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ARTICLES OF AGREEMENT

READY MIX AND MATERIAL AGREEMENT COOK COUNTY ILLINOIS

and

BUILDING MATERIAL, LUMBER, BOX, SHAVING, ROOFING AND INSULATING CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, AND RELATED INDUSTRY EMPLOYEES, WATCHMEN AND SECURITY GUARDS UNION, LOCAL NO. 786, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

FOR THE PERIOD FROM

MAY 1, 2000

THROUGH

APRIL 30, 2005

® 458

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COOK COUNTY
READY MIX AND MATERIAL AGREEMENT

ARTICLES OF AGREEMENT

THIS AGREEMENT, effective May 1, 2000 is entered into this day of , by and between NORTHERN ILLINOIS READY MIX AND MATERIALS ASSOCIATION on behalf of the "EMPLOYER" (as defined in ARTICLE 1.1 below) who employ persons within the bargaining unit covered by this Agreement, and LOCAL 786 CHICAGO, the "UNION" (as defined in ARTICLE 1.2 below) all affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and with Teamsters Joint Council #25.

ARTICLE 1
DEFINITIONS AND SCOPE

1.1 Whenever the term "EMPLOYER" is used herein it shall refer to any employer who now is or who becomes a member of the NORTHERN ILLINOIS READY MIX AND MATERIALS ASSOCIATION ("Association") or who adopts this Agreement as a non-Association employer, OZINGA CHICAGO RMC, INC., OZINGA ILLINOIS RMC, INC., PRAIRIE MATERIAL SALES, INC., AZTEC MATERIAL SERVICE CORP., BAJA CONTRACTORS, INC., or any other Employer signatory to this contract.

1.2 Whenever the word "UNION" is used herein, it shall mean Local 786 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America jointly, except where a particular Local is expressly or by necessary implication excluded from the operation of a particular provision of this Agreement.

1.3 Whenever the word "Employee" or "Employees" is used herein, it shall mean the employee or employees in the classifications of work covered by this Agreement.

1.4 This Agreement shall not apply to any classifications covered by another collective bargaining agreement with respect to any Employer who is a party to such other agreement.

1.5 Whenever the word "Days" or "Weeks" is used herein, it shall mean calendar days or weeks unless otherwise indicated.

ARTICLE 2
RECOGNITION

The Association and each Employer recognize the Union as the sole and exclusive bargaining agent for all mployees covered by this Agreement. The Union recogizes the Association as the sole and exclusive bargaining gent for its members, and for such other persons, firms or orporations as may hereafter become members of the Association.

ARTICLE 3
PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to establish the hours, wages, and other conditions of employment and to adopt measures for the peaceful settlement of grievances and differences, and for the purpose of maintaining a cooperative relationship so that the Employers may secure sufficient capable workers and the workers have as much continuous employment as possible.

ARTICLE 4
SEPARABILITY AND SAVINGS PROVISIONS

4.1 It is mutually understood and agreed by the parties to this Agreement that nothing contained herein shall be intentionally in conflict with any existing Federal or State of Illinois enactments, or rules or regulations made pursuant thereto.

4.2 If any provision of this Agreement or any Supplemental Agreement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any Supplemental Agreement thereto or the application of such provision to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

4.3 In the event any provision of this Agreement or any Supplemental Agreement thereto is held invalid or enforcement of or compliance with has been restrained, as above set forth, the Union, the Association and the Employer shall enter into immediate collective bargaining negotiations, upon the request of the Union, the Association or the Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE 5
UNION SECURITY

5.1 All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of continued employ

ment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or the execution date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

5.2 For the purpose of enforcement of this Article the Employer shall consider an employee to have membership in the Union in good standing unless the Secretary-Treasurer of the Union notifies the Employer in writing that the employee is not a member of the Union in good standing because he has failed to tender to the Union the periodic dues and initiation, reinitiation or reinstatement fees uniformly required as a condition of the Union membership.

5.3 An employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided in 5.1 above, shall be terminated 72 hours after his Employer has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make payment of all dues and initiation fees, reinitiation or reinstatement fees.

5.4 The Union agrees to indemnify and save the Employer harmless against any claim, demand, suit or other form of liability which shall arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE 6
CHECK-OFF

The Employer shall deduct from the wages of Union members who have executed and caused to be delivered to the Employer a valid, voluntary, written assignment the regular monthly Union dues which are remitted quarterly before the last business day of the first month of the quarter, namely: January 31, April 30, July 31, and October 31, and initiation fees, reinitiation or reinstatement fees and Political Action Committee and D.R.I.V.E. of the Union if due and owing, and as are necessary to keep employees as members in good standing in accordance with the Constitution and By-Laws of the Union. Such deductions shall be remitted to the Secretary-Treasurer of the Union. No deductions shall be made which are prohibited by the

applicable laws. The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purposes of complying with this Article.

ARTICLE 7
HIRING

7.1 The Employer agrees to notify the Union when it has jobs available in job classifications covered by this Agreement. The Employer agrees not to fill any job from a source other than a Union referral until the end of the following working day after the Union's receipt of notice of the Employer's need for an employee. The Employer retains the exclusive right to reject applicants and complete discretion in making hiring decisions.

7.2 The Employer will notify the new employee of the requirement of Article 5 (Union Security) including as a condition of continued employment, the obligation to join the Union after 30 days of employment.

7.3 Once a month on the first day of each month after a new (full time or part time) employee is hired, the Employer shall provide the respective Local Union with a list of such new hirings showing the employee's name, address, Social Security number, date of hiring, and the location where the employee works.

ARTICLE 8
WAGES

8.1 The wage scale shall be as follows:

There shall be an additional $1.30 per hour per employee in the year beginning 5/1/02; an additional $1.30 per hour per employee in the year beginning 5/1/03 and an additional $1.30 per hour per employee in the year beginning 5/1/04 to be allocated among Wages, Health & Welfare and Pension (see Article 16.2-3). The portions allocated to Health & Welfare and Pension shall be expressed as a weekly dollar amount by dividing the remaining (after wage allocation) dollar amounts (per fund) by 40 hours and adding to the current weekly amount.

The Union shall allocate these amounts to wage, Health & Welfare and/or Pension as it deems necessary. Prior written notice of this allocation shall be given to the Association and/or the Employer at least 30 days prior to the effective date of the allocation.

STRAIGHT TIME HOURLY RATE

	Effective				
	5/1/00	5/1/01	5/1/02	5/1/03	5/1/04
Group (1) Chauffeurs (other than Quarry)					
Ready Mix Trucks					
3 axle or less	22.18	23.18	*	*	*
4 axle	22.28	23.28	*	*	*
5 axle or front end discharge	22.38	23.38	*	*	*
Over 5 axle	22.48	23.48	*	*	*
Trucks (other than Ready Mix or Quarry)					
2 axle	21.93	22.93	*	*	*
3 axle	22.18	23.18	*	*	*
4 axle	22.23	23.23	*	*	*
5 axle	22.28	23.28	*	*	*
Over 5 axle	22.38	23.38	*	*	*
Group (2) Quarry or Pit Chauffeurs					
Hauling less than 45 tons	21.98	22.98	*	*	*
Hauling 45-65 tons	22.18	23.18	*	*	*
Hauling 65-85 tons	22.28	23.28	*	*	*
Hauling 85-105 tons	22.38	23.38	*	*	*
Hauling 105 tons and over	22.48	23.48	*	*	*
Group (3) Laborers and other employees					
Fork Lifts	22.18	23.18	*	*	*
Front End Loaders 5 yards and under	22.18	23.18	*	*	*
Over 5 yards	22.31	23.31	*	*	*
Chauffeurs & Laborers employed in yards, warehouses or team tracks handling Block, Brick and Building Materials	21.93	22.93	*	*	*
Group (4) Transit Mix, Central Mix or					
Hopper Operators	22.18	23.18	*	*	*
Employees operating gasoline cranes (including such cranes converted to Diesel) loading or unloading building material	22.18	23.18	*	*	*

8.2 Employees in the following groups, when performing work as indicated below, shall be paid the indicated hourly premium over their rate for their regular groups in accordance with the following:

8.2-1 Laborers who relieve Transit Mix Hopper Operators for a total period of two hours or more in any one day (premium to be paid for whole day) ... $.15 per hour additional

8.2-2 Chauffeurs who drive delivery trucks and handle drywall materials

(a) To hoist or elevate to unload to a level above the first deck of a building site ... $.20 per hour additional

(b) To unload other than in (a) above ... $.14 per hour additional

8.2-3 Chauffeurs who operate conveyor trucks (belt placers not attached to ready mix trucks) or pumper trucks ... $.40 per hour additional over Ready Mix 4-axle rate.

8.3 The positions of Transit-Mix Hopper Operator, Transit-Mix Plant Operator and Laborer who relieves Transit-Mix Hopper Operator need not be filled on the basis of seniority; rather the Employer may select and employ men who it deems capable of performing such work and may remove from these positions any such employees who it deems are not performing the work satisfactorily.

8.4 The Employer agrees that time clocks shall be installed and kept in proper working order so that there will be no misunderstanding about the employee's time; in the event that there is no time clock, the employee's bona fide personal record shall be accepted.

8.5 Where Employers have more than one size truck in their garage, the employees, when asked to drive different size trucks on the same day, shall be paid the highest rate of wages for that day.

