/she does not, he/she may refer to the Referral Office for new employees. In either case, the Referral Office shall be notified of the change.

NO. \_\_\_\_\_

REGISTRATION CARD (front)

Date \_\_\_\_\_

Name \_\_\_\_\_

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

Telephone \_\_\_\_\_

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

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

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

License \_\_\_\_\_

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

Name of employer \_\_\_\_\_

Job Location \_\_\_\_\_

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

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

Classification worked \_\_\_\_\_

List prior service in the construction industry:

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

Signature \_\_\_\_\_

Reverse side of Registration Card reads as follows:

### **REFERRAL RULES – CONSTRUCTION**

The referral of workers from this Referral Office is governed by the terms of Contracts between Contractors and the Illinois Conference of Teamsters and its affiliated Local Unions. Under these Agreements, and in conformity with law, preference in order of referral is based upon prior service in the construction industry and in the area. Only

when all such workers have been referred are those without such prior service entitled to be referred to the Contractor.

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

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

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

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

Signature

Received by

## **ARTICLE 5**

### **Management Rights**

1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his/her 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**

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**

The Employer recognizes the right of the Union to designate job stewards from among an Employer's bargaining unit employees. The steward shall be required to perform work and be subject to the same degree of direction and control by management as any other employee. If requested in writing by the Local Union the steward shall have preference for Saturday, Sunday and holiday work, and shall be the last person laid off at the conclusion of a project, and first person recalled to work and offered the highest class hourly rate, if qualified for work available and it is germane to his/her duties as a steward. There shall be no discrimination in any aspect of employment against a steward because of his/her 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/her Employer or the designated company representative in accordance with the provisions of the collective bargaining Agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Employer's business.
- C. Job stewards have no authority to take strike action, or any other action interrupting the Employer's business.
- D. The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

- E. Individuals referred by the Union to a contractor must report to the company steward within twenty-four (24) hours of his/her employment or as soon as reasonably possible.
- F. Job stewards shall have access to contractor's telephone when available for the purpose of conducting Union business.

## **ARTICLE 8**

### **Sub-contractors**

It is understood that this Agreement shall be and become a part of the specifications on any work which a contractor shall sublet in any manner to another contractor.

- A. All trucking work covered by this Agreement performed on the site of construction shall be subcontracted only to a subcontractor who is a 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. Contractors shall be free to contract work to any hauler, owner/operator or any other person or entity. Contract Haulers and owner/operators shall not be considered as employees under this Agreement. However, if the Union shall have a dispute with any hauler, the Union, after giving three (3) days written notice to Signatory Contractor, may take whatever legal action it deems fit against such hauler, owner/operator or any other person or entity.
- 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. Contractors 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, a subcontractor shall be any person, independent contractor, firm or corporation which performs work covered by this Agreement for a contractor or subcontractor.
- G. The Contractor may hire or contract for the use of operated trucks be they from a fleet owner, another contractor or a non-employee owner-driver, provided they do not replace his/her regular employees, where he/she has the necessary equipment available. This is not intended to permit a contractor to make equipment unavailable as a subterfuge to discriminate against his/her drivers.

## **ARTICLE 9**

### **Pre-Job Conference**

There shall be a pre-job conference between the contractor and the Business Representative of the Local Union in whose territory the work is performed. Questions concerning the application of this Agreement shall be resolved at this meeting. Prior to the start of any project it is the responsibility of the contractor to notify the Union when he/she has a job in its jurisdictional area.

When a project is within the territory of more than one Local Union, the determination of the division of employees for representation purposes shall be made by an agreement between the Local Unions and the Employer for Employers involved. In the event the Local Unions and the Employer or Employers are unable to reach such an agreement, the issue shall be referred within five (5) days to the Illinois Conference of Teamsters. The Illinois Conference of Teamsters shall meet with the Employer or Employers involved to settle the dispute and their joint decision shall be final and binding on all parties concerned.

If a contractor evades a pre-job conference, he/she automatically forfeits his/her rights to the grievance procedure, and the Union shall have the right to economic recourse.

