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**NORTHERN ILLINOIS READY-MIX
AND MATERIALS ASSOCIATION
AND
AUTOMOBILE MECHANICS UNION
LOCAL 701 IAM&AW**

**EFFECTIVE JUNE 1, 2016 THROUGH
MAY 31, 2019**

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AGREEMENT

THIS AGREEMENT entered into this First Day of June 1, 2016, by and between NORTHERN ILLINOIS READY-MIX AND MATERIALS ASSOCIATION (hereinafter referred to as the "Employer") OZINGA READY MIX CONCRETE INC, and VCNA PRAIRIE LLC, employing persons within the bargaining unit covered by this Agreement and the AUTOMOBILE MECHANICS' LOCAL NO. 701, International Association of Machinists & Aerospace Workers, AFL- CIO, of Chicago and vicinity, 450 Gunderson Drive, Carol Stream, IL 60188 (hereinafter referred to as the "Union") on behalf of each and every member of the Union when working for the Employer, which members are hereinafter known as "Employees."

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees within the jurisdiction of the Union who are employed in the classifications set forth in this Agreement, or as it may be amended. Such recognition is by the Employer collectively and by each individual member Employer, and the use of the term "Employer" in this Agreement shall be collectively (or jointly) by all members or by individual members, as the case may be, as indicated by the context of the provision concerned.

The term "Employee" as used in this Agreement shall mean and include all employees hired to maintain and repair any and all machines, whether stationary or mobile, concrete plants and all motorized vehicles used to transport, move or convey any product sold or produced at any Ready-Mix location owned or operated by a Party to this Agreement, except as to present employees where past practice has been otherwise.

Section 2. Local 701, having been certified by the National Labor Relations Board in accordance with Section 8(a) of the Labor Management Relations Act of 1947, it is agreed that the provisions as set forth in paragraphs (a), (b), (c), (d), (e) and (f) of this Article shall be effective.

- (a) When the Employer needs additional help, he shall give the Union equal opportunity with all other sources to provide applicants, but the Employer shall not be required to hire those referred by the Union.
- (b) The Employer will notify new employees of the requirements of this Article, including as a condition of continued employment, the obligation to join the Union after thirty (30) days of employment. New employees shall secure the appropriate cards at the Union's offices for coverage under the Automobile Mechanics Local No. 701 Union & Industry Welfare Plan and the Automobile Mechanics Local No. 701 Union & Industry Pension Plan.

- (c) All present employees in the bargaining unit must become members of the Union after thirty-one (31) days of the date of the execution of this Agreement and must maintain membership in the Union during the life of this Agreement as a condition of employment.
- (d) New employees in the bargaining unit must become members of the Union after thirty-one (31) days of the date of hire and must remain members in the Union during the life of this Agreement as a condition of employment.
- (e) Any employee in the bargaining unit who fails to maintain membership in the Union because of non-payment of initiation fees or dues shall be summarily discharged by the Employer upon receipt of written notice and demand from the Union.
- (f) Once a month, on the first day of each month after a new employee is hired, the Employer shall provide the Local Union with a list of such new hiring's, showing the employee's name, address, social security number, date of hiring and the locations where the employee works.

ARTICLE 2 - DEFINITIONS OF CLASSIFICATIONS

Section 1. - MECHANIC A Mechanic includes any person who dismantles, repairs or assembles any part of the truck, tractor, trailer, internal combustion engine, or any mechanical equipment as detailed in Article I.

Section 2. - APPRENTICE an Apprentice upon successful completion of 4 years of work for the employer, during which he shall be allowed to do any kind of work for the employer, shall become classified as a mechanic. Where less than three (3) Mechanics are employed, one (1) Apprentice shall be allowed for the company and one (1) Apprentice for each three (3) additional Mechanics.

Section 3. - HELPER A Helper shall be used for all unskilled work and to help the Mechanic but shall not be used to take the place of the Mechanic. A Helper may change, break down and repair flat tires.

Section 4. - UTILITY A Utility Man shall wash and perform general utility work but shall not perform skilled work.

ARTICLE 3 – WAGES

Section 1(a). – WAGE SCALE The hourly wage scale shall be as follows for the classification shown.

WAGE INCREASES

<u>6/1/2016</u>	<u>6/1/2017</u>	<u>6/1/2018</u>
\$1.75	\$1.75	\$1.75

*Hourly increase referenced in Article 3 will be allocated to the total economic package including H&W, Pension benefits in accordance with the addendum schedule.

STRAIGHT TIME HOURLY RATES

<u>CLASSIFICATION</u>	<u>6/1/2016</u>	<u>6/1/2017</u>	<u>6/1/2018</u>
Leadman or Foreman	PLEASE SEE ATTACHED ADDENDUM		
Journeyman Mechanic	PLEASE SEE ATTACHED ADDENDUM		
Helper	PLEASE SEE ATTACHED ADDENDUM		
Utility	PLEASE SEE ATTACHED ADDENDUM		

APPRENTICE – Percentage (%) of Journeyman Mechanic rate then in effect:

1 st six months	65%
2 nd six months	67%
3 rd six months	70%
4 th six months	75%
5 th six months	80%
6 th six months	85%
7 th six months	90%
8 th six months	95%
Thereafter	100%

Section 2. – NIGHT SHIFT Men employed on the night shift shall receive an additional fifty cents (\$0.50) per hour over and above their regular day rate. The night shift differential shall be included in all overtime computations for all night shift employees.