8.6 The Employer agrees to notify the Union Representative prior to using new types of equipment which shall include, but not be limited to, axles not covered in 8.1 above; and the Negotiating Committees of the Union and the Association shall immediately negotiate a wage scale for this equipment, which wage rate shall be retroactive to the first day of use of the equipment.

8.7 The Employer shall pay employees their wages in full specified in the Agreement, weekly by check only. Payroll errors of a substantial (e.g. eight hours or more)

nature shall be corrected as soon as practicable and a supplemental check shall be issued if necessary.

8.8 Paychecks shall be available at the Employer's respective locations where the employee is employed not later than the end of his show up time or 10:00 a.m. on payday, whichever is earlier; provided that paychecks shall be available to the employees at their place of employment after they have completed their work day.

8.9 The employees who are employed at a portable concrete plant (either central-mix, transit-mix or dry-batch) located on a construction site, while servicing that site or another highway construction site, shall be paid in accordance with the applicable Local Construction Agreement in effect, but not less than the rates specified in this Agreement.

8.10 Chauffeurs shall be paid from the time of leaving the garage until return to the garage. If a chauffeur is directed to drive an Employer's equipment to another location of his Employer and he finished his work day at such other location, he shall be paid for the time necessary to return to the location at which he originally started that day.

8.11 The Employer may work new employees, not experienced in the work covered by this Agreement under the following wage schedule:

first 6 months.....80% of full wages
second 6 months .....90% of full wages
third 6 months.....95% of full wages
After 18 months.....100% -- full wages

The Employer agrees that scheduled overtime shall not be assigned to such employees when sufficient employees who are not covered by the above rates and who have more seniority are available and accept the available overtime work.

ARTICLE 9
HOURS OF WORK

9.1

9.1-1 The starting time of chauffeurs and laborers, exclusive of chauffeurs driving ready-mix trucks, shall be between 5:30 a.m. and 8:00 a.m. inclusive. Chauffeurs and laborers driving or helping on trucks, exclusive of ready-mix trucks, starting to work after 8:00 a.m. and before 12:00 noon, shall be paid from 8:00 a.m., all such time from 8:00 a.m. to be counted as part of the eight hour guarantee provided

for in 9.7-1. Eliminate all starting time for the bulk tank haulers only, however time and one-half shall be paid for all hours worked between 10:00 p.m. and 1:00 a.m. and shall not be counted as part of the eight hour guarantee.

9.1-2 The starting time of chauffeurs driving ready-mix trucks shall be between 6:00 a.m. and 9:00 a.m. inclusive. Chauffeurs driving ready-mix trucks starting to work after 9:00 a.m. and before 12:00 noon, shall be paid from 9:00 a.m., all such time from 9:00 a.m. to be counted as part of the eight hour guarantee provided for in 9.7-1.

9.2

9.2-1 One-half hour shall be allowed for lunch, at the time specified by the employer. The lunch period shall be no earlier than the start of the fourth hour and must be completed by no later than the end of the fifth hour of work.

9.2-2 If an employee is requested to work through such one-half hour lunch period, he shall be paid for such time at one and one-half times his straight time hourly rate in addition to the work guarantees provided for in 9.7-1. Any such work performed during the lunch period shall not be included in or counted as part of, the work guarantees provided for in 9.7-1, and shall be excluded from hours worked when computing daily and weekly overtime pay.

9.3 Any Group 3 or 4 ready mix employee starting work between 4:00 p.m. and 5:30 a.m. and any Group 1 ready mix employee starting work between 4:00 p.m. and 6:00 a.m. shall receive a $1.80 per hour night work premium for all hours worked between 4:00 p.m. and 5:30 a.m. (Groups 3 and 4) and 6:00 a.m. (Group 1).

9.3-1 Quarry drivers starting to work at 12:00 noon and before 12:00 midnight shall receive a $.45 per hour night shift premium.

9.4

9.4-1 With respect to employees starting to work at 12:00 noon or after, and before 4:00 p.m., not less than three hours of the eight hour guarantee, provided for in 9.7-1 shall be paid for at one and one-half times the applicable straight time hourly rate of pay (plus the early night shift premium). All the hours worked, whether

paid for at the overtime rate or the straight time rate, shall count toward such guarantee.

9.4-2 Notwithstanding anything to the contrary in 9.6-1 below and as an exception thereto, the overtime rate of one and one-half times the applicable straight time rate shall be paid for hours worked over eight, including those hours which also may have been paid at the overtime rate under this Subsection 9.4-1.

9.4-3 As an exception to the provisions of 9.4-1 above, quarry chauffeurs may be scheduled to start work in a quarry between the hours of 2:00 p.m. and 3:00 p.m., inclusive, without the payment of any overtime premium rate.

9.5 An employee starting a day shift shall not receive both overtime and shift differential pay.

9.6

9.6-1 The overtime rate per hour shall be one and one-half times the straight time hourly rate per hour. The straight time hourly rate shall be paid for the first eight hours of work during any one day. The overtime rate shall be paid for all hours worked in excess of eight hours during any one day and in excess of 40 hours during any one week; provided the overtime rate shall not be paid twice for the same hours worked. The overtime rate shall be paid for all work performed on Saturday and on the Day after Thanksgiving holiday.

Nothing in this Subsection 9.6-1 above shall be construed to override the provisions of 9.1, 9.4-1, 9.4-2, and 9.4-3, which are exceptions with respect to paying one and one-half times the straight time rate for hours worked after fulfillment of the eight hour guarantee stated in 9.7-1.

9.6-2 Work performed on Sundays and holidays (except Day after Thanksgiving) covered by this Agreement shall be paid for at double the employee's straight time hourly rate.

9.6-3 An employee who has finished work and has left the yard who is called back to work shall be guaranteed two hours of work or the equal in pay at time and one-half the regular hourly rate.

9.7

9.7-1 Monday through Friday, employees notified to report to work and not assigned any work, shall be paid for two hours at the straight time hourly

rate; employees assigned to work any such day shall be guaranteed eight consecutive hours of work; however, the employee may be assigned to and required to perform other work in accordance with Section 23.10, Conditions of Employment.

9.7-2 The Employers recognize the desire of the employees to know as soon as possible whether or not work will be available the following day. Therefore, every reasonable effort will be made to give an employee his starting time the night before, provided, however, that the assignment of a starting time shall not be construed as a guarantee of show up time if the employee is notified prior to leaving his home in the morning not to report for work, nor shall this Section preclude the Employer from calling men not scheduled the night before to work in the morning when required by business conditions.

9.7-3 On Saturday and Sunday, employees notified to report for work and not assigned any work, shall be paid for two hours at the applicable overtime rate for the day concerned; employees assigned to work on either of such days shall be guaranteed four consecutive hours of work at the applicable overtime rate for the day concerned; and in each case the employee may be assigned to and required to perform other work in accordance with Section 23.10, Conditions of Employment.

9.7-4 On holidays covered by this Agreement, employees notified to report for work and not assigned any work, shall be paid for two hours at the applicable overtime rate for a holiday; employees assigned to work on a holiday shall be guaranteed eight consecutive hours of work, at the applicable overtime rate for a holiday; however, the employee may be assigned to and required to perform work in accordance with Section 23.10, Conditions of Employment.

9.8 Nothing in this Agreement shall require an Employer to transfer an employee who is paid the two hours show-up time to another location that day because of seniority or work guarantees.

9.9 Employees required to attend safety review board meetings not scheduled as part of a regular workday shall

be compensated for their time attending such meetings.

ARTICLE 10
HOLIDAYS

10.1 Employees covered by this Agreement shall receive eight hours' straight time pay for the nine holidays listed below provided that they meet the requirements set forth in 10.2 of this Article.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Day before Christmas
Labor Day	Christmas Day
New Year's Eve Day	

10.2 To qualify for holiday pay, an employee must have passed his probationary period and must work the regular workday immediately preceding the holiday and the regular workday immediately after the holiday, if scheduled to work those days, unless excused from so working because of illness, injury or death in the immediate family or, if not scheduled to work those days, he has worked within the two week period immediately before the holiday, or has worked within 60 days after the holiday. For the purpose of this Article, immediate family is defined as spouse, mother, father, sister, brother, and children.

10.3 If any of the above mentioned holidays (except Day after Thanksgiving) is worked, double time shall be paid for all hours worked in addition to the holiday pay; hours worked on the Day after Thanksgiving shall be paid at the time and one-half rate in addition to the holiday pay. If a paid holiday falls within an employee's vacation period, he shall receive his vacation pay plus eight hours' pay at straight time for the holiday or by agreement with his Employer prior to taking his vacation, an extra day's vacation with pay in lieu of the holiday pay. If any of the above listed holidays falls on a Saturday, it shall nevertheless be a paid holiday under this Article. If any of the above listed holidays falls on a Sunday, it will be celebrated on the following Monday.

10.4 Positively no work is to be done on Labor Day, except in cases of an emergency and then only upon mutual agreement between the Employer and the Union.

10.5 Without detracting from the Employer's right to schedule, if work is anticipated on the Day after Thanksgiving holiday, a sign-up sheet will be made available to the employees at least two weeks prior to the holiday, to indicate their desire to work that day.

10.6 If a holiday occurs when an employee is off work on Workers' Compensation, he shall be paid the full hourly rate if he is otherwise qualified under the provisions of this Article.