## **ARTICLE 10**

### **Wages**

#### **SECTION A**

#### **Classification Group I**

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

The wage scale shall be as follows:

**Rate per Hour:**

<b>Effective</b>	<b>Weekly Pension Local Unions</b>	<b>Daily Pension Local Unions</b>	<b>Hourly Pension Local Unions</b>
5-1-02	\$23.62	\$23.795	\$23.13

**Future increases to be distributed to wages and/or Health and Welfare.**

5-1-03	\$1.045	\$1.045	\$0.97
5-1-04	\$1.07	\$1.045	\$1.02
5-1-05	\$1.02	\$1.02	\$0.92

**Classification Group II**

Two (2) or three (3) axle trucks hauling more than nine (9) ton but hauling less than sixteen (16) ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over six thousand pound (6,000 lb.) capacity, winch trucks, and four (4) axle combination units.

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

The wage scale shall be as follows:

**Rate per Hour:**

<b>Effective</b>	<b>Weekly Pension Local Unions</b>	<b>Daily Pension Local Unions</b>	<b>Hourly Pension Local Unions</b>
5-1-02	\$24.02	\$24.195	\$23.53

**Future increases to be distributed to wages and/or Health and Welfare.**

5-1-03	\$1.045	\$1.045	\$0.97
5-1-04	\$1.07	\$1.045	\$1.02
5-1-05	\$1.02	\$1.02	\$0.92

**Classification Group III**

Two (2), three (3) or four (4) axle trucks hauling sixteen (16) ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons selected mutually by the Employer and the Local Union, subject to layoffs as outlined in Article 4, Section (m), will be used when there are orders to be issued by other than the Company Supervisor. Five (5) axle or more combination units.

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

The wage scale shall be as follows:

**Rate per Hour:**

<b>Effective</b>	<b>Weekly Pension Local Unions</b>	<b>Daily Pension Local Unions</b>	<b>Hourly Pension Local Unions</b>
5-1-02	\$24.22	\$24.395	\$23.73

**Future increases to be distributed to wages and/or Health and Welfare.**

5-1-03	\$1.045	\$1.045	\$0.97
5-1-04	\$1.07	\$1.045	\$1.02
5-1-05	\$1.02	\$1.02	\$0.92

**Classification Group IV**

Low Boy and Oil Distributors

The wage scale shall be as follows:

**Rate per Hour:**

<b>Effective</b>	<b>Weekly Pension Local Unions</b>	<b>Daily Pension Local Unions</b>	<b>Hourly Pension Local Unions</b>
5-1-02	\$24.47	\$24.645	\$23.98

**Future increases to be distributed to wages and/or Health and Welfare.**

5-1-03	\$1.045	\$1.045	\$0.97
5-1-04	\$1.07	\$1.045	\$1.02
5-1-05	\$1.02	\$1.02	\$0.92

**Classification Group V**

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

The wage scale shall be as follows:

**Rate per Hour:**

<b>Effective</b>	<b>Weekly Pension Local Unions</b>	<b>Daily Pension Local Unions</b>	<b>Hourly Pension Local Unions</b>
5-1-02	\$25.22	\$25.395	\$24.73

**Future increases to be distributed to wages and/or Health and Welfare.**

5-1-03	\$1.045	\$1.045	\$0.97
5-1-04	\$1.07	\$1.045	\$1.02
5-1-05	\$1.02	\$1.02	\$0.92

### **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 May 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 – Pick-up Trucks**

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

### **SECTION C – Work Classifications**

This Agreement covers drivers on the following equipment:

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, track trucks, and hydrolift trucks, pole trailers, pilot vehicles, articulated dump trucks, vactor trucks or similar equipment when used for transportation purposes.

