

August 1, 2016 - July 31, 2020

TEAMSTERS LOCAL UNION 326



and

ALLIED DIVISION, DEWEAR
CONTRACTORS ASSOCIATION, INC.
INCLUDING NON-MEMBERS
of the Association

Between

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AGREEMENT

2016-2020

LOCAL UNION NO. 326 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

ARTICLE 1. AGREEMENT

This Agreement is entered into this first day of August 2016, by and between the Allied Division, Delaware Contractors Association, Inc. (hereinafter referred to as the Association), and General Teamsters Local union 326 of Delaware, (hereinafter referred to as the Union).

ARTICLE 2. RECOGNITION

Section 1. Of the Association:

All Employers who have authorized the Association in writing to act as its collective bargaining representative are listed in Appendix A and shall be bound by the provisions of this Agreement for the life thereof. The Association represents that it is duly authorized by those Employers listed in Appendix A to enter into this Agreement, and to bind said members hereto as stated herein. The Union shall be notified within twenty-four (24) hours of any additional individual Employers represented by the Association who elect to be bound by the provisions of this Agreement, and of any employer who withdraws from the Association the authority to continue to act as its collective bargaining representative. No bound employer may withdraw from this Agreement before its termination date. A list Of Employers who are bound by this Agreement, on its effective date is attached hereto as Exhibit A.

Section 2. Of the Bargaining Unit:

There shall be one bargaining unit for all Employers bound by this Agreement for the territorial and work jurisdiction covered herein. That bargaining unit shall be the Allied Division of the Delaware Contractors Association, Inc. which shall include all present and future individual Employers for whom said Association bargains or by whom it has been designated to represent (all hereinafter referred to as Employers).

Section 3. Of the Union:

The Association recognizes the Union as the exclusive representative for all Teamsters and warehousemen (hereinafter referred to as employees) performing work within the territorial and work jurisdiction of the Union and of this Agreement, including but not limited to the classifications as set forth in Article (8) herein. Employers covered herein

shall not include clerical employees, engineers, foremen, general foremen, guards, mechanical superintendents, timekeepers, or any supervisor in charge of any classes of labor.

Section 4. Waiver:

No modification, variation, or waiver of any term or provision herein shall be valid unless agreed upon in writing by both the Employer and the Union.

ARTICLE 3. PURPOSE

The purpose of this Agreement is to set out conditions with respect to hours of work, wages, and other conditions of employment under which employees of the Employer shall work in the trade. The relationship of the parties is fully and exclusively set forth herein, and by no other means, oral or written. Neither the bylaws nor constitution nor trade rules of the Union shall be binding upon the Employer, nor shall anything therein contained affect the right of hiring, or the wages, hours, or working conditions of said employees of the Employer. The Employer agrees not to enter into any agreement with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 4. LEGALITY OF AGREEMENT

Section 1. By Law:

All applicable regulations, rulings, or statutes of any duly qualified governmental body agency shall govern the terms and provisions of this Agreement, its amendment, change, interpretation, and every other thing in relation to its operation and enforcement.

Section 2. By Voidance:

Should any of the terms or provisions of this Agreement be determined to be, or held to be, in contravention of any applicable regulation, or statute of any duly qualified governmental body or agency, any such terms or provision shall be null and void, without thereby affecting any of the other terms or conditions herein. The parties hereto agree, in the event of such occurrence, to meet immediately and if necessary to negotiate substitute provisions for such terms or provisions declared or rendered illegal or invalid. If the parties hereto do not agree to a mutually satisfactory replacement, both parties shall be permitted all lawful economic and/or legal recourse in support of their demands.

Section 3. Liability:

All bound Employers shall in good faith live up to all provisions of this Agreement. The Liability of bound employers shall be several and not joint.

ARTICLE 5. TERRITORIAL JURISDICTION

This Agreement shall apply to and be effective within the State of Delaware and those areas of Pennsylvania and Maryland adjacent thereto.

ARTICLE 6. WORK JURISDICTION

Section 1. Building Construction:

This Agreement shall apply to all building construction work performed at the locations listed below by employees of the employer who are covered herein when said employees operate trucks in servicing employer's projects, except when pick up trucks are used for transporting personnel and/or tools, or when a truck is used as a service vehicle by tradesman on a small project. This Section shall apply to all vehicles hauling material to or from a contractor's yard or warehouse to or from a stock pile, to or from a job, for stock delivery purposes of a job, and to all earth moving when such is performed on a project where the building construction rates are specified rates, or when done in conjunction with and as a part of the contract for the raising of a building.

1. Automobile Plants: For example, General Motors/ Daimler Chrysler or any other name they may be changed to in the future.
2. Oil Refinery's or projects connected with such: For example, Valero / Connective etc.
3. Any project performed under the General Presidents Agreement or other like National Agreements.

Section 2. Heavy, Highway & Railroad Construction:

This Agreement shall apply to all Heavy, Highway, and Railroad Construction work performed by employees of the Employer who are covered herein. Heavy, Highway, and Railroad Construction work as defined herein shall include, but shall not be limited to, all earth moving, except as specified in Section 1 above, the construction of airports, alleys, athletic fields, breakwaters, channels, channel cutoffs, dams, dikes, docks, drainage projects, dredging projects, driveways, duct lines, elevated highways, fences, golf courses, guard rails, harbors, highways, highway bridges, industrial sites, intakes, jetties, levees, parkways, pipelines, railroad and street railroad projects, railroad bridges, reclamation projects, revetments, roads, sewers, shafts, sidewalks, streets,

subways, track elevations, transmission lines, tunnels, viaducts, water mains, water power developments, water supply projects, and the wrecking and demolition of existing structures.

Section 3. Material Supply/Heavy, Highway & Railroad Construction:

For purposes of this Section, material shall be defined as dirt, sand, stone, gravel or other aggregate of similar composition extracted from a quarry, sand pit, or borrow pit. Extracted material shall not be that which has been removed from a site and stock piled at another for future use on the same site from which it was removed. Also recognized, as material under this provision shall be fly ash and plant mix asphalt. For purposes of this Section, supply shall be defined as the transportation upon public highways from a quarry, sand pit or borrow pit (plant of manufacture for fly ash and plant mix asphalt), to a job site or other point of destination, with no material of any type being transported from the job site or point of destination.

Should any type material be transported from the job site or other point of destination, the employee(s) involved shall be compensated in accordance with Sections 1 & 2 of this Article and the full applicable hourly rate provided for in Article (8), Sections 2 & 3, Wage Groups (1), (2) & (3).

This provision shall not deprive a senior employee the right to work in any of the above referenced operations simply to allow the Employer use of an employee at the rate provided for in Article (8), Section 3, Wage Group (5).

Section 4. Penalty Provision:

The operation of trucks as defined in section 1 and 2 above shall be, and shall continue to be, performed by employees covered herein. It is understood that this provision shall apply to all employees covered by this Agreement. In the event that such work is performed by employees other than those covered herein, said action shall, if established as actually have occurred, subject the said employer to penalty pay on the following basis:

A. An employee covered by this Agreement shall be paid on the same basis as if he had actually performed the work, that is, for the actual time worked, but in no event less than eight hours. The name, address, and social security number of such employee shall be furnished to the Employer by the Union.

B. When there is a dispute as to whether or not a violation of this section has actually occurred, the questions of fact shall be found by an arbitrator who is to be selected by the Union and the Association in accordance with the procedures provided in Article (14), Section 3B. If after said finding of fact, a violation is found to have occurred the penalty shall be assessed and paid as per subsection (A) above. The losing party shall bear the entire cost of the arbitrator, if any.

Section 5. General Application:

This Agreement shall apply to the transportation of all building and excavating equipment and materials hauled by the employer including, but not limited to, all parts for equipment under Teamster jurisdiction, bricks, bulldozers, cement blocks, compressors, cranes, doors, fuel, hoisting engines, lumber, materials removed from roads, plowing and removal of snow when done with equipment covered by this Agreement, sand shovels, solid asphalt material, stone, structural steel, water, windows, and generally to the operation of a truck for any purpose, except as specifically excluded in Section 1 above. In the event that work as defined in Section 1 and/or 2 above, or in this Section, has been performed by someone other than an employee covered herein, and whether or not the penalty provision provided for in Section 3A and B above has been applied, said work jurisdiction shall nevertheless be and remain that of the Union and of employee members of same covered herein. The execution of this Agreement on the part of the Employer shall cover all operations of the Employer, when the Employer engages in operations requiring the use of employee classifications provided for herein.

All operations and work covered herein shall be performed exclusively by employees covered by this Agreement, except as specifically provided elsewhere in this Agreement. In operations where drivers, shop employees and mechanics are represented by the Teamsters, the operation of all trucks shall be the exclusive priority of the Truck driver Classification, provided, however, the Tire Truck and Combination Fuel/Grease Truck shall be the exclusive priority of the Mechanic/Shop Classification.

Section 6. Internal Jurisdictional Disputes:

In the event that there shall be any dispute concerning jurisdiction regarding the assignment of work between the Union and any other Union of the International Brotherhood of Teamsters, the same shall be submitted for determination to the construction Division of the Joint Council of the International.

ARTICLE 7. TERM

The term of this Agreement shall be from **August 1, 2016 through July 31, 2020** and from year to year thereafter, unless notice of change or termination is given in writing by either party to the other at least sixty (60) days prior to such anniversary date. Until a satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect.

**ARTICLE 8.
WAGES, FUNDS AND COLLECTION THEREOF**

Section 1. Straight Time wages:

Beginning **August 1, 2016** through **July 31, 2017**, unless otherwise noted in this agreement, straight time wages shall be maintained at the hourly rate, which is indicated below, and shall hereinafter be referred to as the base wage rate. This rate shall apply to all time worked during the straight time hours of work, Monday through Friday. Effective **August 1, 2016** the Health & Welfare Fund contribution rate shall be the amount indicated in Section 8 of this Article. Effective **August 1, 2016** the Pension Fund contribution rate shall be the amount indicated in Section 9 of this Article. Effective **August 1, 2017**, there shall be **\$1.10** per hour increase in the health & welfare and/or the pension fund and/or hourly wages as allocated by the Union. Effective **August 1, 2018**, there shall be **\$1.10** per hour increase in the health & welfare and/or the pension fund and/or hourly wages as allocated by the Union. Effective **August 1, 2019**, there shall be **\$1.20** per hour increase in the health & welfare and/or the pension fund and/or hourly wages as allocated by the Union.