Section 2A. – NIGHT SHIFT PREMIUM Employees who have worked on a night shift for at least one year, shall receive night shift premium when temporarily transferred to day shift for purposes of filling vacation vacancies or for such other temporary vacancies as may be agreed upon by the parties.

Section 3. – MAINTENANCE OF RATE Mechanics, Helpers and Apprentices receiving rates higher than specified in Section 1 above shall suffer no reduction through putting this Agreement into effect.

Section 4. – WEEKLY PAY DAY The employer shall pay employees their wages in full as specified in this Agreement, weekly by check or direct deposit only. Payroll errors of a substantial nature (e.g., eight hours or more) shall be corrected as soon as practicable, and a supplemental check shall be issued if necessary.

Payroll by direct deposit shall be deposited in an employee's designated account by 10:00 a.m. on payday. Employees requiring manual checks will have their checks delivered by U.S. Mail postmarked no later than the day prior to payday with first class postage prepaid to employee's designated address.

Whenever possible the employer shall provide a statement reflecting the exact number of straight time and overtime hours with each check.

ARTICLE 4 – INDIVIDUAL NEGOTIATING

Neither the Employer nor any of his Employees shall enter into any oral or written arrangement, agreement or contract that is contrary to this Agreement.

ARTICLE 5 – HEALTH & WELFARE FUND

Section 1. The Employer shall pay the required contribution per week for each employee covered by this Agreement who performs any work in such week into the Automobile Mechanic's Local 701 Union and board of trustees. Any disagreement with respect to the eligibility, time and method of payment, payments during periods of employee illness or disability, methods of enforcement of payment and related matters shall be determined by such Trustees. The Fund shall in all respects be administered in accordance with the Trust Agreement establishing the Fund. Such contributions shall be remitted to the Fund office not later than the twentieth (20th) of the following month; for example, the June payment shall be made not later than July 20th. The method and amount of payment shall be as follows:

- (a) The appropriate contribution per employee, per week shall be contributed for each employee covered under this Agreement for any week in which such employee performs any service for the Employer, even when such service is not performed under the terms of the Agreement. This shall apply to new employees from the date of hire.

The Employer shall make the appropriate contribution per week beginning with the first week worked by an employee if the employee remains on the payroll for more than thirty-one (31) days (which contribution shall be made retroactively once such time limit has passed) or if he is a member of Local No. 701 at the time of his employment. If the employee does not remain on the payroll for thirty-one (31) days, this contribution shall not be required.

- (b) If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of thirteen (13) weeks.
- (c) If an employee is absent because of occupational illness or injury or vacation, the required contribution shall be made by the Employer until such hour as employee-
 - (i) returns to employment
 - (ii) is certified by a competent physician as medically and physically capable of returning to employment; or
 - (iii) obtains a final insurance settlement in compensation for the injury; or
 - (iv) otherwise fails to report for work when able after "on-job" injury.
 - (v) This contribution shall be paid for fifty-two (52) weeks or upon the occurrence of any of the above, whichever comes first.
- (d) The obligation to make the above contributions shall continue during periods when any renewal of this Agreement is being negotiated and during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as vacations, etc.
- (e) All leaves of absence, when granted by the Employer, in addition to the requirements of the Parties, shall be conditioned upon the Employer and the Employee making satisfactory arrangements for paying the appropriate contribution to the Health & Welfare Fund, and at all times the payment shall be made by the Employer for such granted leave of absence.
- (f) It is understood that the above Welfare provision shall include Dental coverage under the Local 701 Health & Welfare Plan for employees covered by this Agreement.
- (g) There is a maximum of 52 weeks of employer contribution into the H&W fund for any employee in a single calendar year.
- (h) Pursuant to the Rehabilitation Plan adopted by the Pension Fund Board of Trustees effective September 30, 2012, the Employer hereby adopts the 2012 Preferred Schedule which includes a \$75.00 decrease in the Welfare Fund weekly contribution rates and the corresponding \$75.00 increase in the Pension Fund weekly contribution rates. Accordingly, the Employer shall contribute the sums below per week for each employee to the Welfare Fund.
- (i) Effective June 1, 2016- \$175.00 per week per employee (\$250.00-\$75.00)

Effective March 5, 2017-\$190.00 per week per employee (\$265.00-\$75.00)
Effective June 1, 2017-\$207.00 per week per employee (\$282.00-\$75.00)
Effective December 31, 2017-\$282.00 per week per employee
Effective June 1, 2018-\$289.00 per week per employee.
*Re-allocation of funds pursuant to the Funding Improvement Plan as of December 31, 2017

ARTICLE 6 – PENSION FUND

Section 1. The employer is obligated to contribute the required contribution per week for each employee covered by this Agreement to the Pension Fund of the Automobile Mechanics Local No. 701 Union & Industry Pension Fund Office not later than the twentieth (20th) of the following month. For example, the June payment shall be made no later than July 20th. The Method and amount of payment shall be as follows:

Pursuant to the Rehabilitation Plan adopted by the Pension Fund Board of Trustees effective September 12, 2012, the Employer hereby adopts the 2012 Preferred Schedule which includes the \$75.00 increase in the Pension Fund weekly contribution rates and the corresponding \$75.00 decrease in the Welfare Fund weekly contribution rates. Accordingly, the Employer shall contribute the sums below per week for each employee to the Pension Fund.