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

The geographical scope covered by this Agreement is as follows:

Adams, Alexander, Bond, Brown, Bureau, Calhoun, Carroll, Cass, Champaign, Christian, Clay, Clinton, Coles, Cumberland, Dewitt, Douglas, Effingham, Fayette, Ford, Franklin, Fulton, Gallatin, Greene, Hamilton, Hancock, Hardin, Henderson, Henry, and that part of Iroquois County covered by Danville Local Union No. 26 and excepting those portions of Ford and McLean Counties within the jurisdiction of Local Union No. 179 at Joliet, Illinois. The Townships of Reading, New Town, Sunbury, Nevada, Long Point and Amity within Livingston County within the jurisdiction of Local Union No. 722, LaSalle, Illinois. Jackson, Jasper, Jefferson, Jersey, JoDaviess, Johnson, Knox, LaSalle, Lee, Logan, Macon, Macoupin, Madison, Marion, Marshall, Mason, Massac, McLean, McDonough, Menard, Mercer, Monroe, Montgomery, Morgan, Moultrie, Ogle, Peoria, Perry, Piatt, Pike, Pope, Pulaski, Putnam, Randolph, Rock Island, St. Clair, Saline, Sangamon, Schuyler, Scott, Shelby, Stark, Tazewell, Union, Vermilion, Warren, Washington, Wayne, White, Whiteside, Williamson Counties except those portions of Lee County East of Route 51 and those portions of Ogle County East of Route 51 and North of Route 72 and the City of Rochelle and those portions of JoDaviess County East of Route 78 but not including the City of Stockton and those parts of Carroll County North of Route 72 and East of Route 78, and Woodford County excepting that portion of Woodford County within the jurisdiction of Local Union No. 179 at Joliet, Illinois.

## **ARTICLE 11**

### **Health and Welfare**

The Employer agrees to contribute to the "Illinois Conference of Teamsters and Employers Welfare Fund" for each hour worked by each employee covered by this Agreement during the life of this Agreement. Effective May 1, 2002 the contribution rate shall be five dollars (\$5.00) per hour. Future increases in contribution rate, if any, shall come out of the negotiated wage increases listed in Article 10 only on each anniversary date of this Agreement.

There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Welfare Fund regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of the owner-driver compensation.

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.

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/her contributions to the Welfare Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the Local Union or the Illinois Conference of Teamsters, after the proper official of a Local Union shall have given seventy-two (72)

hours notice to the Employer of such delinquency in Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

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**

The parties agree that on the anniversary dates of this Agreement each Local Union may, at its option and with sixty (60) days written notice to the Association prior to the effective date on May 1 of each year of the agreement change from a weekly to a daily or hourly pension.

- (a) For those Local Unions under a weekly pension contribution, effective May 1, 2002 the Employer shall contribute to Central States Southeast and Southwest Areas Pension Fund the sum of ninety-one dollars (\$91.00) per week for each employee covered by this Agreement who works at least eight (8) hours in any given week. Effective May 1, 2003, the weekly pension contribution rate shall increase to one hundred dollars (\$100.00) per week. Effective May 1, 2004, the weekly pension contribution rate shall increase to one hundred ten dollars (\$110.00) per week. Effective May 1, 2005, the weekly pension contribution rate shall increase to one hundred twenty-four dollars (\$124.00) per week.
- (b) For those Local Unions under a daily pension contribution rate for the term of this contract, effective May 1, 2002, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of Eighteen dollars and eighty cents (\$18.80) per day. An employee must actually begin to work to receive the pension contribution for that day. Effective May 1, 2003 the daily pension contribution rate shall increase to twenty dollars and sixty cents (\$20.60) per day. Effective May 1, 2004, the daily pension contribution rate shall be twenty-two dollars and eighty cents (\$22.80) per day and effective May 1, 2005 the daily pension contribution rate shall be twenty-five dollars and sixty cents (\$25.60) per day.
- (c) For those Local Unions under an hourly pension contribution rate for the term of this agreement, effective May 1, 2002, the Employer shall contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of two dollars and eighty-five cents (\$2.85) per hour for each hour worked and or compensated by the employer. Effective May 1, 2003, the hourly pension contribution rate shall be three dollars and fifteen cents (\$3.15) per hour. Effective May 1, 2004, the hourly pension contribution rate shall be three dollars and forty-five cents (\$3.45) per hour.

and effective May 1, 2005, the hourly pension contribution rate shall be three dollars and ninety cents (\$3.90) per hour.