Section 2. Building Construction Wages:

CLASSIFICATION	WAGES
	8/1/16
Wage Group 1.	\$26.36
Dump Trucks (single axle)	
Dumpsters	
Escort and Pilot Vehicles	
Flatbed Material Trucks (straight jobs)	
Fork Lifts	
Form Trucks	
Greasers/Steamers	
Material Checkers and Receivers	
Panel Trucks	
Pickups	
Rubber-Tired (towing or pushing flatbed vehicles)	

Tire men and Truck Mechanic Helpers
Truck Helpers
Truck Mechanic Helpers & Trainees
Warehousemen
Yardmen
Confined Space Attendant / Refinery Work

Wage Group 2.

\$26.81

A-Frame
Agitator or Mixer Trucks
Asphalt Distributor Trucks
Dispatcher
Low Boy Trucks
Semi-Trailers
Tandems and Batch Trucks
Truck Mechanics Second Class (needs direction)

Wage Group 3.

\$26.91

Euclid Type or Similar off-Highway Equipment
(Where not self-loaded)
Off-Highway Tandem Back-Dump
Specialized Earth Moving Equipment
Truck Mechanic First Class (need no direction)
Twin Engine Equipment and Double-Hitched Equipment
(Where not self-loaded)
Steward
Fuel truck, Combination Fuel/Grease Truck, Tire Truck Sprinkler Truck,
Water Tank, and Winch Truck shall be governed by appropriate group
according to axle. i.e., single axle, three axle, Euclid or Semi.

Wage Group 4.

Mechanic trainee (substantially or totally lacking in
Heavy equipment mechanical repair experience)

First Three Months	Sixty percent of Group I rate
Second Three Months	Seventy percent of Group I rate
Third Three Months	Eighty percent of Group I rate
Fourth Three Months	Ninety percent of Group I rate

Truck Mechanics Second Class, which shall include all shop employees, with the exception of Greaser /Steamers and the Tire Man, will proceed to Wage Group (3) status two (2) years from the date they entered Wage Group (2) status. However, the process may be accelerated by the Employer if the employee demonstrates an ability commensurate with that of a First class Mechanic.

Section 3. Heavy, Highway, and Railroad Construction Wages:

CLASSIFICATION	WAGES
Wage Group 1.	8/1/16 \$25.81
Dump Trucks (single axle)	
Dumpster	
Escort and Pilot Vehicles	
Flatbed Material Trucks (straight jobs)	
Greasers/Steamers	
Material Checkers and Receivers	
Panel Trucks	
Pickups	
Rubber-Tired (towing or pushing flatbed vehicles)	
Tire men and Truck Mechanic Helpers	
Truck Helpers	
Truck Mechanic Helpers & Trainees	
Warehousemen	
Yardmen	
Wage Group 2.	\$25.96
A-Frame	
Agitator or Mixer Trucks	
Asphalt Distributor Trucks	
Dispatcher	
Low Boy Trucks	
Semi-Trailers	
Tandems and Batch Trucks	
Truck Mechanics Second Class (needs direction)	
Wage Group 3.	
Euclid Type or similar Off-Highway Equipment (Where not self-loaded)	\$26.06
Specialized Earth Moving Equipment	
Truck Mechanics First Class (needs no direction)	
Twin Engine Equipment and Double-Hitched Equipment (Where not self-loaded)	
Steward	
Fuel Truck, Combination Fuel/Grease Truck, Tire Truck Sprinkler Truck, Water Tank, and Winch Truck shall be Governed by the appropriate group according to axle. i.e., single axle, three axle, Euclid or Semi.	

Wage Group 4.

Mechanic trainee (substantially or totally lacking in Heavy equipment mechanical repair experience)	
First Three Months	Sixty percent of Group I rate
Second Three Months	Seventy percent of Group I rate
Third Three Months	Eighty percent of Group I rate
Fourth Three Months	Ninety percent of Group I rate

Truck Mechanics Second Class, which shall include all shop employees with the exception of Greaser/Steamers and the Tire men, will proceed to Wage Group 3 status two (2) years from the date they entered Wage Group 2 status. However, the process may be accelerated by the Employer, if the employee demonstrates an ability commensurate with that of a First class Mechanic.

Wage Group 5.

On the effective date of this Agreement, all probationary employees hired on or after May 1, 1986 as a truck driver, actively and exclusively employed in material Supply and/or Heavy and Highway operations as defined in Article (6) Sections 2 & 3, shall receive hourly compensation as provided below, provided the employee has not previously worked in the industry or any Employer that is, or has been at any time, signatory to this Agreement.

- 1) Effective the first day of employment - 75% of the current, applicable Heavy, Highway & Railroad hourly rate. (Applicable shall be governed by the appropriate group according to axle, i.e., single axle, Euclid or semi.)
- 2) Effective upon acquiring seniority - 80% of the current, applicable Heavy, Highway & Railroad hourly rate.
- 3) Effective the first anniversary of acquiring seniority - 90% of the current, applicable Heavy, Highway & Railroad hourly rate.
- 4) Effective the second anniversary of acquiring seniority - 100% of the current, applicable hourly rate.

The term "current rate" is the applicable hourly rate of pay for the job classification including all wage adjustments payable under this Agreement.

A probationary employee hired and working after May 1, 1986, under the provisions of this Section shall, upon his first anniversary date of employment, and thereafter, be entitled to receive all personal holidays as provided for, and in accordance with the provisions of Article (9), Section 6. This provision shall not apply to those holidays specifically named in Article (11), Section 6.

The Employer shall be required to notify the Local Union in writing on a monthly basis as to the hourly rate being paid to each regular and probationary employee.

A probationary employee hired after May 1, 1986 under the provisions of this Section and compensated under the progressive system as provided for in this Section, if terminated or separated from employment for any reason and rehired at a later date, employed under the specified conditions herein, shall upon rehire be compensated at the hourly rate, and progress thereafter through the wage scale consistent with the amount of service previously enjoyed.

This provision shall apply specifically and only to those Employers that have members of the Local Union on their active payroll and active seniority list as of May 1, 1986.

The Employer shall not deny work opportunity to employees previously employed in the industry for purposes of evading or circumventing the full hourly rate responsibility. Disputes concerning this matter may be processed through the grievance and arbitration procedure.

Section 4. Mechanics' Allowance and Tools:

In addition to the base wage rate specified herein, all shop employees covered herein shall receive an additional \$.25 per hour tool allowance. The Employer shall provide all hand tools over three quarters of an inch, and all power tools necessary, whatever the source of power, for mechanic employees to perform their duties in a competent manner. Any shop employee who is called to work, or who actually does begin to work on any day, shall be guaranteed not less than eight hour's pay for that day.

Section 5. Fringe Benefit Option:

At the option of the Union, the Association agrees that portions of the base wage rate or increases specified above may be applied to the Health and Welfare, or Pension Funds, or the Union Dues Checkoff. It shall be the responsibility of the Union to advise the Association in writing of its decision to distribute wages as permitted above at least thirty days before any such increase. At the option of the Association, the industry Advancement Fund may be increased during the life of this Agreement. Said increase shall be from the funds of the employer, and shall in no way affect the employee base wage rate and fringes specified herein.

Section 6. Classification:

When an employee works in more than one classification during any one day, he shall be paid the wage rate of the highest classification in which he worked, for all hours worked on that day.

Section 7. New Classification:

When new types of equipment, operation and/or classification covered by the work jurisdiction of this Agreement are either used or put into effect during the term of this Agreement, and for which no classification or rates have been fixed herein prior to the effective date of this Agreement, said new classification(s) shall be subject to negotiation between the parties. The classification(s) and/or rates resulting from such negotiation shall be effective as of the date such equipment and/or operation was used or put into effect. In the event that the parties hereto cannot agree to such classification(s) and/or rates within thirty days after the request by either party for negotiation of same, the question shall be resolved according to the arbitration procedure specified herein. In any event the agreed upon rates of pay shall be retroactive to the first use of or first effect of said equipment and/or operation by the employer in question.

Section 8. Health & Welfare:

In addition to the base wage rate, the Employer agrees to contribute to the Teamsters Health and Welfare Fund of Philadelphia, Pa. and Vicinity effective August 1, 2016, (\$8.6975) per hour for each hour worked by his employees who are working under this Agreement, whether or not such employees are members of Local 326. Effective August 1st, of each year of the contract the contribution may increase as directed by the Union in accordance with Article (8), Section 1. In calculating contributions, payments shall not exceed a maximum of eight (8) hours per day of forty (40) hours per week. The Fund shall be administered as a Trust, and both the Association and the Union shall be represented by an equal number of Trustees. Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement, rules, and regulations shall not be inconsistent with this Agreement. It is understood that each Employer shall be required to pay to the Teamsters Health and Welfare Fund of Philadelphia, Pa and Vicinity, upon proof of an employee's claim being rejected, such daily contributions as required to continue each employee's eligibility for Health and Welfare benefits under the terms and conditions set forth by the Trustees of said Fund, and in the amounts set forth herein, for the duration of said employee's eligibility on the employer's seniority list, or for the length of service, if less than one year. Payments shall be made in accordance with Article (8), Section 13.

Section 9. Pension:

In addition to the base wage rate, effective August 1, 2016, the employer agrees to contribute to the Teamsters Pension Fund of Philadelphia, Pa. and Vicinity (\$6.485) per hour for each hour worked by his employees who are working under this Agreement, whether or not such employees are members of Local 326. Effective August 1st, of each year of the contract the contribution rate may increase as directed by the Union in accordance with Article (8), Section 1. In calculating contributions, payments shall not exceed a maximum of eight (8) hours per day of forty (40) hours per week. The Fund

shall be administered as a Trust, and both the Association and the Union shall be represented by an equal number of Trustees. Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing this Fund, provided that such Trust Agreement, rules, and regulations shall not be inconsistent with this Agreement. Payments shall be made in accordance with Article (8). Section 13.

Effective May 1, 2001, the Employer will make pension contributions for vacation days and personal holidays, to a maximum of one hundred and seventy-six (176) hours per year, for any employee who has not reached eighteen hundred (1,800) hours, but has worked a minimum of sixteen hundred and thirty-four (1,634) in the calendar year. (For example, the 2001 contribution will be made in January 2002.)