Effective June 1, 2016- \$258.00 per week per employee (\$183.00+\$75.00)
Effective March 5, 2017-\$258.00 per week per employee (\$183.00+\$75.00)
Effective June 1, 2017-\$258.00 per week per employee (\$183.00+\$75.00)
Effective December 31, 2017-\$183.00 per week per employee
Effective June 1, 2018-\$190.00 per week per employee.

*Re-allocation of funds pursuant to the Funding Improvement Plan as of December 31, 2017

The Pension Plan shall be administered by the Board of Trustees composed of an equal number of Employer Trustees and Union Trustees. Employer Trustees to be made up of those groups paying into said Pension Fund.

The Employer's liability and method of payment is limited as follows:

- (a) The appropriate amount per employee, per week, shall be contributed for each employee covered under the collective bargain agreement for any week in which such employee performs any service for the Employer, even when such service is not performed under the terms of the collective bargaining agreement. This shall apply to new employees from the date of hire.
The Employer shall make the appropriate contribution per week beginning with the first week worked by an employee if the employee remains on the payroll for more than thirty-one (31) days (which contribution shall be made retroactively once such time limit has passed) or if he is a member of Local 701 at the time of his employment. If the employee does not remain on the payroll for thirty-one (31) days this weekly contribution shall not be required.

- (b) If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of thirteen (13) weeks.
- (c) If an employee is absent because of occupational illness or injury or vacation, the required contribution shall be made until the employee returns to work or for a period of twenty-six (26) weeks, whichever period is the shorter.
- (d) The obligation to make the above contribution shall continue during periods when the collective bargaining agreement is being negotiated and during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as, vacations, etc.

Any future surcharge upon ratification of this agreement under the Pension Protection Act shall be borne by the employees from the wage package.

I.A.M. NATIONAL PENSION FUND

A. The employer shall contribute to the I.A.M. National Pension Fund (the "fund") for each hour or portion thereof for which employees in Foreman/Leadman, Journeyman Mechanic, Apprentice Mechanic, Helper, and Utility classifications covered by this agreement are entitled to receive pay under this agreement as follows limited to forty (40) hours per week. This shall apply to new employees from their date of hire:

Effective June 1, 2016, the contribution rate shall reflect the new amount as shown on the attached wage addendum

Effective June 1, 2017, the contribution rate shall reflect the new amount as shown on the attached wage addendum

Effective June 1, 2018, the contribution rate shall reflect the new amount as shown on the attached wage addendum

B. If the employee is paid only for a portion of an hour, contributions will be made by the employer for the full hour.

C. The obligation to make the above contribution, based on a forty (40) hour work week, shall continue during periods when the collective bargaining agreement is being negotiated and during periods when the employee is not performing a direct service for the Employer due to vacations, holidays, personal days, jury duty, funeral leave or other absences provided for in this Agreement.

D. The employer shall not be obligated to pay contributions for any employee who is on unpaid leave for union business.

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments

thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implicated through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this Pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

J. If an employee is absent because of a verified non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of twenty (20) work days.

K. If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work or for a period of two-hundred (260) work days, whichever period is the shorter.

ARTICLE 7 – WORK SCHEDULE

Section 1. All employees within the terms of this Agreement shall be guaranteed not less than forty (40) straight time hours of work per week (Monday through Friday). The guarantee shall be reduced by the number of hours of an employee's absence or where an employee is discharged for just cause. If an employee is recalled from layoff on any day of the work week, his guarantee shall be for the balance of that work week.

Section 2. – NIGHT SHIFT

- (a) Employees on night shift shall work forty (40) hours in five (5) nights, Monday to Friday inclusive.

The starting time established on Monday shall continue each day of the week through Friday. Night shift starting time the same during the week except for the purpose of scheduling training.

- (b) Night shift shall mean any shift that starts before 5:00 a.m. or ends after 6:00 p.m., but the night shift rate shall not apply when day men are working after 6:00 p.m. and being paid overtime for the same.

ARTICLE 8 - OVERTIME

Section 1. - OVERTIME PAY Overtime at the rate of time and one-half (1 ½) shall be paid for all hours worked in excess of eight (8) hours during any one day and for all hours worked in excess of forty (40) hours in any work week; provided that overtime shall not be paid twice for the same hours worked. Overtime at the rate of double (2) times shall also be paid for work performed on Sundays and Holidays.