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

If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time this Employee would have normally worked had he/she 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.

By the execution of this Agreement, the Employer agrees to abide and be bound by appropriate trust agreements necessary for the administration of such Fund, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Pension Fund or new pension plan, regardless of whether the equipment rental is at the minimum rate or for more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work eight (8) hours in any given week under the provisions of this Agreement.

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/her contributions to the Pension Fund or new pension plan, in accordance with the rules and regulations of the Trustees of such Fund or Plan, the Local Union or the Illinois Conference of Teamsters, after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Pension payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and costs 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.

- (d) It is understood and agreed that Article 10 (Wages) and Article 12 (Pension) shall be governed by the following listing of Local Unions which have voted to remain with the weekly pension contribution rate and those which have voted to exercise

the option to change from a weekly to a daily pension contribution rate for the term of this Agreement.

**Weekly Pension  
Contribution Rate**

Danville, Local 26  
Peoria, Local 627  
LaSalle, Local 722

**Daily Pension  
Contribution Rate**

Belleville, Local 50  
Decatur, Local 279  
Alton, Local 525  
Rock Island, Local 371  
Springfield, Local 916

**Hourly Pension Contribution Rate**

West Frankfort, Local 347, shall be at a wage adjusted hourly pension rate.

**ARTICLE 13  
Bond Requirements**

The Trustees of any employee benefit for which contributions are required hereunder may require for good cause, that any particular Employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars to guarantee the payment of such contributions.

In the event of failure, default or refusal of the Employer to meet his/her obligations to his/her 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.

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 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 4<sup>th</sup> and 5<sup>th</sup> 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 ½) provided that on building and heavy construction work where the Common Laborers or Operating Engineers receive double (2) time for all work after eight (8) hours per day, Monday through Friday, or work done on Saturday, the workers covered by this Agreement shall receive double (2) time. The contractor shall have the option, if approved by the Teamsters Local Union or Union(s) for their own Local Union's jurisdiction or if approved by the Illinois Conference of Teamsters Construction Committee, of working five (5) eight (8) hour days or four (4) ten (10) hour days, Monday through Friday at the straight time rate of pay. Such arrangements shall be finalized at the pre-job conference. The transportation of construction equipment to and from jobs, shall be paid at the rate of time and one-half (1 ½) for overtime.

2. The employee's listed phone shall be called at least two (2) hours before starting time by the foreperson, or whoever is in charge, unless a shorter period of time is mutually agreed to between the Local Union and the Contractor, if there is to be no work that day. The employees covered by this Agreement will cooperate with the Contractor by giving him/her a telephone number and in turn, the Contractor will call at least two (2) hours before starting time, unless a shorter period of time is mutually agreed to between the Local Union and the Contractor, if there is no work. Those who have no phone will either contact an employee working on the same project who has a phone or call the Contractor (collect) when weather conditions are unfavorable, as the Contractor will not be held responsible for those 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 where work is stopped because of inclement weather or equipment breakdown in the second four (4) hours, in which case they shall be paid for actual hours worked. All employees covered by this Agreement shall remain for one-half (1/2) hour after regular starting time to allow Contractor or project engineer time for decision on eventual start of work for that day, for the employee to be entitled to show-up time 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 contractor, but in no case for less than three (3) consecutive days; however, a Contractor may work shifts for two (2) days if four (4) twelve (12) hour shifts are scheduled. The starting time for a two-shift job may be designated by the Contractor and the regular rates shall prevail. The starting time on a three-shift job shall be 8:00 a.m., which shall be regarded as the first shift on the calendar day. Where two or more shifts are worked, five (5) days of seven and one-half (7 ½) 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 ½) times or the appropriate overtime basic hourly rate of wages.

## **ARTICLE 15**

### **Holidays**

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.

If a holiday falls on a Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday it shall be celebrated on that day.

## **ARTICLE 16**

### **General Conditions**

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.