Section 10. Deductions:

Dues Check-off: The Employer agrees to deduct from the base wage rate for regular monthly Union dues, initiation fees, uniform assessments and/or political action committee contributions an amount to be specified by the Union from the second pay check each month of every employee who is working under this Agreement and who has signed and delivered to the Employer the proper legal authorization for such deductions. Said dues, initiation fees, uniform assessments and/or political action committee contributions of the Union shall be remitted to said Union. Payments shall be remitted to said Union prior to the end of the month in which the deduction was made. In the event that an employer has been determined to be in violation of this Section by the decision of an appropriate grievance committee, said Employer shall be assessed ten percent (10%) liquidated damages for the violation in question. Thereafter, if an Employer is in violation of this Section, said Employer shall be assessed ten percent (10%) liquidated damages for each violation, and if such Employer subsequently refuses to comply after receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may strike to enforce this Section.

B. Credit Union Checkoff: The Employer agrees to deduct on a weekly basis, from the base wage rate for any one Credit Union as designated by the Local Union, an amount specified by any employee who is working under this Agreement, and who has signed and delivered to the Employer the proper legal authorization for such deduction. The weekly amount once specified cannot be changed for a period of six (6) months. An individual may withdraw from the Credit Union deduction plan anytime during the year. However, re-enrollment may only be made after six (6) months from the date authorization was withdrawn. It is further provided that Credit Union deductions will only be made in the weeks the employee has sufficient monies earned, recognizing that Union dues shall have first priority. Payments shall be forwarded to the Credit Union on a timely basis as required in Article (8), Section 13. In the event that an Employer has been determined to be in violation of this Section by the decision of an appropriate grievance committee, said Employer shall be assessed ten percent (10%) liquidated damages to be applied to the employees, accounts on a pro-rata basis. Thereafter, if an Employer is in violation of this Section, said Employer shall be

assessed ten percent (10%) liquidated damages for each violation, to be applied as provided above, and if such Employer subsequently refuses to comply after receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may strike to enforce this Section.

Section 11. Industry Advancement Fund:

From his own funds the Employer agrees to contribute to an Industry Advancement Fund eight-tenths of one percent (.8%) of the total wages and contributory fringes paid for each hour worked by his employees who are working under this Agreement, whether or not such employees are members of Local 326. In calculating contributions, all fractions of hours shall be paid for as full hours. Overtime hours shall be paid at the straight time rate. The Fund shall be administered for purposes and under conditions as set out in a separate Employer Trust Agreement governing said Fund. Employers bound by this Agreement are also bound by any rules or regulations contained in the Trust Agreement governing the Fund. Payments shall be made in accordance with Article (8), Section 13. At the option of the Association, the Industry Advancement Fund may be increased during the life of this Agreement, said increase shall be from the funds of the Employer, and shall in no way affect the employee base rate and fringes specified herein.

Section 12. Payment Bonds:

Reasonable payment bonds may be required from bound Employers at the discretion of the trustees of any Funds in this Article as specified in Article (9), Section 9 herein.

Section 13. Payments:

A. Reports and Payment Due: All reports and fund payments required in Article (8) are due by the fifteenth day of the month following the period covered by such reports, and shall be accompanied by forms to be supplied by Local 326. Said forms shall contain such information concerning the details of the payments and hours worked by covered employees as is necessary for the sound administration and operation of the Funds. Reports and payments received in the office of the appropriate Fund Administrator after the fifteenth day of the month following the period covered are delinquent and shall be subject to liquidated damages of ten percent (10%) of the total amount due for said period to each fund (minimum of \$10.00). When an Employer initially becomes delinquent and should the Employer continue delinquent in his reports and payments to the Fund as herein mentioned, the Union shall have the right to withhold employees covered by this Agreement from the Employer, and the Employer shall, nevertheless, be obligated to continue the employees' wages and fringes at the straight time rate until such time as the delinquent reports and payments have been made in accordance with the above provisions, the no-strike clause of this Agreement notwithstanding, except:

1. No employee shall be withheld from an Employer under this Section until (a) the administrator of the Funds shall first communicated by certified or registered mail with said Employer apprising him of the delinquency or arrearages, and (b) in the event that said Employer fails to satisfy all his obligations to the Fund(s) after receiving notification from the office of the administrator, the administrator of the fund(s) shall contact the Employer and make arrangements for the immediate payment of all monies due the Fund(s). Copies of the delinquency notification shall be sent by the appropriate administrator to the Union at the same time said notice is sent to the delinquent Employer. In the event that the delinquent Employer shall not have satisfied his total obligations to the Fund(s) within three (3) working days following receipt of his delinquency notice from the office of the administrator of the Fund(s) as herein provided, the Union shall have the right to withhold its employees as is more fully set forth herein, and in such event the Union shall not be required to invoke or resort to the arbitration procedure specified in this Agreement. In the event that the trustees or administrator of any Fund deem same desirable, they shall have the right to request within ten (10) days from receipt of written notice a certified audit of the Employer's payroll records in question covering employees working under this Agreement. Should the initiation of enforcement action be required to collect arrearages, debts, deficits, and liquidated damages as specified herein, the delinquent Employer shall also be responsible for paying any such collection expenses, including but not limited to, attorney and accountant fees incurred by Trustees, even though no legal actions are actually instituted.

B. Trust Agreements: All individual Employers bound by this Agreement hereby authorized the Association to enter into appropriate Trust Agreements necessary for the administration of Funds contained herein.

C. Leave of Absence: If an employee is granted a leave of absence, for other than alcohol and/or drug rehabilitation, the employee shall have the option to pay the Employer, sufficient monies each month to pay the required contributions into the Health & Welfare and Pension Fund during the period of absence.

D. Leased Equipment: Any employee working under this Agreement who is assigned by his Employer for any period of time to equipment leased by or rented to a second Employer when said equipment is used by a non-union or non-affiliated Employer shall, for Fund purposes continue to be the employee of the equipment owner, and said owner-employer shall be responsible for all Fund payments for such employee throughout any such lease or rental period.

E. Owner-Operators: There shall be no Health and Welfare or Pension deductions made from the wages of owner-operators of equipment leased or rented by an Employer bound hereto, regardless of whether the equipment rental is at the base wage rate or more, and regardless of the manner of computation or owner-operator compensation.

ARTICLE 9.
HOURS OF WORK, OVERTIME, SHIFT WORK AND PAYMENT OF WAGES

Section 1. The Work Week:

The workweek shall commence at 12:01 A.M. Monday and end at 12:00 midnight the following Sunday.

Section 2. Daily Straight Time Hours of Work:

Unless otherwise noted in this agreement, eight hours shall constitute a day's work, and such shall be made between 7:00 A.M. and 5:00 P.M., Monday through Friday. Furthermore, the company may establish a daily straight time hourly workweek beginning at 6:00 a.m. for a particular project or job site to address operational needs. I minimum of seven days notice must be given to the Local Union prior to implementing the 6:00 a.m. regular start and such schedule must remain in effect for minimum of one week. The starting time for employees shall not be later than 9:00 A.M., weather permitting. Employees shall be at their place of work and prepared to begin work at their starting time. The workday shall be interrupted by a meal period without pay of one-half hour, which shall be between the fourth and sixth hours after the straight time hours of work begin on a given day. On over the road - as opposed to job site - driving, meal stops shall be made at an accessible eating-place of the employee's choice en route between point of departure and point of delivery. In the event that there is no accessible eating-place en route, a mutual arrangement shall be made between the Employer and the Union. On over the road operations - as opposed to job site driving - employees, upon leaving the Employer's report in facility, must report directly to their initial dispatch point prior to stopping for any personal breaks.

Section 3. Call for Men:

A. When a regular day shift is used, employees shall be assigned a definite time to report for work, and any employee who so reports, unless otherwise advised by 5:00 P.M. the previous day, shall be entitled to one hour of work or pay, except as provided for in Article (8), Section 4. Time worked after one hour shall be compensated for actual hours worked, except as specified in Article (8), Section 4 and Article (10), Section 20G herein. If an employee shows up for work as provided in this Section, is sent home and later recalled, his starting time shall revert to his original punch in or reporting time that day.

B. If any employee isn't working for any reason on any workday, it shall be the employee's responsibility to contact the Employer by phone after 5:00 P.M. on the day he is not working for scheduling instructions, including a definite time to report for work. Employees who qualify for early starting time assignment by virtue of their seniority position shall be so notified of the opportunity by the Company.

C. Provided however, if an employee is not afforded work opportunity for ten (10) consecutive workdays, the employee's obligation to contact the Company shall be suspended and it shall then be the obligation of the Employer to notify the employee when work is available.

Section 4. Coffee Break:

Employees on building construction only shall be allowed to take a fifteen-minute rest period in the middle of each one-half work shift. If required to work more than ten hours, employees shall be allowed to take a thirty-minute rest period. All rest periods are paid for at the applicable hourly rate. Employees shall be subject to appropriate loss of pay for abuse of the time provisions of said rest periods. Provided, however, before the Employer may deduct any earnings from an employee's pay, an employee so accused of abuse of time shall be confronted with the allegation and facts within twenty-four (24) hours of the period during which the alleged time abuse occurred, with a meeting required between the Employer representative, the employee and the shop steward to review the facts of the allegation within forty-eight (48) of the period during which the alleged time abuse occurred. Failure of the Employer to follow the above procedure shall null and void any action against the employee.

Section 5. Funeral Leave:

Effective May 1, 1976 and in the event of the death of an employee's children, parents, parents in-law, brother, sister, or spouse. The employee shall be paid for eight hours at the regular straight time base wage rate for work time lost in each occurrence, i.e., for each death or multiple death at a given point in time. The relatives designated shall include brothers and sisters having one parent in common, and those relationships generally called "step". Said payment shall not exceed three workdays per occurrence. In the event of the death of an employee's grandparent, the employee shall be paid for one workday under the terms specified above. In each such case, no payment shall be made unless proof of death is presented to the Employer. Proof shall consist of a copy of the death certificate and a dated copy of an obituary notice from an identified newspaper in which the relationship between the employee and the decedent is specified or other satisfactory proof.

Section 6. Holidays:

A. The following holidays shall be observed, and shall be paid for when not worked on the basis of eight straight time hours for each holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays specified in this Section shall be celebrated in accordance with the Federal Monday Holiday Act, PL 90-363, Section 6103. and Title I. Chapter.5, Section 501 of the Delaware Code. (Holidays falling on Saturday shall be observed on the preceding Friday, and holidays falling on Sunday shall be observed on the following Monday.)