ARTICLE 11
VACATIONS

11.1 An employee who, during the term of this Agreement, completes the following years of employment with the same Employer and during the 12 months prior to his anniversary date has worked 900 straight time hours, shall be eligible to receive the following amount of vacation and vacation pay on and after each anniversary date listed below. For the purpose of computing on those employees and owner operators paid on a percentage basis, an employee or owner operator shall receive eight hours credit for each day worked.

YEARS OF EMPLOYMENT ON ANNIVERSARY DATE	AMOUNT OF VACATION	AMOUNT OF VACATION PAY
1	1 week	40 hours
3	2 weeks	80 hours
10	3 weeks	120 hours
15	4 weeks	160 hours

The 900 straight time hours' requirement shall not apply to employees who have qualified for three or four weeks vacation provided that an employee, to receive vacation pay, must have performed some work for the Employer during the anniversary year involved. This shall not apply to employees who quit or who are discharged (see 11.6 below). For the purpose of computing on those employees and owner operators paid on a percentage basis, an employee or owner operator shall receive eight hours credit for each day worked.

11.1-1 When an employee retires or dies he shall receive pay for all vacation earned in his prior anniversary year for which he has not already received pay and, in addition, shall receive pro rata vacation pay for the anniversary year in which he retires, to be calculated as follows:

Two twelfth's of the vacation pay to which he is entitled under Section 11.1 above for each month worked beyond his last anniversary date so that at the end of six months worked or 900 straight time hours worked, whichever comes first, he shall be entitled to a full vacation.

11.2 Except as provided in 11.7, the employee shall be compensated for his vacation at the straight time hourly wage rate in his regular classification prevailing at the time the employee starts his vacation.

11.3 Employees scheduling vacations shall be paid their vacation pay by check just prior to taking their vacations at the proper rate of pay in effect at the time of such vaca-

tion. Employees who do not schedule their vacations shall receive their vacation pay on their anniversary date.

11.4 Eligibility for vacation shall begin with the date of employment of each individual employee, and each year of eligibility shall start with such date.

11.5 The Employer shall establish a vacation schedule at each location prior to April 1 of each year, and the employees shall select their vacation periods according to seniority and take them at any time during the year, provided that the vacations do not interfere with the orderly operation of the business of the location.

11.5-1 In the application of this Section 11.5, without disturbing the practice of the Employer in scheduling vacations, an employee's vacation which had been scheduled with and approved by his Employer shall not be changed without the consent of the affected employee. The Employer will not deny an employee the right to take a vacation during the year.

11.6 Employees who have completed five or more years of continuous employment and who have worked 900 straight time hours since their last anniversary date and who quit after having given two weeks written notice or who are discharged, shall receive their vacation pay on termination.

11.7 If, with the permission of the Employer, an employee does not take such vacation as he may have earned but postpones same until a subsequent calendar year, the rate of pay in effect at the time such vacation was earned shall be the basis of compensating such employee for such deferred vacation. Vacations which may have been earned by an employee prior to the date of this Agreement, but which such employee has not taken for any reason, shall be compensated for on the basis of the wage rate in effect at the time such vacation was earned. Nothing herein to the contrary shall allow an Employer to force an employee to take vacation time off during a period of layoff, or after the 12 months have elapsed from his anniversary date.

11.8 In computing vacation credits, all time lost by an employee where he has been covered by Workers' Compensation and paid vacation time shall be credited as hours worked toward the required 900 hours.

ARTICLE 12
SENIORITY

12.1 Seniority is an employee's total length of continuous service with his particular Employer within the bargaining unit covered herein in years, months and days, since his date of last hiring.

12.2 An employee's seniority shall be lost and terminated and the employment relationship shall be terminated by:

12.2-1 Discharge for just cause.

12.2-2 Voluntary quit or resignation.

12.2-3 No work or layoff for more than 12 months, except employees having one or more years of continuous service shall retain seniority for 24 months.

12.2-4 Absence from work for five consecutive work days without notifying the Employer or without reasonable cause, in which case the employee shall be considered for the purpose of this seniority Article to have quit voluntarily.

12.2-5 Withdrawal from the bargaining unit, or transfer from the bargaining unit without a leave of absence as herein provided for.

12.2-6 Except as provided in 12.3 below, failure to return to work upon recall after a layoff within seven work days after a recall notice by telegram or by certified mail (return receipt requested) has been sent to the employee's last known address.

12.2-7 Upon failure to return to work within seven work days after the expiration of a leave of absence, or extension thereof.

12.3 In the case of proven sickness or injury, an employee shall be continued on the seniority list for a period of two years, except employees having one or more years of continuous service shall be continued on the seniority list for a period of five years; provided, however, that he must report his availability for work within seven days after termination of such proven sickness or disability.

12.4

12.4-1 Seniority shall be applied and administered as provided in this Article within the geographic jurisdiction of each Local Union party to this Agreement. There shall be the following seniority groups:

(1) Chauffeurs (other than Quarry)

(2) Quarry or Pit Chauffeurs

(3) Laborers and other employees not covered in any other group

12.4-2 Seniority for employees in Group (1) shall be on a Company-wide basis, irrespective of the number of individual locations a Company may

have. Seniority for employees in each other Group shall be on the basis of individual location except as otherwise provided in 12.4-8 or 12.10 of this Article.

12.4-3 An employee within one Group cannot bump another employee within another Group except in the case of permanent layoffs or as provided in 12.4-5, 12.4-8, 12.4-9 and 12.4-10 of this Article.

12.4-4 Seniority for the employees in each Group shall prevail to be notified for work on a daily basis and on Saturday, Sunday and holidays, subject to the following:

Monday through Friday, within Group (1) employees shall be assigned to one of the following two categories of operations: (a) Ready-mix, (b) Straight load. (Saturdays, Sundays and holidays, employees shall be assigned solely by Group). Employees in each of the above categories shall be assigned starting times by seniority provided they are qualified to operate the equipment. It is further understood that differences in starting times may exist between different Employer locations.

12.4-5 If an employee in Group (1) is not called in for his category of operation for three consecutive work days, he shall, upon his request, be transferred in accordance with seniority to the other category. If a layoff thereafter becomes necessary, the employee in Group (1) with the least seniority shall be first laid off; recall shall be in reverse order of layoff. The request to be transferred to the other category, as provided in the above procedure, may be made prior to or after the expiration of said three consecutive work days, but, in no case shall it become effective before the end of such three days and such request must be received by the Employer on the form provided by the Employer no later than noon of the work day prior to the day the transfer is to become effective.

12.4-6 Also, in each other Group, if a layoff becomes necessary, employees with the least seniority shall be first laid off, and recall from layoff shall be in reverse order of layoff.

12.4-7 Seniority within each group shall prevail in the assignment to new jobs (provided the employee can satisfactorily perform the job) and in the selection of shifts.

12.4-8 If an employee within a Group other than Group (1) is permanently transferred by his Employer from one location to another location or, if a yard is permanently shut down, such employee shall be given credit at the location to which he is transferred and within his Group for his seniority at the prior location or he may immediately exercise his seniority to transfer to another yard, in the case of a shut-down.

12.4-9 In the event of a lack of work during the period of April 1, through November 30, an employee in a group other than Group (1) shall have the right to bump within his group after three consecutive work days to another yard, within the jurisdiction of the Local Union, in accordance with his length of service. During the winter season (i.e. December 1, through March 31,) the employee may bump within his group on a daily basis.

12.4-10 A plant operator who previously held seniority in another group prior to becoming a plant operator, and who is qualified in such other group, shall have the right to bump into that group and exercise his length of continuous service, if the operator is not scheduled to work within his group for at least three consecutive work days.

12.4-11 In administering overtime assignments at the end of the work day and consistent with providing the best possible customer service, where all other factors are equal, seniority shall prevail in offering overtime to employees.

12.5 Each Employer shall keep posted in a conspicuous place, a master company or individual location seniority list (as may be appropriate) made up in accordance with this Article.

12.6 New employees and employees hired after a break in seniority shall be considered probationary employees with no seniority for: (1) 30 days worked by the employees, or (2) 60 calendar days of continuous employment, whichever first occurs, after which their seniority shall date back to the first day of their current hiring. The Employer may, within such probationary period, discharge such a probationary employee for any reason whatsoever, except for membership in or activity on behalf of the Union.

12.7 Nothing contained in this Article shall require an Employer to assign employees to operate equipment or perform work for which they are not qualified.

12.8 An employee who is recalled to work during his vacation or leave of absence period shall be placed at the bottom of the seniority list during the period of his vacation or leave of absence.

12.9 Nothing herein contained shall be construed as requiring the transfer of an employee from a location under the jurisdiction of one Local to a location under the jurisdiction of another Local. If an employee shall be transferred from the jurisdiction of one Local Union party to this Agreement to another Local Union party to this Agreement and, if he continues to be employed by the same Employer, he shall retain only his service credits for purposes of vacation and holidays.

12.10 An employee promoted to a job, not covered by collective bargaining within the Company by whom he is employed, shall retain his seniority for up to six months (including the period up to six months) providing he returns to his former employment in this bargaining unit prior to the termination of the six month period. During such six month period the Employer shall make the Health & Welfare and Pension contributions for the employee. The Employer shall promptly notify the Union of the name and location of any such employee.