The Employer may use his/her regular semi-lowboy drivers, when assigned to the Employer's semi-lowboys to move equipment to and from another local's jurisdiction. When so engaged, the Employer's semi-lowboy driver may backhaul material or supplies after first notifying the Local Union involved. If moving from one project to another project in the same Local, drivers shall be determined in a conference with the Local Union prior to move. When a contractor'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.

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

In the event an employee works in more than one classification in any four (4) hour period, said employee shall receive the highest rate for the entire four (4) hour period, except when an employee performs work covered by Article 27 (Hauling and Stockpiling) in which case he shall be paid in accordance with the provisions of Article 27.

Any employee being assigned to work which necessitates his/her being away from his/her 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.

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

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

## **ARTICLE 17**

### **Insurance and Safety**

Contractors agree that they will carry Workers Compensation and Public Liability Insurance covering all equipment. Contractors further agree to make all contributions required under the Illinois Unemployment Compensation Act and withhold or pay any other contributions required by State or Federal law.

No employees, covered by this Agreement, shall work for any Contractor who does not comply with this Section and all Contractors and employees shall be required to observe safety rules and regulations as a condition of employment, subject to the grievance procedure.

All trucks will have heaters and windows as standard equipment and shall be maintained in good working order during inclement weather, except when trucks are used for emergency purposes.

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 employee shall cooperate with the Contractors in keeping the equipment operating in an efficient manner.

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.

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.

Whenever a driver is fined because of overloaded equipment (including maximum weights or load distribution) or faulty equipment, the Employer shall pay all fines assessed against the employee, including straight time hours lost.

## **ARTICLE 18**

### **Payment of Wages**

The Contractor shall pay the employees once each week. Payday to be chosen by the Contractor and shall be within five (5) days from the end of the fiscal week. The pay shall be in cash or check and shall be in full up to the regular quitting time at the end of the fiscal week. If at 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) hours 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 Local Union and the Employer. This will be in addition to any monies earned.

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

## **ARTICLE 19**

### **Completeness of Agreement**

It is further agreed that the Employer, the Contractor, the Conference, or the Union, shall not make any Agreements that, in any way, alter or conflict with any of the Articles of this Agreement (except as provided in Article 29) 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 Article, 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. However, in the case of a grievance filed pursuant to interpretation of Article 26, said grievance must be filed within fifteen (15) calendar days of the occurrence of the incident giving rise to the grievance; or fifteen (15) days from the time the filing party reasonably should have known of the incident giving rise to the grievance.
4. All grievances shall be filed using the standard AGCI/ICT Grievance Form requiring (a) date(s) of incident(s), (b) action(s) which violated the contract, (c) provision(s) of

contract violated, (d) remedy requested, and (e) attempt made to resolve grievance at local level.

5. Representatives of the Contractors and Local Union directly concerned and affected shall meet and attempt to reach an agreement acceptable to themselves. If they cannot reach such an agreement, the matter shall be referred to a Joint Committee consisting of an equal number representing Contractor members of the Association and members of Local Unions affiliated with the Conference but no less than one (1) from each group. Each member may appoint an alternate in his place.
6. The Joint Committee shall, at its first meeting, formulate rules of procedure to govern the conduct of its proceedings. The Joint Committee shall have jurisdiction over disputes and grievances involving Local Unions and Employers or complaints by Local Unions and Employers. The initiator of the complaint shall secure the approval of the Association or the Conference before such complaint shall be considered by the Joint Committee.
7. It shall be the function of the Joint Committee to settle disputes which cannot be settled between the Employer and the Local Union.
8. Meetings of the Joint Committee must be attended by each member of such Committee or his alternate.
  - (a) It is agreed that all matters pertaining to the interpretation of any provisions of this contract may be referred, at the request of any party at any time, for final decision to the Joint Committee.
  - (b) Failure of the Joint Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision, withdraws the benefits of this Article to the extent permitted by law.
  - (c) The Local Union or the Joint Committee, shall have the right to examine time sheets and any other records pertaining to the computations of compensation of any individual or individuals whose pay is in dispute.
  - (d) Deadlocked cases shall be submitted to arbitration if a majority of the Joint Committee determine to submit such matter to an arbitrator for decision. Otherwise, either party shall be permitted all lawful economic recourse.
9. If the matter is submitted to arbitration, the Association and the Conference shall pick an arbitrator, by agreement if possible. If the Association and the Conference cannot agree on selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit the names of five (5) qualified arbitrators. After the list of names has been received, the party requesting the arbitration shall first strike one name from the list and the other party shall strike

one name from the list and so on, alternately, until one name remains on the list, who shall then be the arbitrator.