B. When any of these six holidays falls during the regular straight time hours of work, that is Monday through Friday, seniority employees shall be paid for eight hours at their regular straight time base wage rate, provided said employee works his last scheduled work day prior to the holiday, or his first scheduled work day following the holiday. An employee shall not be denied his holiday pay if he was unable to work on his last scheduled work day prior to the holiday or his first scheduled workday after the holiday but could not actually work due to weather conditions.

C. Temporary or probationary employees that have not as yet acquired seniority shall be entitled to holiday pay if they work either the scheduled work day that precedes or follows a holiday. The Employer shall not lay off non-seniority employees on the preceding and following scheduled workdays as a subterfuge to avoid holiday pay.

D. Employees ordered to work on holidays falling during the regular straight time hours of work, Monday through Friday, shall be paid at twice the base wage rate, plus the holiday pay (a total of three times the base wage rate.) Overtime worked by employees on any of the aforesaid days shall be paid at two times the base wage rate.

E. Employees ordered to work on holidays falling on Saturday, but observed on the preceding Friday, shall be paid at twice the base wage for work performed on Friday, plus the holiday pay (a total of three times the base wage rate.) Overtime worked by employees shall be paid at two times the base wage rate. Work performed on the Saturday holiday itself shall be paid at one and one-half times the base wage rate for all hours worked until midnight, thereafter the Sunday rate shall apply.

F. Employees ordered to work on holidays falling on Sunday, but observed on the following Monday, shall be paid at twice the base wage rate for work performed on Monday, plus the holiday pay (a total of three times the base wage rate.) Overtime worked by employees shall be paid at two times the base wage rate. Work performed on the Sunday holiday itself shall be paid at twice the base wage rate for all hours worked until midnight, thereafter the holiday rate shall apply.

G. Employees who have worked at least one hundred days for an Employer during a calendar year shall receive pay by Christmas for all six of the holidays specified above, whether they were employed or qualified as aforementioned or not. Employees who have worked less than one hundred days for one Employer, but have worked at least one hundred days in the industry, for more than one Employer during a calendar year shall receive pay by Christmas Day for all of the holidays specified above, whether they were employed or qualified as aforementioned or not. Holiday pay owed an employee under the provisions of the preceding sentence shall be pro-rated among his Employers during the current year. However, said employees shall

not collect holiday pay from more than one Employer for the same holiday. If any Employer fails to provide timely payment of his pro-rata share of any holiday(s), the Union may take any legal and/or economic action in support of their position. If employees are withheld in support of the Union's position, the conditions of Article VIII, Section 13 shall apply. For purposes of this section, any day for which an employee is compensated for any time at all, including show up time, shall be recognized as a day worked in computing days worked for the year.

H. In addition, each employee shall be entitled to two personal holidays with pay in each six-month period. I.e., from January 1 to June 30, and from July 1 to December 31, providing said employee was on an Employer's seniority list at any time during the period in which the holidays can be taken. Effective January 1, 1983, each employee who has worked at least 400 hours for the Employer during the preceding calendar year (January through December) shall be entitled to one additional personal holiday in each six month period, providing said employee is on the Employer's seniority list at any time during the period in which the holidays may be taken. Personal holidays shall be scheduled in the spirit of Section 9 C below. Holidays shall be computed at eight hours each in determining the hours in such week for which the employee is entitled to be compensated at the overtime rate.

I. A probationary employee hired and working after May 1, 1989, under the provisions of this Agreement, shall not be entitled to personal holidays until after his first anniversary date of employment. Thereafter, the employee shall be entitled to receive all personal holidays as provided for in accordance with Section 6 H. above. This shall apply to personal holidays only, and shall not affect any other holidays provided for in this Agreement.

J. The above provision, 6 I. shall apply exclusively, specifically and only to those Employers in signed agreement with the Local Union, and who have members of the Local Union on their active payroll and active seniority list as of May 1, 1989.

Section 7. Overtime:

All time worked in excess of eight straight time hours a day during any twenty-four hour period; before 7:00 A.M. or after 5:00 P.M. on weekdays; or in excess of forty hours in any one week, Monday through Friday, shall be paid at one and one-half times the base wage rate except as otherwise provided herein and in Section 6 above and Section 8 below. All work performed on Sundays shall be paid at twice the base wage rate. Employees may be required to work up to ten hours per day. Work in excess of ten hours per day shall be at the option of the employee.

Section 8. Shift Work:

If the Employer so elects, he may work either two or three shifts in a twenty-four hour period. All shift work shall be between midnight Sunday and midnight Friday. When two

shifts are employed, they shall be of equal duration and at the same rate. When three shifts are employed, the first shift shall begin at midnight, shall work seven hours, and shall receive eight hours, pay. The second shift shall be the regular straight time hours of work from 8:00 A.M. to 4:30 P.M., shall work eight hours, and shall receive eight hours, pay. The third shift shall be from 4:30 P.M. to midnight, shall work seven hours, and shall receive eight hours, pay. Shift work performed on holidays specified herein, Saturdays, Sundays, beyond the regular shift hours, or during the meal period shall be paid for at the overtime rate as specified in section 7 above at all times. There shall be a half hour meal period without pay on each shift. Shift arrangements other than the aforementioned shall be agreed upon between the Employer and the Union.

Section 9. Vacation Pay:

A. Every employee covered herein and on an employer's seniority list shall receive a one-week uninterrupted paid vacation each year provided that each said employee meets all qualifications specified herein. To qualify for said vacation, an employee shall be continuously in the employ of the Employer and shall have at least one year of service with said Employer. The qualifying year shall be measured from an employee's anniversary date of employment.

B. There shall be no pro-rata share of paid vacation except upon discharge, retirement, or voluntary quit, and in such cases the employee must otherwise qualify for said paid vacation. Pro rata vacation shall be computed as follows: The total number of days worked (including days paid as holidays) shall be divided by the total number of possible workdays. The resulting figure shall be multiplied by the full vacation amount, which final figure shall be the pro rata vacation due. E.g., 112 days worked divided by 130 total possible workdays in the anniversary year to that point in time = .86 factor. Forty hours x the straight time base wage rate x .86 = pro-rata vacation due.

C. The vacation period of each qualified employee shall be scheduled according to seniority preference, unless an exception is mutually agreed to by the employee, the Employer and the Union. While due regard shall be given to the efficient operation of the Employer's business, it is understood that employees shall have the right to schedule their vacations at any time throughout their anniversary year. Furthermore, there shall be a minimum of five percent and maximum of ten percent of the total number of employees in each classification entitled to be on vacation at the same time.

D. Should one of the holidays specified herein fall within an employee's vacation period, the employee shall receive an additional day off with pay. Said day shall be the first scheduled straight timework day following the employee's vacation week(s). Provided, however, if all regular seniority employees are scheduled for work, or have been offered work opportunity on the first scheduled straight time work day following an employee's vacation, the employee shall have the option of working at the bottom of the seniority list that day, or accepting the day off with pay.

E. Vacation pay shall be paid to employees not later than the last workday before a scheduled vacation period. Such pay shall consist of forty hours (or pro rata thereof if applicable in accordance with subsection B above) times each employee's regular straight time base wage rate.

F. Every employee covered herein as stated in this section and who has five years or more on an Employer's seniority list, shall receive a second week of paid vacation each year as stipulated herein beginning with all employee anniversary years on or after May 1, 1980. I.e., effective May 1, 1980, all employees with five years or more seniority on an employers seniority list shall be entitled to two weeks of paid vacation per year. Those employees attaining five years seniority after May 1, 1980, shall be entitled to their second week of paid vacation effective immediately upon attaining such seniority.

Section 10. Wage Payments:

An itemized statement of hours worked, wages earned, and tax and other deductions made shall accompany the net wages paid. All deductions shall be listed separately. Employees shall be paid on a specific day each week during normal working hours. Once established, payday may not be changed without the approval of the Union. Employees who are available and ready for work, but who are not worked on payday shall be paid by 9:00 A.M. All wage and fringe payments shall be by check, except when the Union has cause to doubt the financial responsibility of the Employer. In all such cases, wage and fringe payments shall be in cash. When, through no fault of their own, employees are not paid within one hour when laid off or discharged, they shall be paid waiting time until paid, at the straight time base wage rate, except where the delay is for reasons beyond the Employer's control, i.e., an accident, robbery. Such waiting time shall not exceed four hours. Employees who quit on their own accord shall wait to be paid until the next regular pay day.

Section 11. Bonding:

All Employers who are not members of the Association shall be bonded in amount sufficient to cover the maximum weekly payroll for the duration of the job, or for a minimum period of one month, whichever is lesser. Non-members shall also be bonded to cover maximum fringe payments for the duration of the job, or for a minimum period of two months, whichever is lesser. The Union shall have the right to require proof of bond coverage.

ARTICLE 10. WORKING CONDITIONS

Section 1. Compensation Claims:

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due as required by law. In the event an employee is injured on the job, the employee shall receive a full days, pay on the day of the injury when lost time is medically excused.

Section 2. Discharge or Suspension Warning:

Before discharging or suspending an employee, the employer shall give said employee at least one written warning notice in writing of alleged improper conduct, and a copy of said warning shall be mailed to the Union on the same day it is given to the employee. No warning notice shall be required, however, if an employee is to be discharged or suspended for the carrying of unauthorized passengers in an Employer's vehicle; proven theft or dishonesty (this is not intended to mean oral dishonesty); use, possession, distribution, sale or offering for sale any intoxicants, narcotics (other than use or possession of narcotics in medicines prescribed by a physician, or available over-the-counter), or other illegal drugs, marijuana, or any hallucinogenic agents on company property or while in possession of or operating a company owned motor vehicle; the calling of an unauthorized strike or walkout; or the unprovoked assault on an Employer or an Employer's representative during working hours. Said warning notice shall not remain in effect for a period of more than nine months from the date of issue.

Section 3. Discharge or Suspension:

The employer shall not discharge or suspend an employee without just cause. Except where the provisions contained herein provided for immediate discharge, the Employer shall not discharge or suspend an employee without first having notified the Union by telegram of his intended action. A representative of the Union shall be in personal contact with and shall make himself available to the Employer within twenty-four hours after the receipt of the telegram from the Employer for the purpose of discussing the proposed discharge or suspension. If there is no response from the Union within the twenty-four period, the Employer may take appropriate action of his choosing, subject only to appeal through the grievance procedure provided herein. Any violation of this exact procedure shall automatically reinstate the employee(s) involved with full seniority and compensation for all lost earnings and shall completely null and void the Employer's position and action.

Section 4. Discharge or Suspension Appeal:

A. An employee may request an investigation of his warning notice, discharge, or suspension via the grievance and arbitration procedures specified herein.