Section 2. - MINIMUMS A minimum of four (4) hours at time and one-half (1 ½) shall be paid for all emergency work. All hours worked on Saturday shall be paid at time and one-half (1 ½) with a minimum of four (4) hours guaranteed. All hours worked on Sunday shall be paid at double time with a minimum of four (4) hours guarantee. All hours worked on a Holiday listed in Article 9 shall be paid at double (2) time with a minimum of four (4) hours guarantee in addition to holiday pay.

Section 3. - CALL-IN PAY When an employee is called for overtime work (in or outside the shop) either before or after this regular shift, which work is not consecutive with the beginning or end of his regular shift, he shall be paid not less than four (4) hours at one and one-half (1 ½) times his regular rate of pay.

When an employee is asked to work overtime either before or after his regular shift and the work is consecutive with the beginning or end of his regular shift, he shall be paid his regular overtime rate for the time worked. The four (4) hour minimum call-in provision shall not apply in this situation.

Section 4. - RESTRICTIONS In no case shall any employees coming under the jurisdiction of Automobile Mechanics Local No. 701 take time off for overtime worked.

Section 5. - EQUALIZE OVERTIME An effort shall be made to equalize the overtime among the employees of each job classification as evenly as practicable. To accomplish this the following procedure shall apply:

- (a) When overtime is necessary, it will be offered to the employees in the classification needed with the least overtime to their credit at that location. If

an employee refuses the work, he shall be credited for the purposes of equalization only, with the hours he could have worked.

- (b) Should an insufficient number of employees at the location voluntarily accept the overtime, the Company shall offer the overtime to other employees in that classification at other locations on the same basis. If, nevertheless, the Company is unable to secure sufficient employees, it reserves the right to direct the employees in inverse order of seniority to perform the overtime work. It is understood that the Company, in such cases, will exercise this right only to the extent it deems necessary to accomplish the overtime work.
- (c) Except in emergencies or unpredictable situations, the Company will notify the employees to work on Saturdays, Sundays or holidays by the end of the employee's shift on the last working day preceding such work.

ARTICLE 9 – HOLIDAY PAY

Section 1. – HOLIDAYS AND HOLIDAY PAY All employees coming under the jurisdiction of this Agreement shall be paid for the following Holidays, regardless of the day of the week on which the holiday shall fall:

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

(*) As celebrated by the Industry.

The hours of the employee's regular shift shall constitute a day's pay for the above holidays. A holiday shall be counted as a day worked in computing overtime.

Section 2. – PAY ON WORKED HOLIDAYS Employees who are required to work on any of the above-mentioned holidays (except the Day after Thanksgiving) shall be paid at the rate of straight time for the holiday plus additional double time for the hours worked on the holiday with a minimum call of four (4) hours. Employees who are required to work on the Day after Thanksgiving shall be paid at the rate of straight time for the holiday plus additional 1 and ½ time for the hours worked on the holiday with a minimum call of four (4) hours. To receive pay for the above-mentioned holidays the employee must work the scheduled work day before and the scheduled work day after the holiday and have been employee for thirty (30) days or more prior to such holiday.

Should any of the holidays covered by this agreement fall within a period of forty-five

(45) days following a layoff, employees having attained at least one-year seniority shall, upon being called back within the same forty-five (45) day period, be paid for such holidays.

Section 3. – ROTATION OF HOLIDAY WORK Holiday work shall be rotated among employees of each classification as evenly as practicable in each location.

Section 4. – DAYS OBSERVED AS HOLIDAYS Any of the above holidays falling on Sunday, the following Monday shall be observed and paid for as such.

When the Christmas Eve or New Year's Eve Holiday falls on Friday, the Company may at its discretion, designate the preceding Thursday or following Monday as the day for such holiday observance.

It is understood that if the Company elects this option, Christmas or New Year's Day will be recognized on that Friday before.

The day so named shall become the observed holiday and paid for as such. The company will give as much advance notice of any such designation as business conditions allow.

In the event the Company does not recognize the Eve Holiday on Thursday or Monday, as cited above, then the Christmas Day or New Year's Day Holiday shall remain recognized on Saturday.

Where any of the specified Holidays in this Article fall on days Monday through Saturday and by Federal or State Laws and/or by proclamation are designated to be observed on a different day, the day so named shall become the observed holiday under the terms of this Agreement and paid for as such.

Section 5. – HOLIDAYS WITHIN VACATIONS When one of the holidays designated in this Agreement falls within an employee's scheduled vacation period, the employee shall be granted either an additional day's pay or an additional day off with pay shall be added to his vacation, consistent with operating requirements.

ARTICLE 10 – VACATIONS

Section 1. – ELIGIBILITY

- (a) Each employee who in the preceding year has worked continuously for the same Employer shall be entitled to one (1) week vacation with pay, computed by multiplying the straight time hourly rate of such employee by forty (40) hours.
- (b) Each employee who in the preceding three (3) consecutive years has worked

continuously for the same Employer shall be entitled to two (2) weeks' vacation with pay, computed by multiplying the straight time hourly rate of such employee by eighty (80) hours.