10. 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.
11. Fees and expenses of the arbitrator shall be shared equally by the Employer and the Local Union involved in the grievance.
12. The Employer and the Local Union involved shall each bear their own respective costs related to the arbitration, including but not necessarily limited to attorneys and witness fees.
13. The arbitrator shall not be empowered to add to, detract from, or alter the terms of this Agreement.

#### **ARTICLE 21** **Jurisdictional Disputes**

All jurisdictional disputes shall be resolved as provided in agreements to which the Union is or becomes a party including agreements entered into by the International Brotherhood of Teamsters and/or any subordinate body thereof, and the Employer shall be bound by any final decision reached under said agreements.

#### **ARTICLE 22** **Illinois Conference of Teamsters**

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

<b>Local Union</b>	<b>City</b>	<b>Local Union</b>	<b>City</b>
26	Danville	525	Alton
50	Belleville	627	Peoria
279	Decatur	722	LaSalle
347	W. Frankfort	916	Springfield
371	Rock Island		



## **ARTICLE 23**

### **Unauthorized Activity**

It is hereby further mutually agreed that the Local Union will, upon request, within two weeks of the date of the signing of this Agreement, serve upon the Contractor a written notice, which notice will list the Union's authorized representatives who will deal with the Contractor, make commitments for the Union generally, and in particular, have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized.

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 Contractor within twelve (12) hours after the Contractor notifies the Union of the unauthorized activity, two (2) notices which the Contractor may post, advising all employees that the activity is unauthorized.

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

## **ARTICLE 24**

### **Savings Clause**

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

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 25**

### **Protection of Rights**

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 26**

### **Owner-Driver**

The term "Owner-Driver" means an individual, who, in addition to being employed to perform services covered by this Agreement is also the owner of the equipment he/she uses. Legal or equitable title must be in the name of the driver. The following provisions shall apply to all owner-drivers engaged to perform work covered hereunder, except those who may be used as subcontractors pursuant to Article 8 above.

The Owner-Driver shall be carried on the payroll of the Employer as an employee and as such, all the terms and conditions of this Agreement, including Article 4, Procurement of Labor, shall be applicable to him. A separate referral list will be kept for Owners-Drivers.

Separate checks shall be issued by the Employer for driver's wages and equipment. The amount of the check for the driver's wages shall not reduce the amount received for equipment compensation.

The Employer expressly reserves the right to control the manner, time, means and details of, and by which the Owner-Driver performs his/her services, as well as the ends to be accomplished and shall be the sole judge of the capability of the Owner-Driver's equipment to perform the work required to be performed.

The terms and provisions of this Article are to apply only to single trucks owned and operated by an employee covered by this Agreement and shall not apply to a situation in which an employee covered by this Agreement or any other person rents a truck which is not to be operated by the owner of such truck.

## **ARTICLE 27**

### **Hauling and Stockpiling**

#### **Section 1.**

Employees covered by this contract, when engaged in hauls of aggregate to stockpile, or when they are hauling from stockpile to stockpile, or when they are hauling from quarry to stockpile, within the craft and territorial jurisdiction of the Local Union shall be paid at the rate of eighty percent (80%) or that rate negotiated and agreed to in that Local Union's addendum.

## **Section 2. Intent**

All other terms, fringe benefits, and conditions of Articles of Construction shall apply except the wage differential expressed in each addendum.

## **Section 3.**

Aggregate materials when being transported from the geographical jurisdiction of one Local Union into another Local Union's jurisdiction, there shall be a 50/50 split of drivers between the two affected locals.

## **Section 4. Exceptions**

This Article shall not apply to on-site construction work.