Should such investigation prove that an injustice has been done to an employee, said employee shall be reinstated per the grievance or arbitration settlement. Full, partial, or no compensation for lost time shall be mutually agreed upon through the grievance procedure, or decided by the arbitration panel. However, if said employee is reinstated, the employer shall make health, welfare and pension contributions as provided herein for all time lost. An employee's right to appeal a warning notice shall be protected if a written protest of the notice is made to the Employer by the Union within ten working days following issuance of the notice to the employee. This provision means that warning notices shall not be submitted to arbitration until the grievant has been given disciplinary time off or is discharged. If the representative of the Union, after hearing the case, agrees that the discharge or suspension is proper, than that shall end the matter, and such decision shall be final and binding.

B. The Work Rules as attached in Appendix (B) may be used in conjunction with the applicable provisions and procedures contained in this Agreement for disciplinary purposes.

Section 5. Discrimination:

Neither the Employer nor the Union shall discriminate against any employee, or applicant for employment, for reasons of age, color, creed, national origin, race, sex, Union membership or lack of Union membership. The Union shall recognize and participate in the Delaware Plan. The Employer shall have the right to reject any job applicant. The Employer may, at his discretion, require a job applicant to furnish proof in writing of said applicant's experience and qualifications. Job referrals from the Union shall in no way be affected by bylaws, constitutional provisions, policies, rules and or regulations of the Union.

Section 6. Government Work:

Should an Employer enter into a contract with a Federal, State, County, or local government body for the performance of any public or semi-public work, it is understood that any provision in this Agreement which are at variance with the provisions of said contract shall be considered to be modified or eliminated in order to conform to the provisions of said contract. This provision shall not apply, however, so as to reduce any rates of pay.

Section 7. Hiring of Employees:

The Union shall at all times be obligated to supply competent and experience employees to the Employer in a legal and non-discriminatory manner. In the event that employees supplied by the Union are not, for good and sufficient reasons, satisfactory to an Employer, he may at his option request a replacement from the Union. In requesting employees from the Union, an Employer shall have the right to request from, and the Union shall supply to the Employer, any particular member in good standing of

the Union who is unemployed at the time, provided that such unemployed member is willing to work for the requesting Employer. An individual Employer may hire new employees from any source, but he shall give preference to competent and qualified employees with experience in the construction industry in this area.

Section 8. Identification Fees:

Should an employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by his employees. The cost of providing such identification shall be paid by the Employer.

Section 9. Leave of Absence:

A. An employee who desires a leave of absence without pay from his employer shall secure written permission for said leave from both the Union and his Employer. Such employee shall make suitable arrangements to pay his Health and Welfare and Pension payments covering the period of absence before the leave can be approved by either the Union or the Employer. The maximum leave shall be ninety days. During the leave the employee shall not engage in gainful employment in the construction industry. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved; provided, however, that inability to work due to illness or injury shall not result in loss of seniority rights. The Employer further agrees to grant necessary time off without pay, and without discrimination or loss of seniority rights, to an employee designated by the Union to attend a labor convention or serve in some capacity on other official Union business; provided, however, that at least forty-eight hours, written notice shall be given to the Employer by the union. Said notice shall specify the period of time during which the employee will be absent. The Union agrees that in making a request for said leave, due consideration shall be given to the number of men affected so that there shall be no disruption of the Employer's work due to lack of available qualified employees.

B. An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment of an approved program for alcoholism or drug abuse. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a two-time basis during an employee's term of employment, and each leave of absence shall be for a maximum of ninety (90) days unless extended by mutual agreement. While on such leave, the employee shall receive all of the benefits provided by this Agreement, Supplements or Riders including the continued accrual of seniority.

Section 10. Lie Detector Test:

No Employer shall request, suggest, or require that an applicant for employment or an employee take a polygraph or any other form of lie detector test.

Section 11. Military Leave:

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948 as amended, shall be granted all rights and privileges provided by the Act.

Section 12. Overloads and Equipment:

A. If any vehicle is overloaded and there is a resulting fine and suspension of license, the Employer shall be liable for the time and work opportunity lost. However, if the overload is the result of the employee's intentional conduct, then the employee shall be solely responsible for the fine imposed, and shall not receive any compensation for work opportunity lost. Where weight distribution can be properly assessed by the employee, the Union agrees to cooperate insofar as is possible in requiring employees to recognize said responsibilities in the loading of vehicles.

B. The Employer shall not request or require any employee to use equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department of the Employer. Refusal by an employee to operate such equipment shall not be considered a violation of this Agreement. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to the mechanical department, one copy to be retained by the employee, one copy to be retained by the shop steward and one copy to be made available for inspection by the next driver operating such unit. Failure by an employee to fill out the above report shall not subject him to disciplinary action of any type, except for repeated, flagrant violations. When the occasion arises where an employee gives written report on forms in use by the Employer, to the mechanical department, of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will have the authority to resolve with the Employer.

C. In the event that an employee shall suffer a revocation of his chauffeur's license because of violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee at not less than his regular earnings at the time of the revocation of his license. This shall include citations as a result of defective and/or inoperative equipment. The Employer shall pay all fines and compensate the employee for any and all lost time for delays court appearances, etc. in conjunction with any citation related to this subsection.

D. No employee shall be required to operate any vehicle not equipped with heaters or defrosters where their use is necessary, and likewise any other equipment required by law.

E. If the Employer requests a regular employee to qualify on equipment requiring a special license or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain an available better job opportunity with the Employer, the Employer shall allow such regular employee the use of the equipment in order to take the examination.

F. Employees who lose their license for cause other than for operating company vehicles while under the influence of intoxicating liquors shall not be subjected to a loss of seniority rights, except for continuous layoff as provided for in Article (10), Section 20 (1), or denied work in other classifications, provided they have the seniority and the ability to perform the work involved. Upon being re-licensed they shall be afforded full driving opportunity in accordance with their seniority position.

Section 13. Physical Exam:

A. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for such examinations. The Employer shall not pay for any time spent in the case of, applicants for jobs, and shall be responsible to other employees only for time spent at the place of examination or examinations where the time spent by the employees exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours. Examinations are to be taken in the general area where the employee lives and works and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year or unless mutually agreed to by the Union and the Employer. Employees will not be required to take examinations during their working hours unless paid by the Employer, for all time involved.

B. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

C. If the two (2) physicians disagree as to the employee's physical or mental condition, such two (2) physicians shall mutually select a third (3rd) impartial physician within seven (7) days, whose opinion shall be final and binding on the Company, the Union and the employee. Such third (3rd) impartial physician shall be required to physically examine the employee and all of the employee's previous relevant medical records and history, including the findings of the first two (2) physicians, and based upon such examination, to give his opinion as to whether or not the employee is physically or mentally capable of performing work. Neither the Company nor the Union nor the employee will attempt to circumvent the decision. Disputes concerning back pay shall be subject to the grievance procedure. The expense of the third (3rd) physician shall be equally divided between the Employer and the Union. Employees who fail to pass a physical examination as provided in this Section shall continue to accrue seniority for all purposes, and upon being medically fit to return to work shall do so with full seniority for all purposes.

Section 14. Posting of Agreement:

The Employer agrees to the posting on a bulletin board within his shop or barn of official notices of Union meetings, etc., by an elected or appointed official of the Union.

Section 15. Probationary Employees:

Effective May 1, 2008, employees hired shall be employed only on a one hundred and twenty (120) working day trail basis. Such employee will be entitled to all the monetary provisions of the above agreement, holidays, personals days etc, and all Health & Pension benefits that an employee would be entitled to after having worked thirty (30) days. All other terms and conditions of the above noted Article an Agreement shall remain in full effect.

A. During the probationary period, an employee may be terminated without further recourse; provided, however, that the Employer may not terminate the employee for the purpose of evading this Agreement. The Local union shall be advised by the Employer of all probationary employees and must further be notified in writing of the termination of any probationary employee. A probationary employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next twelve months shall be added to the regular seniority list with a seniority date as of the date that person is again worked by the Employer. There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged prior to attaining seniority rights.

B. The Employer shall furnish to the Local Union at the end of each calendar month, the number of employees worked each calendar month as well as the names of probationary employees.

Section 16. Protection of Conditions:

The Employer agrees that all conditions of employment relating to hours of work, overtime differentials, wages, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Association or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety days from the date of error. This provision does not give the Employer the right to impose or continue hours, wages, and working conditions less than those outlined in this Agreement. No employee covered herein on the effective

date of this Agreement shall suffer any reduction in wage rates and other benefits. I.e., each employee shall receive the wage increase negotiated herein, in addition to the previously current and lawful wage rate said employee was receiving prior to the execution of this Agreement This provision shall not mean that an employee cannot be paid the Building construction Wage Rate when performing building work, and the Heavy, Highway, and Railroad Construction Wage Rate when performing that work, or vice-versa.

Section 17. Production Limit:

There shall be neither a limit on production by employees nor any restriction on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service. Such decisions rest with the employer. Slow-downs, standby crews, and featherbedding practices of any kind shall not be tolerated.

Section 18. Rest Room Facilities:

Clean, sheltered toilet facilities shall be provided and maintained by the employer for his employees.

Section 19. Safety:

Employees covered herein shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA. Should the employees be required by federal or state law, or any governmental agency to wear any safety items or clothing, the Employer shall furnish and replace, as needed, with no cost to the employees.

Section 20. Seniority:

A. Employee List: The Employer shall, within thirty days after the signature date in Article I herein, and at least once each year thereafter, post on his bulletin board a dated list of all regular employees covered herein in the order of their seniority as of the date of posting. Such list shall include the employee's classification and seniority date. A copy of said list shall be mailed to the Union on the same day it is posted. Protests of an employee's posted seniority date or rank shall be made in writing to the Employer within thirty days after date of posting. If no protests are made during said thirty-day period, the posted hiring dates and seniority rank shall be deemed correct. Any protest, which is made on a timely basis, may be submitted to the grievance and arbitration procedure contained herein if not settled to the mutual satisfaction of the parties beforehand.

B. Illness: An employee on the seniority list who is absent from work due to illness, injury, or pregnancy shall continue to accrue seniority during such absence for the purpose of determining his rank on the seniority list but shall only be

eligible for health and welfare contributions as specified in Article (8), Section 8 herein, for a maximum period of one year from the date the illness, injury or leave due to pregnancy begins. However, such employee shall immediately inform the employer of his availability upon being able to return to work.