- (c) Each employee who in the preceding ten (10) consecutive years has worked continuously for the same Employer shall be entitled to three (3) weeks' vacation with pay, computed by multiplying the straight time hourly rate of such employee by one hundred twenty (120) hours.
- (d) Each employee who in the preceding fifteen (15) consecutive years has worked continuously for the same Employer shall be entitled to four (4) weeks' vacation with pay, computed by multiplying the straight time hourly rate of such employee by one hundred sixty (160) hours.

Section 2. – SCHEDULING VACATIONS Vacations shall be picked according to the seniority of the men consistent with operating requirements.

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

If an employee chooses to "split" his vacation, his first choice of week or weeks shall count after all employees have picked their vacations. The employees with "split" vacations may again choose the balance of their vacation by seniority according to classification.

Section 3. – ELIGIBILITY DATE Eligibility for vacation shall begin with the date of employment of each individual employee. Each year of eligibility thereafter shall be the year following the anniversary date of the employee's employment to the next such anniversary date.

Section 4. – PREVAILING RATE An employee shall be compensated for his vacation at his wage rate prevailing at the time he starts his vacation.

Section 5. – PRO-RATA VACATION An employee who completes eighteen (18) months or more of service from the date of employment, upon being laid off, discharged or voluntarily leaving the service of the Employer, shall not only receive his vacation pay if he has acquired one, two, three or four weeks, but shall also receive a pro-rata share of the extra months he may have coming, which shall be figured by months. Sixteen (16) days or more shall be counted a full month; less than sixteen (16) days shall not be counted. For example:

After 18 months service, the pro-rata share shall be 3 1/3 hours vacation pay for each month.

After three (3) years' service, the pro-rata share shall be 6 2/3 hours vacation pay for each month.

After ten (10) years' service, the pro-rata share shall be 10 hours vacation pay for each month.

After fifteen (15) years' service, the pro-rata share shall be 13 1/3 hours vacation pay for each month.

Employees who are discharged for offenses under an agreed upon substance abuse policy, shall not be eligible for pro-rata vacation pay.

Section 6. An employee shall be eligible for vacation if he has worked nine hundred (900) straight time hours since his last anniversary date.

Section 7. Time lost as a result of injury on-the-job shall be counted as part of the required nine hundred (900) hours in the anniversary year in which the injury occurs.

ARTICLE 11 – SENIORITY

Section 1. – SENIORITY ON LAYOFF AND RECALL In laying off men or returning men to work after layoff, seniority shall prevail on a Company-wide basis by job classification. Journeyman Mechanics and Leadman Foremen shall be in the same classification for the purposes of layoff. In the case of employees which have been continuously employed and progressed through all 701 classifications, seniority shall accrue from the date of hire. Any employee laid off shall carry his seniority for two (2) years.

Section 2. – NOTIFICATION OF RETURN TO WORK BY CERTIFIED MAIL

Where a laid off employee is notified to return to work, he shall notify the Employer that he intends to return. The Employer shall allow at least five (5) working days for his return.

Section 3. – RELOCATION In the event employees are to be laid off at a particular location or that a particular Employer intends to close a particular location, the men displaced shall have the opportunity to move to other locations of that Employer in accordance with their seniority and qualifications. The Employer and the Union agree to confer with respect to the particular location to which an employee will be moved to the end that "bumping" is minimized as much as possible, giving consideration to the employee's home address and the Employer's need for his skill and ability.

Section 4. – SENIORITY ON SHIFTS While "bumping" as such will not be permitted, an employee of the same classification working nights and having been on the job at least one (1) year may exercise his seniority if a day job shall be open, providing he has the skill and ability to handle such day job. If the Employer shall hire a new man for a day job, the Employer shall have the right to keep such new man on the day job for the length of his probationary period before transferring said employee to a night job.

Section 5. – PROBATIONARY PERIOD The probationary period for new hires shall be

ninety (90) days.

Section 6. – PROMOTION TO NON-UNIT JOB If an employee covered by this Agreement is promoted to a supervisory capacity excluded from the bargaining unit and remains outside the unit in excess of six (6) months and he is returned to the unit, his seniority for layoff purposes shall begin the date he returns to work within a classification covered by this Agreement.

ARTICLE 12 – WARNING NOTICES AND DISCHARGE

The Employer shall be given warning notices, in writing, to employees for rule infractions or improper work performance. A copy of such warning notice shall be sent to the Union. The third occasion for discipline in a twelve (12) month period shall constitute cause for discharge, except that the Employer shall have the right of immediate discharge for major offenses, such as, dischargeable offenses under an agreed upon substance abuse policy, theft, sleeping on-the-job, refusal to do work for which an employee was hired. The Employer shall not impose the intermediate step of disciplinary time off in the administration of discipline. An employee is not to be disciplined or discharged without just cause.

ARTICLE 13 – JOB POSTING

Section 1. – PERMANENT VACANCIES AND PERMANENT NEW JOBS All permanent vacancies and permanent new jobs created on any shift at any separate yard location shall be posted on all bulletin boards three (3) days at all locations, exclusive of Saturday, Sunday and Holidays, in order to give regular employees an opportunity to make application for such jobs. Such applications shall be in writing. The selection shall be made within ten (10) days, exclusive of Saturday, Sunday and Holidays, and shall be based on (a) skill and ability to perform the work, (b) physical fitness, and (c) continuous services. The qualifications of regular employees as provided in (a) and (b) shall be determined by the Employer and where they are relatively equal as between different applicants, length of continuous service shall govern. In the event classifications are not filled by "job posting", then the Employer may, in its discretion, select any person it may deem competent to fill the vacancy with the least amount of seniority. If no arrangements can be made to fill an opening due to sickness or vacation, the Company shall fill the vacancy with the employee in the same classification with the least amount of seniority.

Section 2. – LEADMEN OR FOREMEN POSITIONS There shall be no posting of Leadmen or Foremen positions. The Employer shall have the right to select Leadmen or Foremen.

ARTICLE 14 – ADJUSTMENT OF GRIEVANCES

Section 1. – PRESENTATION OF GRIEVANCES Any individual employee or group of employees shall have a right to present grievances to their Employer and to have such grievances adjusted and similarly, an individual Employer and the Association shall have the right to present grievances to the Union. All grievance must be presented within five (5) working days from the day the event occurs which gives rise to the grievance. Neither party shall be under any obligation to consider any grievance which is not presented within

the time provided herein.

Any grievance that is not appealed within the time specified in this Article shall be considered as settled on the basis of the decision last given and shall be final and binding upon the Employer, the Association and the Union and the employee or employees involved. However, in all steps of the grievance procedure, an extension of time to appeal or answer a grievance may be agreed upon in writing.

Section 2. – GRIEVANCE PROCEDURE. Should any grievance arise during the life of this Agreement, the same will be settled in accordance with the following procedure:

FIRST: An effort shall be made to adjust the grievance by and between the Employee having the grievance and his immediate Supervisor. If he so desires, the Employee may also have his Union Representative present and the grievance may be presented by the Union Representative.

SECOND: If the grievance is not resolved within five (5) days at the first level and if the Union elects to proceed with it, the grievance shall be reduced to writing and an attempt will be made to adjust the grievance by and between the Plant Manager and a Union Representative.

THIRD: If a grievance is not resolved within ten (10) days at the second level, it shall promptly be referred for adjustment to the appropriate Union Official and a Management Representative of the Employer. Thereafter, an effort shall be made to adjust the grievance by the Management Representative and a Representative of the Union. The decision of the Management Representative and the Representative of the Union on the grievance shall be in writing.

FOURTH: (a) Any grievance which remains unsettled after having been fully processed pursuant to the first three steps in the grievance procedure as set forth in this Article may be submitted to arbitration upon written request of either the Union or the Employer to the other, provided however, that such request is delivered by the requesting party to the other party within ten (10) calendar days after receipt by the Union of the final decision of the Employer pursuant to Step Three of the grievance procedure.

- (b) If arbitration is requested, the Union and the Employer shall select one (1) arbitrator. In the event the parties are unable to agree upon an arbitrator, the American Arbitration Association shall select an arbitrator in accordance with their procedure.
- (c) The arbitrator shall be bound by the terms and provisions of this agreement, and shall have no authority to add to, subtract from, modify or amend any provision of this agreement. A decision of the arbitrator on any grievance within the scope of the issues submitted shall be final and binding on the individual Employer. The Association, the Union and the employee or employees involved.

- (d) The expenses of the arbitrator, including his/her fee, meeting room if necessary and any filing fees when reasonable and local venue is chosen and agreed upon, shall be divided equally between the parties.
- (e) The American Arbitration Association expedited arbitration procedure shall also be an option if agreed to by both parties to this agreement.

Section 3. This Section 3 shall not apply to any member of the Association, party to this Agreement. Notwithstanding any other provision of this Agreement to the contrary, if the Company fails or refuses to remit the monthly Health & Welfare Fund or Pension Fund contributions herein provided within twenty (20) days after a notice of delinquency is mailed to the company via certified mail by the Administrator of the Health & Welfare and/or the Pension Fund, then in such event, the Union without the necessity of giving any other or further notice, shall have the right to strike or take such other legal action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the Union, the Company shall be responsible to the employees for any losses of any Health & Welfare and/or Pension benefits resulting therefrom.

The Union shall not have the right to strike as herein provided, if the Company notifies the Administrator of the Pension and/or Health & Welfare funds, in writing, that a dispute exists concerning the amount of or liability for such contributions and the Company agrees to and does commence to avail themselves of the grievance procedure as set forth in this Agreement. In the event the Company refuses to use the grievance procedure, the Union shall have the right to strike as hereinabove provided.

Section 4. Employers who are members of the Association shall be subject to the provisions of this Section and not Section 3. In case of violations of the Wage, Health & Welfare or Pension provisions of this Agreement, after the Union has notified the Employer by certified mail, the Union will not be required to go through the arbitration procedure, but may follow instead the following procedures:

- (a) The Union may request in writing a meeting with the Permanent Labor Committee of the Association, who shall thereupon be ready and able to meet with the representatives of the Union within seven (7) days from the receipt of the request for a meeting. In the event the Permanent Labor Committee fails through its own fault to meet with the Union within the specified seven (7) days' time after notice, the Union may use economic recourse, including the right to strike and picket against the particular Company.
- (b) If the Permanent Labor Committee and the Union agree that this is a violation of the kind described above, the Union will be at liberty to use economic recourse including the right to strike and picket for settlement of such cases. The decision of the Permanent Labor Committee and the Union shall be set forth in writing.
- (c) In the event the Permanent labor Committee does not agree that the particular case is a violation of the kind described above, then the Union and Employer shall

conform in all respects to all procedures set forth in this Article for the settlement of disputes. The decision of the Permanent Labor Committee shall be set forth in writing.

Section 5. – TIME LIMIT FOR DISCHARGE GRIEVANCES Any grievance with respect to the discharge of an employee shall be subject to processing under this Article the same as any other grievance, except that any grievance based on discharge must be presented within five (5) days after the occurrence of the discharge or the case will be considered closed. The Employer shall not discharge or suspend any employee without just cause.

Section 6. – NO STRIKES – NO LOCKOUTS In view of the fact that the parties have provided for an orderly procedure for settling differences of opinions and disputes, the Union agrees that for the duration of this Agreement there shall be no strikes and the Employer agrees that during the life of this Agreement there shall be no lockouts. The provisions of this Article shall not apply to any Employer that refuses to follow the procedures outlined herein.

ARTICLE 15 – FUNERAL LEAVE

Where an employee's spouse, child, grandchild, mother, father, sister, brother or parents of current spouse dies, said employee shall be given up to three (3) days off from work (Monday through Friday) if he desires same without loss of pay, ending with the day of the funeral. In the event of the death of an employee's grandparent, said employee shall be given one (1) day off from work without loss of pay for the purpose of attending the funeral. A day's pay for the purpose of this provision shall not exceed eight (8) hours straight time pay.

ARTICLE 16 – TOOL REQUIREMENTS

Section 1. All mechanics shall furnish small hand tools, and the Employer shall furnish all heavy-duty tools, including cutting tools. In the event of a difference in opinion as to what constitutes "small hand tools" or "heavy duty tools" that cannot be adjusted between the proper official of the Employer and a representative of Automobile Mechanics Local No. 701, then the dispute shall be referred to an Arbitration Committee as set up in Article 14 of this Agreement.

Section 2. The Company shall be responsible for replacing employee's personal tools and/or tool box which he is required by the Company to furnish for himself if such personal tools and/or tool box is lost due to proven theft or by fire or destructions. This responsibility shall be limited to theft of a complete set of tools or a major portion thereof (in excess of \$50.00). (This is not to be misconstrued as a \$50.00 deductible clause.) The Company's liability shall not, however, exceed the actual cost of the tools stolen. Employees shall cooperate in safeguarding their personal tools, including but not limited to, locking his tool box when he is not present.

For employees to be covered under this Article, it is understood that each employee must

furnish the Company with a complete inventory of his personal tools, subject to verification by the Company, and must keep such inventory current. The employee shall retain a copy of such inventory for his own protection. The employee's tool inventory may be submitted either in writing or as a video in the format approved by the employer.

EXAMPLE: Where tool loss is \$50.00, employee is not reimbursed for any loss. Where tool loss is \$50.01 or more, employee is reimbursed \$50.01 or more for loss. The Employer shall also be responsible for the repair of employee-provided air tools. In the event repair exceeds cost of replacement, replacement will be of like quality and/or brand.

ARTICLE 17 – JURY DUTY PAY

Any employee who loses time from work, Monday through Friday, solely because of engaging in jury duty, will be paid the difference between his straight time pay lost and his jury fee for each such day, provided however, that this jury duty pay will be limited to eight (8) hours for each such day and to a maximum of four (4) calendar weeks per calendar year. To be entitled to this benefit, the employee must report to his Employer for work on each day when he is released from jury duty, except when he is released after 12:00 Noon. To qualify for jury duty, pay, an employee must have been on the payroll for thirty-one (31) days prior to requesting leave for jury duty. The provisions of this Article are not applicable to any employee who volunteers for jury duty without being summoned.

ARTICLE 18 – SCHOOL PAY – CLASSES OF INSTRUCTION

An employee who is requested by the Company to attend a school or class of instruction, and which may necessitate his being away from his home overnight, shall be compensated for the time so spent at his regular hourly rate of pay, not to exceed eight (8) straight time hours per day. Such compensation shall include other related expenses incurred which can be proven, such as meals, lodging and transportation where such expenses are necessary and reasonable.

ARTICLE 19 – HEALTH & SAFETY

The Company shall furnish and maintain safe and healthful sanitary conditions, including washing facilities and toilets.

ARTICLE 20 – SAFETY AND OCCUPATIONAL INJURY

The Employer recognized the importance of a safe workplace. Therefore, the Employer will comply with all state and federal safety and health regulations.

An employee who is injured on-the-job and is sent home or to a hospital or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of

his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury who is required by a Worker's Compensation doctor to receive an additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE 21 – NON-DISCRIMINATION

The Employer and the Union agree that neither party will discriminate against any employee because of race, religion, color, sex, age (as required by law) or national origin.

ARTICLE 22 – SALE OR TRANSFER

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

- (a) In the event an Employer buys out the business or operations of another Employer and operates it as a separate legal entity, then the seniority of the employees shall continue on the same basis as it existed prior to the occurrence of said buyout.
- (b) In the event an Employer buys out another Employer covered by this Agreement and merges operations of the bought-out Employer into his own, the seniority of the employees shall be established as follows:
 - (1) In the event the acquiring Employer has bought out or merged with another solvent Employer who is covered by this Agreement, the seniority of the employees of both Employers shall be merged within their seniority units in accordance with their dates of hire with their respective Employers, to the extent of the acquiring Employer's need as to qualifications and number of employees.
 - (2) In the event the bought-out Employer is insolvent, the employees of such Employer who are retained shall be placed at the bottom of the seniority list as a group listed in accordance with their previous seniority standing. The acquiring Employer need retain such employees of the bought-out Employer only to the extent of his need as to qualifications and number.

ARTICLE 23 – UNION DUES AND COLLECTIONS

The Employer, where so authorized and directed in writing by an individual employee subject to this Agreement upon a form of authorization in conformity with the provisions of the Labor Management Relations Act of 1947, shall deduct initiation fees and dues from the pay of such employees the first pay day of the current month, and shall remit the same to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the current month.

ARTICLE 24 – SAVINGS CLAUSE

If any provision of this Agreement is or shall be in contravention of the laws or regulations of the United States or of the State of Illinois, all other provisions of this Agreement shall continue in full force and effect, and both parties to this Agreement agree to discuss any Article or Section of this Agreement so affected. In the event that any governmental agency disallows any part of this Agreement, it is agreed that should that agency and its rules and regulations subsequently be dissolved during the life of this Agreement, such items as were disallowed by the agency shall be reimplemented effective on the date of the dissolution of that agency and its rules and regulations.

ARTICLE 25 – UNION REPRESENTATIVE AND STEWARDS

A steward may be appointed for each shop or shift, at the discretion of the Union. In case of any minor difficulty in the shop, the steward shall be permitted reasonable time to adjust same without pay deduction. The steward shall obtain permission from his immediate supervisor. Accredited representatives of Automobile Mechanics Local No. 701 shall be permitted to enter the shops of the Company for business purposes during day or night shifts.

ARTICLE 26 – TRAVEL ALLOWANCE

Employees who are asked by the Company to use their own vehicles to travel between job locations will be reimbursed at a mileage rate equal to that currently allowed by I.R.S. regulations.

If temporarily assigned during the course of a work day, the mileage rate will be applied to the miles calculated between the employee's permanent location and the locations to which the employee was required to travel round trip.

If temporarily reassigned for a number of days, the mileage will be computed as that from the employee's home to the temporary assignment locations, round trip.

In the latter instance, if the mileage is less than that normally driven by the

employee from his home to his permanent work assignment, no allowance will be paid.

Notwithstanding the foregoing, any plan in effect presently regarding travel, the above Article will not be used to reduce present practices.

ARTICLE 27 – TRAINING FUND

To be allocated from the total economic package - \$2.00 per week per person as of June 1, 2016. Any future contributions to be allocated from the total economic package.

ARTICLE 28- DEFINED CONTRIBUTION PLAN

Annual Contribution

Everyone must sign up for a 401k or not be eligible to participate. Any money added to the IAM Contribution over the current amount (currently capped at 40 hours) will be calculated, times all hours over 2080 hours in a contract anniversary year (6/1 through 5/31) and would be paid to the Fund on the first payroll week after 5/31 of each year of the CBA.

See separate NIRMMA 401K Addendum if participating in Automobile Mechanics' Local No. 701 Union and Industry Defined Contribution Plan

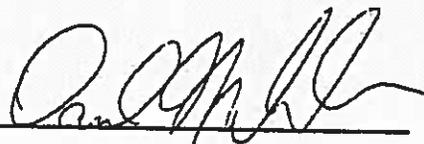
ARTICLE 29 – DURATION OF AGREEMENT

This Agreement shall become effective the day first above written and shall remain in full force and effect through June 1, 2016 and from year to year thereafter unless and until it shall be terminated on May 31, 2019, or on a like date in any subsequent year thereafter of such termination.

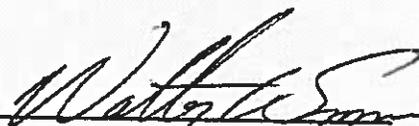
**NORTHERN ILLINOIS READY MIX
AND MATERIALS ASSOCIATION**

**AUTOMOBILE MECHANICS'
UNION LOCAL 701 IAM&AW**

By:



By:



Date:

12-5-18

Date:

12-12-18