## **Section 5. Wage Scale**

Employees hauling aggregate on oil and chip resealing projects within the craft and territorial jurisdiction of the Union shall be paid at the rate of eighty percent (80%) of the applicable hourly wages under Article 10, Wages.

## **Section 6. Working Hours**

In the event an employee works in more than one (1) classification in any four (4) hour period, he/she 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/she 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 28**

## **Alcohol and Non-Prescription Drugs**

The possession, sale or use of alcohol or non-prescription drugs during the 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.

## **Drug Abuse Policy for Truck Drivers**

### **PURPOSE**

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

## **PROHIBITED ACTIVITY**

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

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

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

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

Any driver who sells or otherwise dispenses illegal drugs to others on Employer premises, or in or from an Employer owned or leased or contracted motor vehicle is subject to immediate termination. (See Disciplinary Action)

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

## **WHEN TESTED**

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

### **1. Pre-Employment**

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

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

Tests may not be required for new hires or recalled drivers if the individual can substantiate that he has been in a proper drug testing program within the previous thirty (30) days and either (a) tested negative within six (6) months prior to his application or recall to work or (b) participated in a proper drug testing program for the previous twelve (12) months prior to his application or recall.

Subsequent recalls will not require a drug test unless the individual has not been tested within two (2) years prior to recall.

## **2. Random**

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

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

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

Failure of the Employer to accomplish the above requirements in the time allotted will cause them to be out of compliance with the random testing requirements.

## **3. Bi Annual (Periodic)**

Drivers shall be required to submit to a urine drug test at least every two (2) years, not later than the bi-annual medical examination as required by the Federal Motor Carrier Safety Regulations. Periodic tests may be discontinued after the driver has been tested in conjunction with his first annual physical after the beginning of the drug testing program and has been tested once for pre-employment or has been tested once under the random program.

## **4. Reasonable Cause Testing**

The Employer may require urinalysis testing of an employee whom the Employer has reasonable cause to suspect of being under the influence of a drug. A documented summary of the facts supporting the requirement shall be made available to the employee prior to the actual test. Documentation shall also be provided to the Union

Steward or Union Representative (if available) when issuing the request for an employee to submit to a drug test under this policy, and shall permit the Union Steward or Union Representative a reasonable amount of time (not to exceed one (1) hour) to travel to and consult with the employee prior to the employee being tested.

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

## **5. Post-Accident**

- (A) Post-accident urine testing will be required of those employees who are involved in a reportable accident if the driver received a citation for a moving traffic violation arising from the accident. A reportable accident is one in which: (a) a fatality occurs, or (b) an individual injured in the accident immediately receives medical treatment away from the accident scene, or total property damage equals \$4,400.00 or more.
- (B) The post-accident urine test shall be conducted as soon as possible but not later than thirty-two (32) hours after the reportable or fatal accident. The Employer shall permit the Union Steward or Union Representative a reasonable amount of time (not to exceed one (1) hour) to travel to and consult with the employee prior to the employee being tested.
- (C) A driver who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization for obtaining hospital records and reports that would indicate if a controlled substance was in the driver's system.
- (D) Disqualification for refusal to give a urine sample when a driver has been involved in a fatal accident, except for a driver who meets the conditions of (C) shall be for a period of one (1) year via a letter stating his refusal to be tested. (See Disciplinary Action) (See Definitions)
- (E) A driver shall be disqualified via a letter of disqualification for a one (1) year period for a positive test of a controlled substance when the driver has been involved in a fatal accident. (See Disciplinary Action) (See Definitions)

## **RESULTS OF REFUSAL**

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

Where the employee appears unable or unwilling to give a specimen at the time of the collection, collection personnel shall document the circumstances on a drug-test report form. The employee shall be permitted no more than eight (8) hours to give a sample,

during which time he shall remain in the testing area, under observation. All time for which an employee is required to expend in providing a sample shall be considered work time and the employee shall be paid for such time pursuant to the provisions of the parties' collective bargaining agreement. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit to a sample shall be considered a refusal to submit to a drug test (unless medical evidence for the physical inability to provide a sample is provided and documented).