12.11 A part-time, extra or summer hire employee is defined as an employee who is hired to work on an intermittent or irregular basis or for a specific summer period and who is clearly identified as such at the time of hiring. Such part-time, extra or summer hire employee shall be covered only by the hiring, wage, pension and welfare and union-security provisions of this Agreement, but shall not be covered under any other provisions, nor shall he acquire seniority for any purpose. The Employer agrees not to offer work to such a part-time, extra or summer employee until all regular employees employed by such Employer have been offered employment that day.

ARTICLE 13
LEAVE OF ABSENCE

3.1 Any employee desiring a leave of absence from his Employer from his employment from December 1 to March 1 in any given year shall make written application for same, and said application shall be signed by him, and he shall secure written permission from both the Union nd the Employer. This written permission shall consist of hree copies of the approved application, one each for the Employer, the Union and the employee. The maximum eave of absence shall be for 90 days and may be extended y written permission from both the Union and the Employer for an additional 30 days. However, during the

period of such leave, including any extensions thereof, the Employer shall not be liable for the payment of any Health and Welfare contributions for the employee concerned. Any such payments shall be handled in accordance with Appendix A. During the 30 day extension of leave of absence provided for above in Article 13 (Leave of Absence), Section 13.1, the employee shall be liable for and pay to the proper Health and Welfare Fund the amount of contributions stated in Article 16 (16.2-1).

13.1-1 Upon written request from the employee and proper authorization from the Union, the employee may be granted time off from work, without pay, for the purpose of attending OSHA 1910.120 training courses. Such time off will not be considered as work and no loss of seniority shall occur.

13.2 Compliance herewith shall not result in the loss of seniority rights with his Employer, and the employee shall retain all benefits and rights under this Agreement with his Employer.

13.3 Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved, except as herein otherwise provided.

ARTICLE 14
PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline for an employee covered by this Agreement to refuse to cross a lawful primary picket line established by a Local Union and sanctioned by Joint Council #25 (IBT) around the premises of a Company (other than an Employer at whose premises the employees are covered by this Agreement), if the employees of such Company are engaged in a strike ratified or approved by any such Local Union or if such strike has been sanctioned by Joint Council #25 (IBT). A properly designated officer of the Local Union involved will, upon request made to the President of that Local Union, obtain the information and inform an Employer covered by this Agreement within 24 hours if such a picket line established by a Local Union or sanctioned by Joint Counci #25 (IBT) has been authorized by that Local Union. This provision shall not apply to picketing at an entrance jointly used by an Employer at whose premises the employees are covered by this Agreement and some other Company where the picketing and strike is directed against the other Company.

ARTICLE 15
SALES AND TRANSFERS

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

15.2

15.2-1 In the event an Employer buys out the business or operations of another Employer and operates it as a separate legal entity, then the seniority of the employees shall continue on the same basis as it existed prior to the occurrence of said buy out.

15.2-2 In the event an Employer buys out another Employer covered by this Agreement and merges operations of the bought-out Employer into his own, the seniority of the employees shall be established as follows:

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

(b) In the event the bought-out Employer is insolvent, the employees of such Employer who are retained shall be placed at the bottom of the seniority list as a group listed in accordance with their previous seniority standing. The acquiring Employer need

retain such employees of the bought-out Employer only to the extent of his need as to qualifications and number.

ARTICLE 16
HEALTH AND WELFARE AND PENSION

16.1 The Employer shall contribute into a trust set up by trust agreements now in effect in the aforementioned Local Unions for the payment of Health and Welfare or Pension benefits, as the case may be, as determined by the appropriate Board of Trustees, the amounts shown in 16.2 below per week for an employee covered by this Agreement, in accordance with the requirements set forth in the appropriate Appendix of this Article.

16.2 Schedule of Contributions:

16.2-1 Health and Welfare

Effective Date	Amount
May 1, 2000	$154.00
May 1, 2001	$165.00
May 1, 2002	*
May 1, 2003	*
May 1, 2004	*

16.2-2 Pension

May 1, 2000	$75.00
May 1, 2001	$76.00
May 1, 2002	*
May 1, 2003	*
May 1, 2004	*

16.2-3 See Article 8, Section 8.1 for 5/1/02, 5/1/03 and 5/1/04 for Health & Welfare and Pension allocations.

16.3 Conditions

16.3-1 Provisions and conditions relating to payment of the foregoing benefits are set forth in Appendix A for Health & Welfare and in Appendix B for Pension of this Article. These appendices form part of and are deemed incorporated into this Agreement.

16.3-2 With respect to benefits, any disagreement as to eligibility, time and method of payments, payments during periods of employee illness or disability, methods of enforcement of payment and related matters shall be determined by the Trustees of the Fund concerned. The Fund shall in all respects be administered in accordance with the Trust Agreement.

16.4 It is understood and agreed that the sole liability of the Association or any Employer, under the above entitled Health & Welfare and Pension programs, shall be the payment of its contribution to the above respective Trusts, as provided above. Neither the Association nor any Employer shall be liable for the purchase of any Health & Welfare or Pension insurance, or the payment of any Health & Welfare or Pension benefit.

16.5 All Trust Agreements jointly entered into and executed pursuant to the above provisions, shall be considered as a part of this Agreement to the extent they are not inconsistent therewith.

16.6 Employer hereby agrees to be bound by the Agreements and Declarations of Trust creating said Fund and by any future amendments thereto to the extent they are not in conflict with this Agreement, and hereby designates as its representatives on the Board of Trustees, such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time; and further, agrees to be bound by all action taken by said Employer Trustees pursuant to the said Agreements and Declarations of Trust as amended from time to time.

16.7 The Employer agrees to make available to the Trustees or their designees during normal business hours, payroll records and other employment records necessary to ascertain that contributions required under this Article have been paid correctly and in full.

16.8 If an Employer fails to pay any contributions due in accordance with Article 16, the Trustees of the Fund concerned may assess the Employer a charge of one and one-half percent per month of the contributions due in addition to all reasonable attorney's fees and costs of collection and costs of audit. The contributions for each employee shall not exceed 52 weeks in any calendar year. The contributions of each Employer shall be paid to said Fund on a monthly basis and shall be sent by each Employer not later than the 15th day of the month following the first month of employment.

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

APPENDIX A
HEALTH AND WELFARE

A.1 Each Employer shall contribute to the (Local 786) Building Material, Chauffeurs, Teamsters and Helpers Welfare Fund of Chicago, which shall be jointly administered by Employer Trustees and Union Trustees as provided in the Trust Agreement, the amount per week stated in Article 16 (16.2-1) as of the appropriate date stated therein for each employee covered by this Agreement who performs work on any two calendar days in any calendar week, regardless of the number of hours worked, beginning with the first such week of employment. Payment shall be retroactive to the first day of employment for new employees provided they have completed their probationary period. Contributions shall also be made for the weeks of paid vacation, but not if the employee's vacation time occurs during a period of layoff, leave of absence or illness.

A.2 Whenever the Trustees of the (Local 786) Building Material, Chauffeurs, Teamsters and Helpers Welfare Fund of Chicago shall certify to the Association that the assets of said Fund are less than $250,000.00, each Employer shall contribute, effective 30 days after receipt of notice thereof to the Fund, an additional amount (not to exceed $.80 per week) as determined by said Trustees, for each week of employment as defined by said Trustees, for each week of employment as defined in A.1. Such additional contributions shall continue to be made by such Employers until the said Trustees shall certify to the Association that the assets of said Trust exceed $500,000.00, at which time such additional contributions shall cease and shall not be again resumed until the said Trustees shall again certify to the Association that the assets of the Welfare Fund Trust are less than $250,000.00.

A.3

A.3-1 If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of four weeks.

A.3-2 If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work, or for a period of one year, whichever is shorter.

A.4 During the 30 day extension of leave of absence provided for in Article 13 (Leave of Absence), the employee shall be liable for and pay to the proper Health and Welfare Fund referred to in A.1 above the amount of contributions stated in Article 16 (16.2-1).

APPENDIX B
PENSION

1 Each Employer shall contribute to the (Local 786) uilding Material Pension Fund, the amount per week stated Article 16 (16.2-2) as of the appropriate date stated therein r each employee who performs work on any two days in ıy calendar week, regardless of the number of hours orked; provided the employee has completed a period of robation as defined in Article 12.6 of this Agreement. nce an employee has completed probation, payment shall e retroactive to the thirty-first (31st) day of employment.

B.2

B.2-1 If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of four weeks.

B.2-2 If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work, or for a period of one year, whichever is shorter.

ARTICLE 17
WORK PRESERVATION AND PROTECTION OF STANDARDS

17.1 For the purpose of preserving work and job opportunities for the employees covered by this Agreement, and in order to protect and maintain the economic standards established by this Agreement, the Employer agrees that no operation, work or services of the kind, nature or type covered by, or presently performed, by the Employer will be subcontracted, transferred, diverted or assigned in full or in part (hereinafter referred to as "divert" or "subcontract") by the Employer to any other plant, business, person, or non-unit employees, or to any other mode of operation, unless specifically provided or permitted in this Agreement. In addition, the Employer agrees that it will not subcontract or divert the work presently performed by its employees to other business entities owned and/or controlled by the Employer, its principals, or its parent, subsidiaries or affiliates.

17.2 The term 'overflow work' as provided herein, is defined as any work in excess of work performed by the average number of employees covered by this Agreement during the twelve-month period immediately preceding the effective date of this Agreement, or any annual anniversary date thereof, but, in no event, less than two employees. The Employer may subcontract overflow work when all of its regular employees are fully

employed. Overflow work may be performed by persons other than the Employer's employees, provided that such subcontracting is not used as a subterfuge to evade the provisions of this Agreement, and is done in accordance with this Article. Owner-operators or other persons performing overflow work shall be paid no less than an amount equal to the wages and fringe benefits being paid to employees covered by this Agreement exclusive of truck rental and lease cost.

17.2-1 The "amount equal to the wages and fringe benefits" stated in the fourth sentence of Section 17.2 shall be agreed upon between the parties and shall comprise the sum of hourly wage rates, Health & Welfare and Pension contributions, vacation and holiday costs (as estimated) expressed as a total hourly amount. This amount shall be set forth in Appendix I of this Agreement and shall be adjusted as necessary in future labor agreements if there are changes in these components.

17.3 The procedure for administering Section 17.2 shall be as follows:

17.3-1 If a Union gives written, signed notice to an Employer that a particular carrier is not in compliance with the requirements of Section 17.2 with respect to paying the appropriate amount set forth in the Appendix, the Employer will not contract with such carrier until such time as the said Union gives written notice to the Employer that the carrier is in compliance. The Employer will have reasonable time, not to exceed 10 days, after notice has been received to cease contracting with a particular carrier in order to make arrangements with a different carrier to handle the work.

17.3-2 The Union agrees to indemnify and save the Employer and the Association harmless against any claim, demand, suit or other form of liability (including attorneys fees and other related expenses) which shall arise out of or by reason of action taken by the Employer with respect to a carrier as a result of the Employer's reliance on notice furnished by the Union pursuant to this Article.

17.3-3 It is the understanding and intent of the parties to this Agreement that there shall be reasonable uniformity in the enforcement of clauses in the contracts the Union may have with other Employers which have substantially the same requirements as Article 17.

ARTICLE 18
GRIEVANCE PROCEDURE

18.1 A grievance for the purpose of this Agreement is a complaint or claim against an Employer by an employee, employees, or the Union, with respect to the meaning and/or application of a provision of this Agreement.

18.2 Any individual employee or group of employees shall have a right to present grievances to their Employer and to have such grievances adjusted. All grievances must be presented within seven days from the day the event occurs which gives rise to the grievance. Neither party shall be under any obligation to consider any grievance which is not presented within the time provided herein. Any grievance that is not appealed within the times specified in this Article shall be considered as settled on the basis of the decision last given and shall be final and binding upon the Employer, the Association, the Union and the employee or employees involved. However, in all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing.

18.3 Should any grievance arise during the life of this Agreement, the same will be settled in accordance with the following procedures:

18.3-1 First Step

An effort shall be made to adjust the grievance by and between the employee having the grievance and his immediate supervisor. If he so desires, the employee may also have his Union representative present and the grievance may be presented by the Union representative.

18.3-2 Second Step

If the grievance is not resolved within seven days at the first step and, if the Union elects to proceed with it, the grievance shall be reduced to writing by the grievant and filed with the Union within two working days after the said seven days, and an attempt will be made to adjust the grievance by and between an Employer representative and a Union representative. If the grievant does not file the grievance in writing with the Union within the two work days specified, the grievance shall be deemed void.

18.3-3 Third Step

If the grievance is not resolved within seven days at the second step and if the Union elects

to proceed with it, it may be referred to the Labor-Management Committee which is provided for in Step Four below.

18.3-4 Fourth Step

A committee of six members equally divided between the Employer and the Union shall be established to provide for uniform conformance with the Agreement. This committee shall be called the "Labor-Management Committee". The three Employer members must represent Employers not party to the grievance and the three Union members must represent Unions not party to the grievance. Any dispute referred to the Committee shall follow the procedure outlined below:

(a) A written complaint shall be prepared and one copy of such complaint shall be sent to the Chairman of the Union Committee; one copy shall be sent to the Employer involved. The complaint shall state the issue involved and outline the position of the Union on the issue.

If the Employer is a member of the Association, the Union shall send a copy to the Association.

(b) The Employer complained against shall answer the complaint in writing and state his position on the matter within seven days. Copies of such answer of the complaint will be distributed to the same parties indicated above.

(c) The meeting of the Labor-Management Committee shall be held within 10 work days or on a date mutually satisfactory to both parties.

(d) The Association, all Employers and all Local Unions involved and all employees represented by them agree that the majority decision of the Labor-Management Committee on any dispute submitted to it shall be final and binding on all of the aforementioned parties.

(e) If the Committee is deadlocked, the grievance may then be submitted to arbitration upon written request of the Union; provided, however, that such request is delivered within 10 calendar days after the decision of the Labor-Management Committee.

(f) If arbitration is requested, the Union and the Employer involved shall select one arbitra-

tor. In the event the parties are unable to agree upon an arbitrator, an Arbitrator shall be selected from a panel of five arbitrators submitted by the Federal Mediation and Conciliation Service in accordance with their procedure. All Arbitrators requested from the Federal Mediation and Conciliation Service shall be members of the National Academy of Arbitrators.

(g) The arbitrator shall be bound by the terms and provisions of this Agreement and shall have no authority to add to, subtract from, modify or amend any provisions of this Agreement. A decision of the arbitrator on any grievance within the scope of the issues submitted shall be final and binding on the individual Employer, the Association, the Union and the employee or employees involved.

(h) The arbitrator's fee and expenses shall be borne equally by the Local Union and the Employer involved.

18.4 The Employer shall not discharge or suspend any employee without just cause. Upon receipt of a written grievance involving a discharge, the Union or the Employer may waive the second and third steps of the grievance procedure in order to proceed in a timely and expeditious manner to the fourth step of the grievance procedure.

18.5 An employee who fails to make complaints about wages or conditions until he is no longer employed, except for grievances relating to his discharge, shall have no recourse under this Agreement.

18.6 In view of the fact that the parties have provided for an orderly procedure for settling differences of opinions and disputes, the Union agrees that for the duration of this Agreement there shall be no strikes and the Association and the Employer agree that during the life of this Agreement there shall be no lockouts. (Note exception in 18.7-2 of this Article).

(a) The provisions of this Article shall not apply to any Employer that refuses to follow the procedures outlined herein.

18.7 In the case of willful or flagrant violations of the wage or overtime provisions or failing to remit dues, initiation and re-initiation or reinstatement fees checked off, or with respect to the Health & Welfare or Pension provisions of this Agreement as determined by the Trustees of

the Fund, the Union will not be required to go through the grievance procedure, but may follow instead the following procedures:

18.7-1 The Union may request in writing to the Executive Director of the Association, a meeting with the Labor-Management Committee of the Association, who shall thereupon be ready and able to meet with the representatives of the Union within five days from receipt of the request for a meeting. In the event the Labor-Management Committee of the Association fails to meet with the Union within the specified five days' time after notice, the Union may take economic recourse, including the right to strike and picket against the particular Employer.

18.7-2 In the event the Employer elects to respond to the Union's by presenting the matter to a Labor-Management Committee as defined by Article 18.3-4, it shall be allowed to do so. If a Labor-Management Committee meeting is requested by the Employer, it shall be convened no later than seven days from receipt of the Union's notice.

At the committee, the Union and the Employer will separately present their evidence and position on the matter and, unless the Labor-Management Committee of the Association and the Union agree that this is not a willful violation of the kind described above, the Union will be at liberty to use economic recourse, including the right to strike and picket, for settlement of cases.

ARTICLE 19
ECONOMIC LOSS

Employees covered by this Agreement who have received wages, vacations or conditions over and above those listed in the previous Agreement shall suffer no economic reduction through the signing of this Agreement and shall also receive the negotiated increases in this Agreement covering wages, vacations or other conditions. No employee shall receive less than the hourly rates shown in this Agreement.

ARTICLE 20
UNION LIABILITY

20.1 It is agreed that in all cases of an unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts of its members.

20.2 It is further agreed and understood that the Union shall not be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by its Executive Board. A properly designated officer of the Union shall, within 24 hours after request is made to the Secretary-Treasurer of the Union, declare and advise the party making such request, by telegram, whether the Union has authorized any strike or stoppage of work. The Union shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore.

20.3 While the Union shall undertake every reasonable means to induce such employees to return to their jobs, during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first 24 hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first 24 hour period of such stoppage and, if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walk-out, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provision of this Agreement.

20.4 By the act of the International Union approving this Agreement as to form and substance, the said International Union, its officers or agents shall not in any manner become a party to this Agreement, nor is there any duty or obligation imposed upon the International Union, its officers or agents respecting the terms and conditions of this Agreement in any manner whatsoever. It is further stipulated and agreed that the approval as to form and substance is for the purpose of indicating only that the International Union certifies that the said Agreement is not in violation of the International Constitution and By-Laws and not for other purposes.

ARTICLE 21
INSPECTION PRIVILEGES

21.1 Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, other authorized deductions, and ascertaining compliance with this Agreement, which shall include the right to inspect and audit those specific payroll records, time cards and sheets

as may relate to a particular grievance or grievances alleging non-payment or improper payment of wages, Health & Welfare or Pension contributions. Such records shall be produced at a place mutually agreed upon.

21.2 Employers shall keep a permanent daily payroll record of all employees and of hours worked by employees employed on a timely basis, showing starting and quitting time. Notwithstanding the limitations of 18.1 above, such records shall be preserved for a period of not less than three years and shall be subject to examination by the Union, but the Employer shall have the right to be present.

ARTICLE 22
STEWARDS

22.1 The Employer recognizes the right of the Executive Board of the Union to designate job stewards and alternates from the Employer's seniority list. The Employer shall not be required to recognize any steward or alternate unless and until the Executive Board of the Union notifies the Employer of the names and date of appointment of such stewards and alternates in writing over the signature of the appropriate official of the Union. The authority of job stewards and alternates so designated shall be limited to and shall not exceed the following duties and activities:

22.1-1 Investigation and presentation of grievances to the Employer in accordance with the provisions of the collective bargaining agreement at times mutually agreed upon, provided however, that the rights of an individual employee or group of employees in this respect and under Section 9 (a) of the LMRA shall not be infringed.

22.1-2 Distribution and collection of check-off authorization forms during working hours, provided such activity does not violate any of the foregoing provisions.

22.1-3 Transmittal of messages and information from the Local Union or its officers which (1) have been reduced to writing; or (2) if not reduced to writing, are of a routine nature.

22.2 In carrying out his duties as steward, he shall not interfere with production in any manner whatsoever. In the event the steward's actions result in any work stoppage or interruption of the Employer's business, the Company shall have the right to take disciplinary action, including discharge.

ARTICLE 23
CONDITIONS OF EMPLOYMENT

23.1 Employees shall give to the Employer a fair and honest day's work, and it shall be a violation of this Agreement for any chauffeur to loiter with a truck.

23.2 Employees are not permitted to handle building material of any description or commodities of any kind made or manufactured in prisons and penitentiaries.

23.3 For the purpose of preserving work and job opportunities for chauffeurs of an Employer covered by this Agreement, such Employer shall not engage any cartage hauler, or subcontract any of the work, unless all of the Employer's chauffeurs are employed; provided, there are qualified chauffeurs and similar operative equipment at the location concerned.

23.4 Employers who require their employees to wear uniforms shall furnish same without cost to the employee. The Employer shall further launder and take care of all such furnished uniforms at no cost to the employee.

23.5 The Employer shall furnish the employees with adequate sanitary toilet and washroom facilities in conformance with OSHA.

23.6 Deliveries of building materials or commodities of any kind shall be tailgate deliveries (except assisting with drywall).

23.7 Employees shall comply with the safety rules of their Employers.

23.8 The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law.

23.9 If an employee has to take a driving test, then the Employer should provide him with the given equipment to take the test.

23.10 An employee may be assigned and required to perform other work requested of him; provided, that the work assigned to him may include flushing out and cleaning inside of any type of truck or truck mixer, but shall not be work infringing on the work of any other Union.

23.11 The Employer will furnish the necessary protective equipment to employees when cleaning trucks. Drivers shall not be required to use acids or chip inside drums, but shall not be prohibited from so doing.

23.12 Chauffeurs may be assigned to work in the yard, but such assignment shall not cause the layoff of any other employee working in the yard that day.

23.13 Suspension seats will be provided on all new pit and quarry trucks and on present pit and quarry trucks when the complete seat assembly is replaced.

ARTICLE 24
OWNER-DRIVERS

24.1 Owner-Drivers operating their own vehicles and who are not certified carriers with proper Illinois Commerce Commission authority are covered within the terms and conditions of this Agreement, including Union security, hours, wages, overtime, Health & Welfare and Pension and working conditions. Separate checks for wages and equipment shall be issued by the Employer of such Owner-Drivers to such Owner-Drivers and such Employers shall maintain proper books and records for inspection by the Union to determine the Employer's compliance with the provisions of this Agreement including the specific provisions of this Article. The books and records (including payroll records, time cards, etc.) shall be produced at the Union Headquarters upon reasonable notice.

24.1-1 Detailed statements will be furnished by such Employers to such Owner-Drivers at least once a month, designating all such Owner-Driver's income and expenses for the month. Any money due at this time must be paid.

24.1-2 Each such Employer will identify each and every such Owner-Driver to the Union regardless of whether or not the vehicle is licensed in the name of the driver or the lessee.

24.1-3 The Employer reserves the right to control the manner, means and details of and by which such Owner-Driver performs his services, as well as the ends to be accomplished.

24.1-4 Such Owner-Drivers shall receive the full wages, supplemental allowances, and all working conditions provided in this Agreement and shall receive as a minimum salary after payment of all direct and indirect operating expenses (including contributions to the Health & Welfare Fund and Pension Fund) the sum equal to the amount he would have received for the time he would have worked as an hourly or percentage rated driver.

24.1-5 Such Owner-Driver shall have complete freedom to purchase fuel, oil, grease, tires, tubes, etc., including repair work, at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

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

ARTICLE 25
NON-DISCRIMINATION

The Employer, its agents and supervisory employees, will not discriminate against, interfere with, restrain or coerce its employees because of membership in the Union or duly authorized activities of the Union.

ARTICLE 26
EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree that there shall be no discrimination against any employee in accordance with the requirements of applicable state, local and federal laws on the basis of race, color, creed, sex, religion, marital status, disability, national origin, ancestry, veteran status, age or other protected category as prescribed by law, including any harassment based on any protected category. The parties agree that the employer may take whatever action it deems appropriate to meet its obligations and to exercise its rights under the Family and Medical Leave Act subject to the grievance and arbitration procedures herein.

ARTICLE 27
EQUIPMENT

27.1 The Employer shall not require employees to take out on the streets or highways a vehicle which is not in safe operating condition or is not provided with the safety equipment prescribed by law. The Employer shall be responsible for providing such equipment.

27.2 The Employer shall install heaters and defrosters on all trucks. The Employer will keep heaters and defrosters and mechanical seats (if so equipped) in working condition.

27.3 All doors, windows and pop-out windows on trucks shall be maintained in working order.

27.4 All end loaders in excess of one and one-half cubic yards shall have cabs for rain and winter months along with a heater and defroster and proper brakes.

ARTICLE 28
COMPLIANCE WITH SAFETY AND TRAFFIC LAWS

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

ARTICLE 29
FEDERAL & STATE INDUSTRIAL REGULATIONS

Notwithstanding any other provision of this Agreement, the parties agree that the Employer, in its sole discretion, may take whatever action it deems appropriate to comply with the provisions of the Americans with Disabilities Act and to meet its obligations and exercise its rights under the Family Medical Leave Act.

ARTICLE 30
JURY DUTY PAY

Any employee who loses time from work Monday through Friday solely because of engaging in jury duty, will be paid the difference between his straight time pay lost and his jury fee for each day; provided, however, that this jury duty pay will be limited to eight hours for each day and to a maximum of 10 days per calendar year. To be entitled to this benefit, the employee must report to his Employer for work on each day he is released from jury duty, except when he is released after 12:00 noon. To qualify for jury duty pay, an employee must have been on the payroll for 31 days prior to requesting leave for jury duty.

ARTICLE 31
BEREAVEMENT PAY

31.1 When an employee's spouse, child, mother, father, stepchild or step parent dies, said employee, if he so requests, shall be given the necessary time off with pay, not to exceed a total of three days, ending with the day following the day of the funeral. In the event of the death of an employee's sister, brother, grandparent, grandchild, mother-in-law or father-in-law, said employee shall be given one day off from work without loss of pay solely for the purpose of attending the funeral.

31.2 In the foregoing cases, the time off will be granted only to an employee who has completed his probationary period and who is actively at work or scheduled for work when the unfortunate incident occurs and his absence due thereto would result in loss of pay if this clause were not in effect. An employee who is laid off, on his day off, off sick, off on other personal business, on vacation or leave of absence shall not be eligible for the benefits hereof. An employee may be granted upon request and verification of need, additional time for travel to attend a funeral of a member of the immediate family. Such additional time shall be without pay or benefits, but without loss of seniority.

A day's pay for the purpose of this provision shall not exceed eight hours straight time pay.

ARTICLE 32
ON THE JOB INJURY

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

ARTICLE 33
MANAGEMENT

33.1 Retained Rights

The Employer retains all rights to operate its business and direct the working force, except where such rights are restricted by this Agreement or by law.

33.2 Rules

The Employer may adopt reasonable safety and work rules not inconsistent with this Agreement or the law, and the Union shall be given a written copy of such rules. Any discipline imposed for violation of said rule(s) shall be subject to review under the Grievance Procedure.

ARTICLE 34
TECHNOLOGICAL CHANGE

Employer shall assign to the Teamsters any technological change, advancement, process, procedure, introduction of any new method, or machinery, that replaces, modifies or eliminates work that has traditionally been performed by Teamsters.

ARTICLE 35
DRUG-ALCOHOL TESTING/PHYSICAL EXAMINATIONS

35.1 Drug-Alcohol Testing

If an employee is required by his Employer to be tested for drugs-alcohol, the Employer shall pay the entire cost of the drug-alcohol testing procedure. The employee shall be tested immediately after the incident which gave rise to the need for such testing.

35.2 Physical/D.O.T. Examinations

If an employee is required by his Employer to take a physical or D.O.T. examination, the Employer shall pay the entire cost of such physical or D.O.T. examination when the employee uses the Employer's designated physician.

ARTICLE 36
TERM OF AGREEMENT

This Agreement shall become effective as of May 1, 2000 and shall continue in full force and effect through April 30, 2005, and shall be automatically renewed from year to year from such later date, unless either party shall give written notice to the other party to terminate this Agreement, which notice shall be delivered not later than 60 days prior to April 30, 2005, or any subsequent anniversary date thereafter, as the case may be.

The Parties agree that all economic terms applicable in the first year of the contract agreed upon during the course of negotiations shall apply retroactively to May 1, 2000. This provision for retroactivity shall not survive the expiration of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper representatives the day and year first above written.

AGREEMENT FOR ADOPTION
ASSOCIATION EMPLOYERS

BUILDING MATERIAL, LUMBER, BOX SHAVING, ROOFING & INSULATING CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS, AND RELATED INDUSTRY EMPLOYEES, WATCHMEN AND SECURITY GUARDS UNION LOCAL 786

_____

President

_____

Date

NORTHERN ILLINOIS READY MIX AND MATERIALS ASSOCIATION

President

Chairman of Labor Committee

ARTICLE 37
GRIEVANCE PROCEDURES
NON-ASSOCIATION EMPLOYERS ONLY

37.1 A grievance for the purpose of this Agreement is a complaint or claim against an Employer by an employee, employees, or the Union, with respect to the meaning and/or application of a provision of this Agreement.

37.2 Any individual employee or group of employees shall have a right to present grievances to their Employer and to have such grievances adjusted. All grievances must be presented within seven days from the day the event occurs which gives rise to the grievance. Neither party shall be under any obligation to consider any grievance which is not presented within the time provided herein. Any grievance that is not appealed within the times specified in this Article shall be considered as settled on the basis of the decision last given and shall be final and binding upon the Employer, the Association, the Union and the employee or employees involved. However, in all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing.

37.3 Should any grievance arise during the life of this Agreement, the same will be settled in accordance with the following procedures:

37.3-1 <u>First Step</u>

An effort shall be made to adjust the grievance by and between the employee having the grievance and his immediate supervisor. If he so desires, the employee may also have his Union representative present and the grievance may be presented by the Union representative.

37.3-2 <u>Second Step</u>

If the grievance is not resolved within seven days at the first step and, if the Union elects to proceed with it, the grievance shall be reduced to writing by the grievant and presented to the Employer by the Union within two work

days after said seven days, and an attempt will be made to adjust the grievance by and between an Employer representative and a Union representative. If the Union does not present the grievance to the Employer within the two work days specified, the grievance shall be deemed void. If a meeting is requested, the Company representative will meet with the Union representative and the grievant to discuss the grievance. The Company representative shall give a written answer within seven days of the meeting, or if no meeting within 10 work days of the appeal to him.

37.3-3 The Step 2 answer shall settle the grievance, unless the Union, within seven days of the date of the delivery of the Step 2 answer appeals the grievance to the Labor-Management Committee which is provided for in Step 3 below.

37.3-4 Step Three

A committee of six members equally divided between the Employer and the Union shall be established to provide uniform conformance with the Agreement. This committee shall be called the "Labor-Management Committee". The Employer that the grievance is filed against must choose his own committee. Every person chosen for this committee must be familiar with the Ready-Mix and Materials Industry, and signatory to a labor agreement with Joint Council #25.

Any Local Union who files the grievance must choose its own committee. All Union representatives to the committee must be Union officials or business agents from Unions other than the Union involved in the grievance itself. Every person chosen for this committee must be a Union member who is familiar with the Ready Mix and Materials Industry, and signatory to a labor agreement with Joint Council #25.

An Employer and Union involved must designate their committee members within 10 calendar days from the date the Union requests a meeting of the Labor-Management Committee under Section 38.3-3 of this Agreement. This shall be done by advising the other party, in writing, of the names of the committee members.

Any dispute referred to the committee shall follow the procedure outlined below:

(a) A written complaint shall be prepared and one copy of such complaint shall be sent to the Chairman of the Union Committee; and one copy shall be sent to the Employer involved. The complaint shall state the issue involved and outline the position of the Union on the issue.

(b) The Employer complained against shall answer the complaint in writing and state his position on the matter within seven days of receipt of the written complaint. Copies of such answer of the complaint will be distributed to the same parties indicated above.

(c) The meeting of the Labor-Management Committee shall be held within 10 working days or on a date mutually satisfactory to both parties.

(d) The Employers and all Local Unions involved and all employees represented by them agree that the majority decision of the Labor-Management Committee on any dispute submitted to it shall be final and binding on all of the aforementioned parties.

(e) If the Committee is deadlocked, the grievance may then be submitted to arbitration upon written request of the Union; provided, however, that such request is delivered within 10 calendar days after the decision of the Labor-Management Committee.

37.3-5 Arbitration

Once arbitration is requested, the following procedure shall be followed:

(a) When arbitration is requested in accordance with the provisions of this Article, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within five days from the date on which the arbitration is requested, then in such case the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a list of seven arbitrators pursuant to the rules of the FMCS. Either party may reject two panels of arbitrators. Upon receipt of a suitable panel, an arbitrator shall be selected by alternative striking of names with the striking of the first arbitrator to be done by

the Union. The arbitrator so selected shall set a hearing as soon as practical at a mutually agreeable time after the matter has been submitted to him/her.

(b) The award of the arbitrator shall be final and binding on both parties.

(c) The arbitrator's fee and expenses shall be borne equally by the Union and the Employer.

(d) The arbitrator shall be bound by the terms and provisions of this Agreement and shall have no authority to add to, subtract from, modify or amend any provision of this Agreement.

37.3-6 Disciplinary Grievances

A grievance over a discharge or a disciplinary suspension shall be filed at the second step in writing within seven days of the day the event occurs which gives rise to the grievance. The Employer shall not discharge or suspend any employee without just cause.

37.4 An employee who fails to make complaints about wages or conditions until he is no longer employed, except for grievances relating to his discharge, shall have no recourse under this Agreement.

37.5 In view of the fact that the parties have provided for an orderly procedure for settling differences of opinions and disputes, the Union agrees that for the duration of this Agreement there shall be no strikes and the Employer agrees that during the life of this Agreement there shall be no lockouts. (Note exception in 38.6-2 of this Article).

(a) The provisions of this Article shall not apply to any Employer that refuses to follow the procedures outlined herein.

37.6 In the case of willful or flagrant violations of the wage or overtime provisions or failing to remit dues, initiation and re-initiation or reinstatement fees and PAC and D.R.I.V.E. deductions checked off, or with respect to the Health & Welfare and Pension provisions of this Agreement as determined by the Trustees of the Fund, the Union will not be required to go through the grievance procedure, but may follow instead the following procedures:

37.6-1 The Union may request in writing a meeting with the Employer, who shall thereupon be ready and able to meet with the representatives of the Union within five days from receipt of

the request for a meeting. In the event the Employer fails to meet with the Union within the specified five days' time after notice, the Union may take economic recourse, including the right to strike and picket against the Employer.

37.6-2 At the meeting, the Union and the Employer will separately present their evidence and position on the matter and, unless the Labor-Management Committee and the Union agree that this is not a willful violation of the kind described above, the Union will be at liberty to use economic recourse, including the right to strike and picket, for settlement of such cases.

AGREEMENT FOR ADOPTION
FOR NON-ASSOCIATION EMPLOYERS

The provisions of the attached current Collective Bargaining Agreement between the NORTHERN ILLINOIS READY MIX AND MATERIALS ASSOCIATION ("Association") and the "UNION" (as defined in Article 1.2 of the Union-Association Agreement) which runs for a term from May 1, 2000 through April 30, 2005, excluding Article 18-Grievance Procedure which shall be and is hereby replaced by Article 37-Grievance Procedure (non-Association Employer) and including Article 38-Delinquent Payments (non-Association Employer) are hereby adopted by the Company signatory below (not a member of said Association) as its Agreement with the Union, and said Company shall be deemed the "Employer" where such term appears in any applicable provision of said Agreement.

FOR THE EMPLOYER:	FOR THE UNION: Local 786
Name of Company	By: Lou Mazzei
Address	President Title
City	Date
Phone	All affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America
Signature & Title	
Print Name & Title	

MEMORANDUM OF AGREEMENT

BETWEEN

UNION LOCAL 786

AND

MEMBER EMPLOYERS OF THE NORTHERN
ILLINOIS READY MIX
AND MATERIALS ASSOCIATION

The following shall constitute an understanding between the parties effective May 1, 1995 related to the following:

Article 9 - Hours of Work

It shall be understood that the past practices of each Employer of N.I.R.M.M.A. shall prevail as they relate to starting times on Saturdays and Sundays.

Agreed to this 2nd day of May, 1995 by:

FOR LOCAL UNION 786: FOR N.I.R.M.M.A.:

_____ _____

President President

Chairman of Labor Committee

MEMORANDUM OF AGREEMENT
BETWEEN
I.B.T. LOCAL 786
AND
EMPLOYER

The undersigned parties have agreed to the following, effective May 1, 2000, with respect to the performance of night work pursuant to Article 9, Hours of Work, of the Agreement.

WHEREAS, the parties recognize the increased amount of night work performed under the Agreement; and

WHEREAS, the parties wish to clarify the performance of night work pursuant to Article 9, Hours of Work, of the Agreement;

NOW TREREFORE, the parties agree as follows:

I ARTICLE 9 – NIGHT WORK PRICIPLES

1. A day is defined as the twenty-four (24) hour period beginning at 12:00 a.m. and ending at 11:59 p.m. The parties recognize and agree, however, that employees who are working at 11:59 p.m. on day one (1) and continue to work continuously after 12:00 a.m. on day two (2) shall have any continuous hours worked considered a continuation of the previous day. In the event that day one (1) or day two (2) is a Saturday, Sunday or holiday, the applicable premium rate will apply for all hours worked on that Saturday, Sunday or holiday.

2. To the extent any guarantees apply, Group 1, 3, and 4 employees guarantees are based on the day in which the employee has his first start time.

3. An employee has only one start time in any day which is defined as when the employee first begins work that day (except where hours are a continuation from the previous day under Paragraph 1 above).

4. An employee who returns to work in a day in which he has already had a start time is on a callback.

5. An employee starting a day shift shall not receive both overtime and shift differential pay.

II ARTICLE 9 – SCENARIOS

ALL SCENARIOS WITH THE EXCEPTION OF NO.11 ASSUME A MONDAY THROUGH FRIDAY WORK SHIFT. ALL SCENARIOS ALSO ASSUME A GROUP 1 3 OR 4 READY MIX EMPLOYEE.

1. Employee begins work at 6:00 a.m. and works until 2:00 p.m. He is then off from 2:00 p.m. to 8:00 p.m. but is called back and works from 8:00 p.m. to 12:00 a.m.

   - From 6:00 a.m. to 2:00 p.m. the employee is paid at the straight time hourly rate.
   - From 8:00 p.m. to 12:00 a.m. the employee is paid overtime at one and one half (1-1/2) times the straight time hourly rate, not including the $1:80 per hour night shift premium.

2. Employee begins work at 6:00 a.m. and works until 2:00 p.m. He is then off from 2:00 p.m. to 8:00 p.m. but is called back and works from 8:00p.m. to 2:00 a.m. the next day.

   - From 6:00 a.m. to 2:00 p.m. the employee is paid at the straight time hourly Rate.
   - From 8:00 p.m. to 2:00 a.m. the employee is paid overtime at one and one half (1-1/2) times the straight time hourly rate, not including the $1:80 per hour night shift premium.

3. Employee begins his workday at 10:00 p.m. and works until 6:00 a.m. the next day.

   - From 10:00 p.m. to 6:00 a.m. the employee gets his straight time hourly rate plus the $1.80 per hour night shift premium.

4. Employee begins his workday at 7:00 p.m. and works until 1:00 a.m. the next day. He then starts work at 9:00 a.m. and works until 3:00 p.m.

   - From 7:00 p.m. to 1:00 a.m. the employee is paid at the straight time hourly rate plus the $1.80 per hour night shift premium (a total of 6 hours); he then receives two (2) additional hours at the straight time hourly rate, not including the $1.80 per hour night shift premium, to the extent the eight (8) hour guarantee is applied.
   - When the employee commences work at 9:00 a.m. he receives straight time hourly pay, as it is considered a new day and a new start time; although he works six (6) hours and to the extent the eight (8) hour guarantee applies, he receives pay for eight (8) hours, to complete the eight (8) hour guarantee.

5. Employee begins his workday at 4:30 a.m. and works until 7:00 p.m.

   - From 4:30 a.m. to 6:00 a.m. (assuming the employee is a Group I ready mix employee) the employee receives straight time hourly pay plus the $1.80 per hour night shift premium.

- From 6:00 a.m. to 12:30 p.m. the employee is paid at the straight time hourly rate.

- From 12:30 p.m. to 7:00 p.m. the employee is paid overtime at one and one-half (1-1/2) times the straight time hourly rate, not including the $1.80 per hour night shift premium.

6. Employee starts work at 7:00 p.m. and works until 4:00 a.m. the next day.

   - From 7:00 p.m. to 3:00 a.m. the employee is paid at the straight time hourly rate plus the $1.80 per hour night shift premium.

   - From 3:00 a.m. to 4:00 a.m. the employee is paid overtime at one and one-half (1-1/2) times the straight time hourly rate which includes the $1.80 per hour night shift premium (e.g. assuming an over 5 axle rate = $22.48 + $1.80 = $24.28 x 1-1/2= $36.42.

7. Employee starts work at 7:00 p.m. and works until 4:00 a.m. (or 5:00 a.m.) he is then called to work at 6:00 a.m. and works until 10:00 a.m. (or 4:00 p.m.).

   - From 7:00 p.m. to 3:00 a.m. the employee is paid at the straight time hourly rate plus the $1.80 per hour night shift premium. From 3:00 a.m. to 4:00 a.m. (or 5:00 a.m.) the employee is paid overtime at one and one half (1-1/2) times the straight time hourly rate which includes the $1.80 per hour night shift premium.

   - From 6:00 a.m. to 10:00 a.m. the employee is paid at the straight time hourly rate. If he continues to work until 4:00 p.m. he receives straight time up to the eight (8) hour mark and the overtime rate of one and one half (1-1/2) times the straight time hourly rate for hours worked over eight (8)[i.e. from 2:00 p.m. to 4:00 p.m.].

8. Employee starts work at 6:00 a.m. and works until 2:00 p.m. He then returns to work at midnight and works until 6:00 a.m.

   - From 6:00 a.m. to 2:00 p.m. the employee receives the straight time hourly rate.

   - From midnight to 6:00 a.m. the employee receives the straight time hourly rate plus the $1.80 per hour night shift premium. To the extent the guarantee applies, the employee also receives two (2) additional hours of pay at the straight time hourly rate, not including the $1.80 per hour night shift premium, to complete the eight (8) hour guarantee.

9. Employee starts work at 6:00 a.m. and works until 2:00 p.m. He then returns to work at 1:00 a.m. the following day and works until 7:00 a.m.

   - From 6:00 a.m. to 2:00 p.m. the employee receives the straight time hourly rate.
   - From 1:00 a.m. to 6:00 a.m. the employee receives the straight time hourly rate plus the $1.80 per hour night shift premium.
   - To the extent the guarantee applies, from 6:00 a.m. to 7:00 a.m. the employee receives the straight time hourly rate (not including the $1.80) plus an additional two (2) hours pay at the straight time hourly rate (again, not including the $1.80) to complete the eight (8) hour guarantee.

10. Employee starts work at 6:00 a.m. and works until 2:00 p.m. He is then called back and works from 11:00 p.m. until 7:00 a.m.

    - From 6:00 a.m. to 2:00 p.m. the employee receives the straight time hourly rate.
    - From 11:00 p.m. to 7:00 a.m. the employee is paid at the overtime rate of one and one half (1-1/2) times his straight time hourly rate, not including the $1.80 per hour night shift premium. **(Contrast this with scenario no. 8)**

11. Employee works from 12:00 a.m. until 8:00 a.m. He then returns to work at 7:00 p.m. that same day and works until 10:00 p.m.

    - From 12:00 a.m. to 6:00 a.m. the employee receives the straight time hourly rate plus the $1.80 per hour night shift premium.
    - To the extent the guarantee applies, from 6:00 a.m. to 8:00 a.m. the employee receives the straight time hourly rate (not including the $1.80) to complete the eight (8) hour guarantee.
    - From 7:00 p.m. to 10:00 p.m. the employee receives overtime pay at the rate of one and one half (1-1/2) times the straight time hourly rate, not including the $1.80 per hour night shift premium.

12. Employee works from 11:00 p.m. Friday until 12:30 a.m. Saturday morning.

    - From 11:00 p.m. to midnight the employee receives the straight time hourly rate plus the $1.80 per hour night shift premium.
    - From 12:00 a.m. to 12:30 a.m. the employee receives overtime at one and one half (1-1/2) times the straight time hourly rate not including

the $1.80 per hour night shift premium. To th extent the guarantee is applied, it would b applied under the provisions of 9.7-1 because th employee started work on a Friday.

13. Employee works 11:00 p.m. on a Saturday unt 12:30 a.m. on a Sunday.

    - From 11:00 p.m. to 12:00 a.m. employe receives premium pay at one and one half (1-1/2 times the straight time hourly rate.
    - From 12:00 a.m. to 12:30 a.m. the employe receives premium pay at two (2) times th straight time hourly rate.
    - To the extent the guarantee is applied, it would b applied under the provisions of Section 9.7- because the employee started work on Saturday.

14. Employee works 11:00 p.m. on a Sunday until 12:3 a.m. on a Monday.

    - From 11:00 p.m. to 12:00 a.m. the employe receives premium pay at two (2) times th straight time hourly rate.
    - From 12:00 a.m. to 12:30 a.m. the employe receives the straight time hourly rate plus th $1.80 per hour night shift premium.
    - To the extent the guarantee is applied, it would b applied under the provisions of Section 9.7- because the employee started work on a Sunday

III NOTHING CONTAINED HEREIN IS INTENDED TO CONTRAVENE APPLICABLE LAWS OR REGULATIONS.

Agreed to this 1st day of May, 200 by:

For TEAMSTERS UNION LOCAL 786

_____

President

_____

Signature & Title

For the EMPLOYER

_____

EXECUTIVE BOARD
TEAMSTERS UNION LOCAL 786

LOU MAZZEI President
GENE McCARTNEY, Vice President
MIKE YAUGER, Secretary-Treasurer
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