C. Lay Off: In case of a lay off due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the junior employee. A request for lay off out of seniority shall be considered a voluntary quit. Notice of lay off shall be given to the steward and the Union by the end of the day of any lay off. This entire provision shall apply to day-to-day situations as well as layoffs of a longer duration.

D. Lay Off Rehire: The rehiring procedure shall be the reverse of the lay off procedure. When work increases, employees laid off shall be notified to report for work in order of seniority.

E. Lay Off Rehire Notice: An employee who has been laid off shall be given a notice of recall mailed to his last known address by certified or registered mail or by telegram with verification of delivery at least one week prior to his reporting date. The employee shall notify the Employer within three days (excluding Saturdays, Sundays, and holidays) after receipt of said notice as to whether or not he intends to report for work on the date of recall. Said employee shall report not later than one week after receipt of said notice, unless a different reporting time is or has been mutually agreed to between the employee, the Employer, and the Union. In the event that an employee fails to comply with the aforementioned provisions, he shall lose all seniority benefits and rights specified herein.

F. Military Leave: No seniority rights shall be lost by reason of being drafted into active duty with an armed service of the United States, or by reason of being recalled to active duty when a member of a reserve unit or an armed service of the United States.

G. Operation shut Down: If there are any breakdowns or shut downs during a work day, the employee whose vehicle is broken down or whose operation is shut down shall, if possible, be assigned other duties for which he is qualified during said breakdown or shut down period. If it is not possible to assign the employee to other duties and the Employer requests the employee to remain on the job, the employee shall be compensated for all normal working hours spent waiting for the vehicle to be repaired or his operation to resume. If the Employer takes the employee off the clock during a period of repair or shutdown, that particular vehicle cannot be used for the remainder of the day unless the original employee is again assigned to it and he is compensated continuously from the time he originally punched in that day. In the event of an operation shut down during a work day, when the affected employee is not assigned other duties as specified above, and when said employee has worked for more than one hour but less than two hours, he shall receive two hours' pay at the straight time base wage rate. When such a shut down occurs after an employee has

worked more than two hours but less than four hours, the employee shall receive four hours' pay at the straight time base wage rate. When such a shut down occurs after an employee has worked more than four hours but less than six hours, the employee shall receive six hours' pay at the straight time base wage rate. When a vehicle is to be out of service or an operation is shut down on any one day, seniority shall prevail for the following day, providing that the senior employee is qualified to do the work. The Employer shall make every effort to assign employees to other duties within Teamster jurisdiction and their classifications, to allow completion of the workday in the event of a breakdown or shut down.

H. Promotion to Management: Any employee covered by this Agreement who accepts a promotion to a salaried position with the Employer shall retain all previously accumulated seniority for a period of six months.

I. Seniority Break: Seniority shall not be broken by discharge for just cause; voluntary quit; failure to report for work after recall as specified in Subsection E herein; failure to report for work (except during lay off or labor dispute) for four consecutive work days without notification to the employer, in which case the Employer shall consider the case a voluntary quit and shall give or send written notice of same to the employee involved and to the Union; or by continuous lay off for a period of one year, or for length of service if under twelve months.

J. Seniority Preference: All shifts, starting times, and overtime on a given job shall be subject to seniority preference, provided that the senior employee are qualified to do the work.

Section 21. Union Activities:

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of said Union membership or activities.

ARTICLE 11. RIGHTS AND OBLIGATIONS

Section 1. Business Agent:

The Union Business Agent shall have access to all jobs over which the Employer exercises control of entry during working hours for the purpose of adjusting disputes, collecting dues, investigating working conditions and ascertaining that the Agreement is being adhered to; provided, however, that he shall fully comply with safety, security, and visitor rules established for the project.

Section 2. Stewards:

A. **Authority:** The steward or alternate shall cover every construction job or job site of the Employer at all times when Teamster work is being performed by teamsters employed by the Employer. Said steward or alternate shall be qualified to do, and shall do, work available at said jobs or job sites, or shall haul material to or from said jobs, or job sites. The authority of job stewards and alternates designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances of the Employer or the designated Employer representative in accordance with the provisions of this Agreement; and,

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

a. Have been reduced to writing; or,

b. If not reduced to writing, are of a routine nature and do not involve refusal to handle goods, slowdowns, work stoppages, or any other interference with the Employer's business; provided, however, that the activities referred to in (1) and (2) above shall not be performed in such a fashion as to unreasonably conflict with the steward's work duties. Stewards shall be permitted to investigate, present, and process grievances with or without the Business Agent, on the Employer's premises, during his scheduled work hours without loss of pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. This provision means that when the steward is required to attend a grievance meeting, or when the Business Agent and the Employer agree to a meeting which the steward shall attend, the steward shall be compensated by the Employer for all lost earning opportunities and lost time. Job stewards and alternates shall not be discharged or discriminated against for the faithful performance of their Union duties. However, they shall have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer, in recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event a shop steward or an alternate has caused or taken an unauthorized slowdown, strike action, or work stoppage in violation of this Agreement.

B. **Selection and Removal:** The Employer recognizes the right of the Union to designate and remove job stewards and alternates from among the employer's employees. The Union shall designate a separate steward or alternate for each shift when the Employer is working shifts. No steward or alternate shall work more than one

shift unless scheduled to do so by the Employer.

C. **Super-Seniority:** Stewards (not alternates) shall be granted super-seniority for purposes of lay off due to lack of work and, rehire during the term of office, and for purpose of job bid and overtime work, providing they are qualified to do the available work, and shall not be discharged or laid off without notifying the Union Business Agent.

D. **Transfer of Project:** In the event that an Employer's project is transferred from the jurisdiction of the Union to the jurisdiction of another local union, the local in whose area the work is being performed shall appoint a member of its local who shall be employed as a working steward for the duration of the operation. Upon termination of that operation, the steward shall resume his normal position on the seniority list.

Section 3. Equipment Rental:

A. The Employer agrees not to hire any extra equipment directly or indirectly until his own available and suitable equipment is exhausted. The Employer further agrees that when utilizing his own equipment to perform any work covered by this Agreement, all such work shall be performed by the employees of the Employer, said employees to receive all wages, hours, and working conditions of employment covered herein.

B. Whenever owner-operator is used in this section it means owner-driver only, and nothing in this section shall apply to any equipment or person except where the owner of the equipment drives the equipment in the performance of work covered by this Agreement for an Employer bound hereto.

C. Legal or equitable title to the equipment must be in the name of the actual owner.

D. The Employer expressly reserves the right to control the details of, manner, means, and time by which the owner-operator performs his services, as well as the ends to be accomplished; shall be the sole judge of the capability of the owner-operator's equipment to perform the work required to be performed; and may, if the Employer determines that the owner operator's equipment is not capable of performing the work required to be performed, terminate such owner-operator's services. Failure to work a half-day or day out, as directed, shall terminate the owner-operator's equipment, and he shall be paid only for actual time worked prior to such failure.

E. The owner-operator shall be carried on the payroll of the Employer as an employee and as such, all the terms and conditions of this Agreement and any amendment or amendments hereto, shall be applicable to him except as provided elsewhere in this Section. The Union shall be notified of the name and social security number of the owner-operator within forty-eight hours after the owner-operator is hired.

F. No provision or other Sections of this Agreement shall be interpreted as requiring payments for the maintenance, servicing or use of the owner-operator's equipment.

G. Separate checks shall be issued by the Employer for such driver's wages, fringes, and equipment. The amount of the separate check for such driver's wages shall not reduce the amount actually received for equipment compensation, as distinguished from wages, to a level below that provided for in Sub-Section J of this Section.

H. Compensation for the equipment shall be by check for the full amount due, less any agreed advances. A statement of any charges by the Employer shall be issued at the same time. There shall be no interest or handling charge on earned money advances prior to the regular payday.

I. The owner-operator shall provide and shall have sole responsibility for gasoline, grease, oil, repairs, tires, tubes and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

J. The provisions of this Section have been negotiated and agreed upon by and between the parties for the objects and purposes expressed in Sub-Section M of this Section. The parties have not undertaken to negotiate for the employees any profit whatsoever for the leasing and rental of the equipment they drive. On the contrary, compensation for the equipment shall be set by agreement between the Employer and the owner-operator at a level which will not circumvent or defeat the payment of wages, fringes, and conditions of any employee covered by this Agreement, and which will assure compensation to the owner-operator of not less than the actual cost of operation of such equipment.

K. There shall be no reductions by reason of the signing of this Agreement where the present basis of payment is more favorable to the owner-operator than the basis provided for herein.

L. It is further mutually understood and agreed that any arrangements which have heretofore been entered into between employees (owner-operator) either among themselves or with an Employer or with the aid of an Employer applicable to owner-operator equipment contrary to the terms hereof shall be dissolved or modified within thirty days after this Section becomes effective so that such arrangements shall conform to this Section. In the event that the parties to such an arrangement cannot agree upon a method of dissolution or modification of such an arrangement to make the same conform to this Section, the question of dissolution or modification shall be submitted to the grievance procedure under Article (14) hereof.

M. It is further mutually understood and agreed that the intent of this Section is to assure the payment of wages, fringes, and conditions as provided in this Agreement, and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, fringes, and conditions as provided in this Agreement.

N. It is further agreed that the Employer will not devise or put into operation any scheme whether herein enumerated or not, to defeat the terms of this Section, nor shall any owner-operator's agreement with an Employer be terminated for the purpose of depriving any other employee of employment

O. The Union shall have the right to enforce this Agreement by grievance, arbitration, or otherwise with respect to such owner-operator except for the first two working days with an Employer on a particular job, and except for termination of said owner-operator's equipment and/or services. It shall be the responsibility of the Employer to insure that any owner-operator or lease operator used by the Employer shall be in conformity with all the provisions of this Agreement prior to beginning work on the third day. Any violations hereof shall subject the Employer to a penalty in accordance with Article (6), section 3 herein.

P. Nothing in this Section shall be applied or interpreted so as to preclude any party hereto from utilizing the vehicles of any owner-operator for the performance of work other than work to be done at the site of alteration, construction, repair or painting of buildings, structures, or other work where the driver of such vehicle is not an employee of the Employer.

Q. This Section shall become effective for all contracts bid on or after October 1, 1975.

Section 4. Leased Equipment:

Whenever the Employer is performing work which is normally performed by said Employer, which work is within the recognized jurisdiction of Teamster, said Employer has utilized all of his available equipment and said Employer finds the use of additional equipment necessary for the execution of such work, the Employer agrees to utilize owner-operators under the conditions outlined in Section 3 of this Article, or to lease the necessary outside equipment. In the event of leased equipment, the driver of the outside equipment shall be carried on the payroll of the Employer as an employee and as such all terms and conditions of this Agreement and any amendment or amendments thereto shall be applicable to him. The lessor of the equipment shall be paid a separate check for the truck rental, no less than twice a month. The truck rental fee shall not be a subterfuge to avoid the terms and conditions of this Agreement, and shall be at a rate which shall be competitive with the rate the employer could perform the service with his own equipment. In the event the Union in good faith claims the rental fee for equipment

is not competitive, the Employer, if requested, must present proof the rate is competitive. Disputes concerning the matter shall be expeditiously processed through the grievance and arbitration procedure specified herein. If the grievance is sustained, the provisions of Article (6), Section 3, shall apply. In the event that the Union obtains two grievance and arbitration procedure decisions against an Employer bound hereto, within a one-year period to the effect that said Employer has violated this provision, the arbitrator shall, as part of his award to the Union, issue a cease and desist order to said Employer, and a warning to said Employer that damages for all future violations shall be double those provided in Article (6), Section 3 herein. This Section shall become effective for all contracts bid on or after October 1, 1975.

Section 5. Transfer of Interest or Title:

This Agreement shall be binding upon the parties hereto, and their administrators, assigns, executors, and successors. In the event an operation is leased, sold, transferred or taken over by sale, assignment, lease, receivership, transfer or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing or subcontracting device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any assignee, lessee, purchaser, transferee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with a copy to the Union, at the time the lessor, seller, or transferor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details. In event the employer fails to require the lessee, purchaser, or transferee to assume the obligations of this Agreement, the Employer shall be liable to the Union and to his employees covered herein for all damages sustained as a result of such failure to require assumption of the terms of this Agreement but shall not be liable after the lessee, purchaser, or transferee has agreed to assume the obligations of this Agreement. This provision shall remain in effect to the extent permitted by law.

ARTICLE 12. ASSISTANCE TO OTHER UNIONS

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to, go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's places of business.

ARTICLE 13.
UNION SHOP CLAUSE

Employers shall have the right to secure and choose any person as a new employee from any source. It is agreed an employee who, by nature of his work comes within the provisions of this Agreement, and who shall have worked for the Employer for not less than seven days, shall be required then to become and remain a member of the Union in good standing. The Union shall make membership therein continuously available to such employee on the same terms and conditions as are generally applicable to the other members of the Union. The failure of any employee to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect Union membership was made available to such person on the same terms and conditions as are generally available to other members, to forthwith discharge such employee. Further, the failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

In the event that state law is changed so as to invalidate the preceding Union shop clause, the following shop clause shall prevail:

(1) Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(2) Membership in the Local Union is separate apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(3) In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all employees shall as a condition of continued employment, pay to the Local union, the employee's exclusive collective bargaining representative, an amount equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees and its regular and usual dues. For present employees. Such payments shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is the later, and for

new employees, the payment shall start thirty-one (31) days following the date of employment.

(4) If any provision of this Article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

(5) In those instances where subsection (1) hereof may not be validly applied, the Employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

(6) To the extent such amendments may become permissible under applicable federal and state law during the life of this Agreement as a result of legislative, administrative or judicial determination; all of the provisions of this Article shall be automatically amended to embody the greater Union security provisions.

(7) Nothing contained in this section shall be construed so as to require the employer to violate any applicable law.

ARTICLE 14. DISPUTES AND PROCEDURES

Section 1. Jurisdictional Disputes:

It is agreed between the parties hereto that this Agreement is applicable to construction work that is primarily within the recognized and traditional jurisdiction of the Union, and said work shall be performed in accordance with the terms of this Agreement by employees covered herein. All work heretofore recognized, as being within the jurisdiction of the Union shall continue to be in the jurisdiction of the Union. It is further agreed that should an Employer bound hereto be required to perform construction work that is within the recognized and traditional jurisdiction of another Union, or which work is claimed by another Union, then work assignments shall be made in accordance with established trade practice or prevailing area practice, with due regard, however, to the efficiency and economy of operations. If the Union is still aggrieved over any assignment after discussion between the Employer and the Business Agent(s) of the Union(s) involved, an attempt shall be made to settle the dispute by discussion between the Business Agent(s) of the Union(s) involved and the Director of Labor Relations of the Association. If such discussion does not result in a settlement of the dispute, within forty-eight hours, the matter shall then be referred to the general presidents of the respective contesting Unions and the Association in an effort to resolve the matter. If the matter is not resolved in this manner, the parties involved may then agree to select an

impartial third party as provided in Section 3 below, or pursue the matter through the procedures of the National Labor Relations Board. Pending an orderly resolution of the matter, there shall be no interruption of work by a work stoppage, or refusal to refer men to the project by the Union. The craft performing the work at the time the dispute arises shall continue in such capacity until settlement is reached as aforementioned.

Section 2. Grievances:

A grievance is hereby defined to be any complaint, controversy, dispute, or misunderstanding, concerning the application or interpretation of this Agreement. Any grievance arising between the Employer and the Union, or an employee represented by the Union, shall be settled in the following manner: The aggrieved employee or employees shall present the grievance to the shop steward within five working days after the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. The shop steward shall be permitted to leave his work to investigate and adjust the grievance of any employee within his jurisdiction. After notification to and approval of his supervisor, in cases where the steward and the grievant are working at different job sites, the supervisor shall grant such approval to the steward within five days after notice. Employees shall have the shop steward or another representative of the Union present during the discussion any grievance with the employer or his representatives. If a satisfactory settlement is not effected with the Employer within three working days thereafter, the shop steward and employee shall submit such grievance in writing to the Union's Business Agent. The Business Agent shall take the matter up with a representative of the Employer who has authority to act upon such grievance. A decision shall be made within five working days thereafter.

A. If requested by either party during the above outlined procedure, the Director of Labor Relations of the Association must meet with the parties in an attempt to resolve the dispute.

B. Refusal of any party to, appear, or meet at any stage of the grievance procedure shall withdraw all of the benefits of Article (14). Section 3(A) & (B).

C. Wage provisions as referred to in Section 2 above shall be interpreted to mean the hourly rate, holidays, including personal holidays, vacation, funeral leave, fringe benefits, and any other items used to determine the full hourly wage rate.

D. The time limitation of five (5) working days is also applicable to an Employer taking disciplinary action against an employee.

E. The Local Union's Business Agent, Officers, Lawyers, accountants, or shop steward shall have the right to examine time sheets, payroll records and any other records pertaining to the computation of compensation or fringe benefits of any individual or individuals whose pay or fringe benefits are in dispute, or any records

pertaining to a grievance filed by or being processed by the Union. Once having supplied records, any dispute as to whether additional records are available shall be submitted to expedited arbitration, as provided under relevant American Arbitration Association rules. In such event the dispute shall be governed by the same terms and conditions as if it were being arbitrated under the provisions contained in Section 3(b) of this Article. An Employer who refuses to supply any records described herein shall lose the benefits of Section 3(A) and (B) of this Article, and the Union shall be allowed all legal and/or economic recourse.

Section 3. Non-jurisdictional Disputes:

The following shall be the procedure followed with respect to all disputes of any nature whatsoever (except jurisdictional disputes as provided in section 1 above and except any disputes arising under Article (7) above) which may arise between the parties hereto or their individual members involving the interpretation or application of this Agreement during its term.

A. If the procedure provided for in Section 2 above does not result in a prompt settlement of the dispute, or if the dispute affects or involves more than one job or operation, an attempt shall be made to settle the dispute by discussion between the Business Agent of the Union and the Director of Labor Relations of the Association. If such discussion does not result in a prompt settlement of the dispute, and either the Association or the Union desires further action respecting such dispute, such further action shall be arbitrated in the manner hereinafter, set forth.

B. The Association (the Employer if a non-member) or the Union, whichever decides that there shall be further action on the dispute, shall notify the other in writing by registered mail of its intention to submit the dispute to arbitration, and shall, simultaneously, file with the American Arbitration Association a written demand for arbitration of said dispute, whereupon an arbitrator shall be appointed in accordance with the then prevailing rules of the Labor Arbitration Tribunal of said American Arbitration Association, except that if the parties hereto fail to agree upon any of the persons named in the first list submitted by the American Arbitration Association to the parties, or if those named in said list are unable to act and if for any reason the appointment cannot be made from such first submitted list, the American Arbitration Association shall send a second list of names of persons chosen from its Panels, and thereafter proceed in accordance with its rules aforesaid. The arbitrator thus appointed, shall hold hearings as promptly as possible, and shall render his award in writing. Such award shall be final and binding upon the Association, the Employer and the Union, and their respective principals or members. The arbitrator's fees and expenses, and the fees and expenses of the American Arbitration Association, shall be shared equally by the Association (the Employer if a non-member) and the Union. It is agreed that no disagreement, dispute, or question shall result in any boycott, picketing, sit-down, slowdown, strike of any kind, or work stoppage of any character whatsoever by the Union or its members, either individually or collectively, nor shall there be any abandonment or lockout, or any other type of interference coercive or otherwise, by

either party hereto, during the term of this Agreement pending the completion of all procedures, including arbitration, provided for in this Article. This provision shall not apply however, should either party hereto refuse to submit any matter to arbitration as provided for herein; to abide by the decision of the arbitration panel; when an employer has not paid employee's wages in full and on time as specified herein; or when the Union has been advised by the administrator of any Fund specified herein that an employer is delinquent as specified herein.

**ARTICLE 15.
SUBSTANCE ABUSE PROGRAM**

The Union and the Association agree to incorporate by reference, as part of this labor agreement, a Substance Abuse Program, the specifics of which are contained in a separate document.

IN WITNESS HEREOF, the said Employer has caused its name by its **Executive Vice President**, to be hereunto set, and the common and corporate seal of said Corporation to be hereunto affixed, duly attested by **Butch Corrado & Frank Corrado, its Negotiating Co-Chairman**, and the said General Teamsters Local Union 326 of Delaware, has caused its name by **Joseph W. Smith, Jr., its President**, to be hereunto set, and the common seal of the said Union to be hereunto affixed, the day, and year first above written.

Allied Division
Delaware Contractors
Association Inc.

General Teamsters
Local Union No. 326
Of Delaware

By: Executive vice President

By: Joseph W. Smith, Jr.
President

Joseph W. Smith, Jr.
August 1, 2016

By: Co-Negotiating chairmen

Union Committee Members

By: **Frank & Butch Corrado**
August 1, 2016

Ken Ellis - Heavy Equipment Rentals
Gene Pytko - Brandywine Construction

Company Committee Members

By: **John Doherty / BCI**
August 1, 2016

EXHIBIT A

Individual employers bound to the multi-employer bargaining unit as defined in Article (2), Section 2 and 3, herein, on the date that this Agreement was signed are:

Heavy Equipment Rentals / Corrado-American

Brandywine Construction

APPENDIX A
HEAVY & HIGHWAY

HEAVY & HIGHWAY DISPATCH POLICY

THE DAILY JOB DISPATCH PROCESS SHALL BEGIN FIFTEEN (15) MINUTES PRIOR TO THE SHIFT START TIME. ANY EMPLOYEE NOT PRESENT WHEN THE DAILY DISPATCH REACHES HIS SENIORITY POSITION SHALL BE ASSIGNED THE REMAINING WORK AFTER THE OTHERS FOR WHOM WORK IS AVAILABLE HAVE BEEN DISPATCHED. THIS IN NO WAY IS MEANT TO DENY AN EMPLOYEE OF HIS SENIORITY RIGHT TO WORK ON ANY GIVEN DAY. IT IS FURTHER AGREED THAT ONCE AN EMPLOYEE HAS BEEN DISPATCHED HE WILL GO IMMEDIATELY TO HIS TRUCK AND ALL DRIVERS WILL BE IN THEIR TRUCKS AND LEAVING THE YARD AT OR BEFORE THE RECOGNIZED START TIME. PROVIDED THEY DO NOT ENCOUNTER ANY MECHANICAL PROBLEMS WITH THEIR EQUIPMENT.

The company and the union by mutual agreement can modify this dispatch process to address the issue of travel time to and from the job site and equipment placement if the location of such site is considered to be a unusual long distance from the shop.

HEAVY & HIGHWAY WEEKEND WORK COVERAGE

WHENEVER WEEKEND WORK IS REQUIRED, THE COMPANY SHALL MAKE IT KNOWN TO ALL EMPLOYEES PRIOR TO DISPATCH THE FRIDAY BEFORE. WHERE PROPER NOTICE IS GIVEN, WEEKEND WORK SHALL BE COVERED AS PROVIDED BELOW.

WEEKEND WORK WILL BE AFFORDED BY SENIORITY ORDER, BUT IF LESS THAN A FULL WORK FORCE IS REQUIRED, SENIOR EMPLOYEES MAY REFUSE TO WORK, HOWEVER ALL JOBS MUST BE COVERED BY JUNIOR EMPLOYEES ON THE SENIORITY LIST.

**LETTER OF AGREEMENT
BETWEEN
ALLIED DIVISION
DELAWARE CONTRACTORS ASSOCIATION
AND
TEAMSTERS LOCAL UNION NO. 326
August 1, 2016 - July 31, 2020**

1) On certain projects the Union has agreed, upon request from the Company, to submit to the bargaining unit for ratification, a special hourly wage rate or shift schedule that would be applicable to a specific project. Included in the request shall be the justification for the special hourly wage rate or shift schedule. If ratified by a majority, of the bargaining unit employees affected, the special rate shall be in effect on that particular and specific project only for the duration of the project. If rejected by vote of the membership affected, the contract in its entirety shall apply with no recourse by the Company.

2) If on any day, a driver is used on both a project to which the special rate is applicable and on an assignment covered by the regular collective bargaining agreement, the higher of the two applicable rates will apply for all hours worked on that particular day.

3) Any economic increases negotiated in subsequent collective bargaining agreements and allocated to the fringe benefit funds shall be applicable to all employees, including any who may be working on projects with specifically modified rates as described above.

4) Vacations, holidays, and funeral leave pay shall be paid at the full contractual rate of pay for all employees.

Allied Division
Delaware Contractors
Association Inc.

General Teamsters
Local Union No. 326
Of Delaware

By: Executive vice President

By: Joseph W. Smith, Jr.
President
Joseph W. Smith, Jr.
August 1, 2016

By: Co-Negotiating chairmen

Union Committee Members

By: **Frank & Butch Corrado**
August 1, 2016
Company Committee Members

Ken Ellis - Heavy Equipment Rentals
Gene Pytko - Brandywine Construction

By: **John Doherty / BCI**
August 1, 2016

**LETTER OF AGREEMENT
BETWEEN
ALLIED DIVISION
DELAWARE CONTRACTORS ASSOCIATION
AND
TEAMSTERS LOCAL UNION NO. 326
August 1, 2016 - July 31, 2020**

**SATURDAY WORK – STRAIGHT TIME
OPERATION SHUT DOWN DURING THE NORMAL WORKWEEK**

To address the issue of inclement weather as it affects and curtails production operation during the normal workweek, the parties agreed that the work could be performed on Saturdays at the straight time base wage rate provided:

1. The selection of individuals to work would be on the basis of seniority.
2. The option of working would be voluntary.
3. If those who volunteer to work have already worked forty (40) or more hours during the workweek, they would receive the appropriate overtime rate of pay.
4. If those who volunteer to work who have worked less than forty (40) hours during the workweek, they will receive straight time wages until they accumulate forty (40) hours or eight (8) in that day. Thereafter they will receive the overtime rate of pay.
5. The refusal to accept Saturday work under this Letter of Agreement will have no adverse effect on partial unemployment compensation benefits if applied during the week in question.
6. Should the individuals who volunteer to work not have worked forty (40) hours during the normal workweek, then these Saturday hours will be used in making the contributions to the Health and Welfare and Pension Funds.

Allied Division
Delaware Contractors
Association Inc.

By: Executive vice President

By: Co-Negotiating chairmen

By: **Frank & Butch Corrado**
August 1, 2016

Company Committee Members

By: **John Doherty / BCI**
August 1, 2016

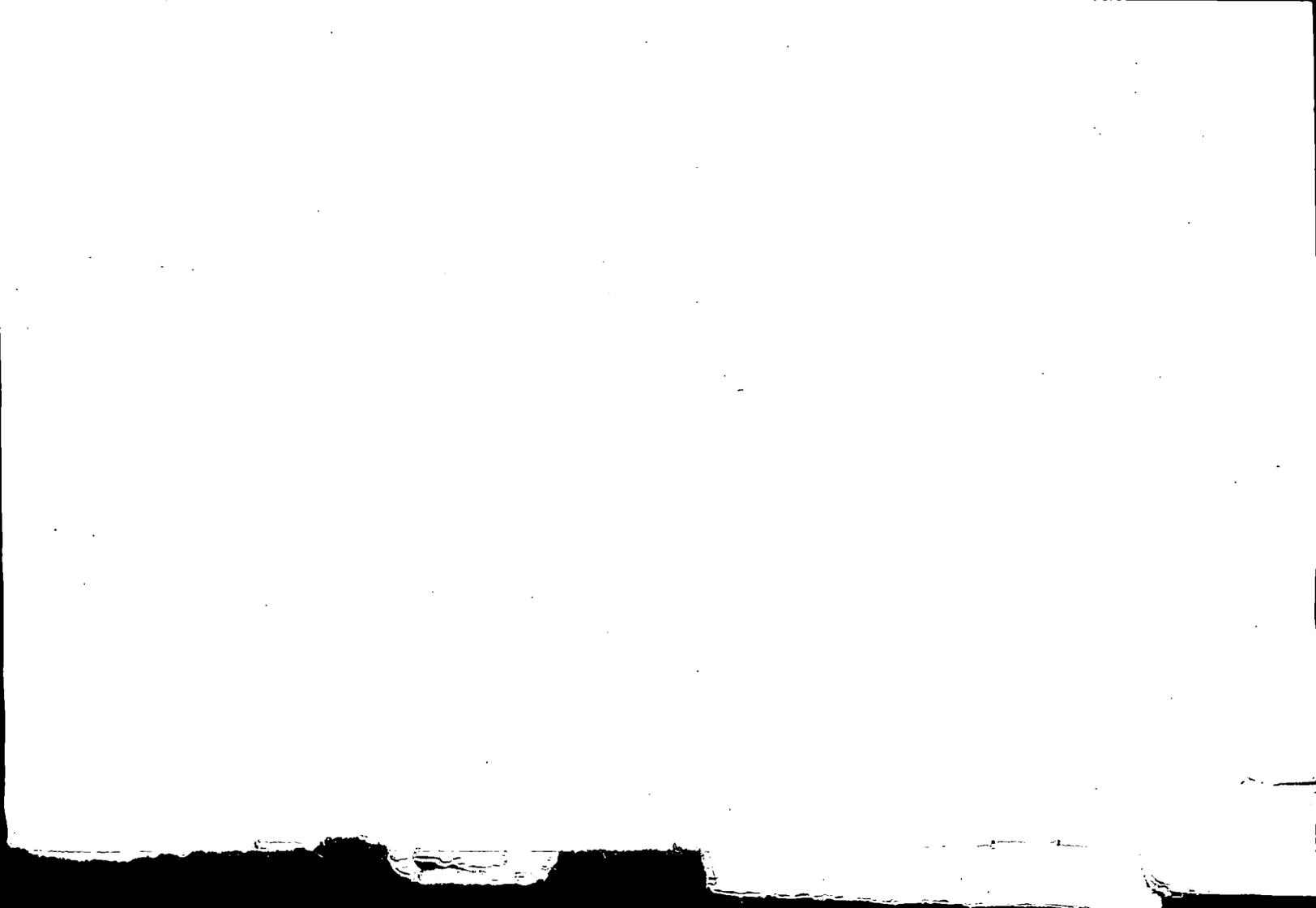
General Teamsters
Local Union No. 326
Of Delaware

By: Joseph W. Smith, Jr.
President

Joseph W. Smith, Jr.
August 1, 2016

Union Committee Members

Ken Ellis - Heavy Equipment Rentals
Gene Pytko - Brandywine Construction



GENERAL TEAMSTERS
LOCAL UNION NO. 326
New Castle, Delaware

OFFICERS

Joseph W. Smith, Jr. - President/Business Agent

Paul A. Thornburg - Secretary/Treasurer/Business Agent

Leonard E. McCarthy, Jr. - Vice President/Business Agent

Warren F. Schueler, Jr. - Recording Secretary

TRUSTEES

Richard E. Gibbons, Jr.

Paul R. Bishop

Gene Polko