## **DRUGS TESTED FOR**

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

## **HOW TESTED**

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

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

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

## **TEST RESULTS**

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

## **INITIAL TEST**

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

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

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

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

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

\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*Bezoyllecgonine

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

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

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

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

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

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

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

## **DISCIPLINARY ACTION**

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

For (1) First Offense of:

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

- II. Immediate Termination

For (1) First Offense of:

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

For (2) Second Offense

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

- III. Disqualification

For (1)

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

## **EMPLOYEE EDUCATION PROGRAM (EEP)**

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



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

The EEP program must include at least the following element:

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

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

## **DEFINITIONS FOR THE PURPOSE OF THIS POLICY**

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

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

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

**Medical Review Officer** shall refer to a licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders that is employed or used by a motor carrier to conduct drug testing in accordance with this part.

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

## **ARTICLE 29**

### **Agreed Upon Reductions from Contractual Conditions for Work Projects**

#### **Section 1.**

The Local Union in which the work is to be performed shall have the authority for their Local Union's jurisdiction only 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 or at the option of the Union for the term of this Agreement. No Local Union may grant any concessions or modifications outside of their own Local Union's jurisdiction.

Any individual Employer or Employers signatory to this Agreement may request contract concessions for a specific project. Such a request shall be in writing to the Local Union, which may as appropriate, grant concessions and modifications necessary to assure continued work opportunities for their employees. Concessions and modifications, as provided above, shall not be considered in effect until the Illinois Conference of Teamsters has received a signed copy of the Addendum providing for such concessions or modifications.

## **Section 2.**

Any wage concessions granted on projects must meet the requirements of state or federal laws that require a prevailing wage rate be paid.


### **ARTICLE 30 Termination of Agreement**

1. This Agreement shall become effective as of the 1<sup>st</sup> day of May, 2002 and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2006 and each year thereafter unless written notice of termination or desired modifications is given at least sixty (60) days up to ninety (90) days prior to the expiration date of the contract by either of the parties hereto.
2. IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first above set forth.


It is mutually agreed that all of the terms and conditions, including wages, health and welfare and pension contributions are retroactive to and including May 1, 2002.

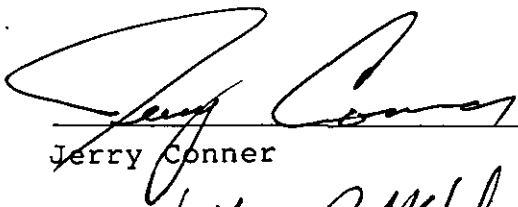
IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF AGREEMENT as of the day and year first set forth above.

**UNION:  
ILLINOIS CONFERENCE OF TEAMSTERS**

  
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Keith Gleason, President

**NEGOTIATING COMMITTEE:**

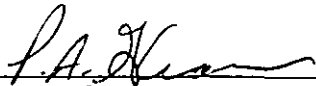
  
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Dale Stewart, Chairman



Jerry Conner



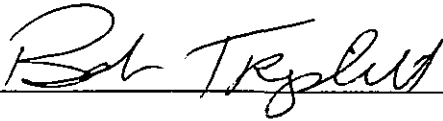
William McCabe



Pat Gleason



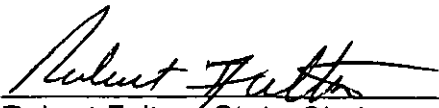
David Rush



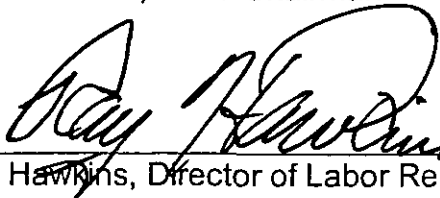
Bob Triplett

FOR THE ASSOCIATION:

THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS



Robert Fulton, State Chairman



Ray Hawkins, Director of Labor Relations

EMPLOYER:

Legal Name of Employer

Address of Employer

City, State and Zip Code

Phone Number

Signature of Authorized Representative of Employer

Date: