

**Teamsters – Kansas City**

**AGREEMENT**

**BETWEEN**

**THE BUILDERS' ASSOCIATION**

**And**

**TEAMSTERS LOCAL UNION 541  
Affiliated with the  
International Brotherhood of Teamsters**

**April 1, 2011 Through March 31, 2014**

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**TEAMSTERS**

**JOINT AGREEMENT**

Between **THE BUILDERS' ASSOCIATION**, hereinafter referred to as the "Association", and **TEAMSTERS LOCAL UNION NO. 541**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, hereinafter referred to as the "Union",

**ARTICLE I  
DECLARATION OF PRINCIPLES**

That there shall be no limitation as to the amount of work a man shall perform during his working day.

That there shall be no restriction in the use of machinery or tools.

That no person shall have the right to interfere with workmen during working hours.

That the foreman shall be selected by and be the agent of the employer.

That all workmen are at liberty to work for whomsoever they see fit.

That all employers are at liberty to employ whomsoever they see fit.

**ARTICLE II  
UNION SECURITY**

It shall be a condition of employment that all employees of any member of the Association covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those employees who are not members of the Union on the effective date of this Agreement shall, on or after the thirtieth day, and in the case of construction site employees on and after the seventh day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees of any member of the Association covered by this Agreement hired by such member of the Association on or after its effective date shall, on or after the thirtieth day, and in the case of construction site employees on and after the seventh day, following the beginning of such employment become and remain members in good standing in the Union.

The employer shall not be required to discharge any employee for non-compliance with the foregoing until the employer receives a written request from the Union specifying the reason for such request, and the Union agrees to indemnify the employer and hold the employer harmless from any liability or claims by reason of compliance with the request of the Union.

It is the intention of the parties in connection with the execution of this Agreement to comply with all laws, state and federal, relative to the subject matter of this Article, and in the event that any clause of this Article should be contrary to any law, state or federal, said clause shall be inoperative in any state in which it is contrary to state or federal law and the remainder of the Agreement shall remain in full force and effect.

### **ARTICLE III JURISDICTION OF AGREEMENT**

The jurisdiction of this Agreement shall extend to and include the counties for Area I: of Bates, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Platte and Ray in Missouri and Johnson, Leavenworth, Miami and Wyandotte in Kansas and for Area II: of Benton, Carroll, Chariton, Cooper, Grundy, Howard, Linn, Livingston, Mercer, Moniteau, Morgan, Pettis, Randolph, Saline and Sullivan.

This Agreement covers and applies to all work in the established jurisdiction of the Union.

### **ARTICLE IV JURISDICTION OF WORK**

The Association agrees to recognize, and does hereby recognize, the Union, its duly recognized agents, representatives or successors, as the exclusive bargaining agent for all employees of the employer as herein defined, who are employed by the employer in its establishments or sites of work located within the jurisdiction of this Agreement, including delivery of materials to and from all job sites.

Where a jurisdictional dispute involves the Union and another union, it shall be referred to the international presidents of the two unions for determination and the work shall proceed as assigned by the employer until such determination by the international presidents has been confirmed to the disputing union.

The Union and the employer agree that there shall be no strikes, lockouts, or interruption of the disputed work over jurisdictional disputes.

**ARTICLE V  
WAGES AND CLASSIFICATIONS**

It is hereby agreed that the job classifications and the wages covering same are as follows: (Includes Supplemental dues of \$ .75).

Area I:	Classification	Base Rate of Pay per Hour Effective 4/1/11
<b>Group 1</b>		
	Warehouseman & Stock Men	\$30.09
	Dump Truck Drivers (under 10 yds.)	\$30.09
	Flat Bed Truck Drivers	\$30.09
	Pick-up Truck Drivers	\$30.09
	Dump Truck Drivers (10 yds. and over)	\$30.09
	Transit Mix (Redi-Mix) (5 yds and above)	\$30.09
	Semi-Truck Driver	\$30.09
	Steel Truck Driver	\$30.09
	Distributor Truck Driver & Operator	\$30.09
	Oiler, Greaser & Mechanic Helpers	\$30.09
<b>Group II</b>		
	Double Bottom Units (20-ton and over)	\$30.29
	Fork Trucks	\$30.29
	Heavy Excavating (Dumpsters, Euclids, etc.)	\$30.29
	Heavy Hauling, A-Frame & Winch Trucks	\$30.29
	Hydraulically Operated Aerial Lift	\$30.29
	Hydro Lift Trucks	\$30.29
	Straddle Trucks	\$30.29
	Wheel Tractors (when used for towing)	\$30.29
	Articulated Dump Truck	\$30.29
<b>Group III</b>		
	Mechanics/Welders (Wage rate includes Tool Allowance)	\$30.66
<b>Group IV</b>		
	Truck Driver Foreman or Pusher	\$31.09



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1. An apprenticeship program established effective April 5, 2007 as set forth in the Standards of Apprenticeship was developed by The Builders' Association and the Heavy Constructors Association and the Teamsters Local Union No. 541, for the trades of Construction Driver, Mechanic and Warehouse Worker who are named under Article V, sub-section "Classification" of this agreement. This apprenticeship program was placed into effect upon formal approval of the Department of Labor, Office of Apprenticeship. This apprenticeship program shall be a "Letter of Intent" type of program and shall be administered by the Joint Apprenticeship Committee comprised by an equal number of members of the Builders' Association and the Heavy Constructors Association and Teamsters Local No. 541. The Apprenticeship Standards of the Mo-Kan Teamster Joint Apprenticeship and Training Committee approved by the Office of Apprenticeship of the United States Department of Labor are hereby incorporated by reference as part of this Agreement.

2. Apprentice wage rates:

**Construction Driver/ Mechanic/ Warehouse Worker**

<u>Period</u>	<u>Hours of Work</u>	<u>Scale/Percentage of Journeyworker Rate</u>
1 <sup>st</sup>	700 Hours	60%
2 <sup>nd</sup>	700 Hours	70%
3 <sup>rd</sup>	700 Hours	80%
4 <sup>th</sup>	700 Hours	90%
More than 2800 Hours		100% of Journeyworker Rate

The definition of hours of credit is actual work hours.

The rates of wages for Apprentices are based on a reduction from the Journeyperson Classification rates of pay as established in the Collective Bargaining Agreement.

3. Employers shall pay apprentices the full fringe benefits package as described in this contract.

4. The employer may employ one (1) Apprentice whenever one (1) Journeyperson (including Foreman) is employed within the jurisdiction of this Agreement and at a ratio of one to one thereafter.

5. It is agreed that apprentices should, when possible, be moved by the employer to different types of operations so as to become adept in a variety of operations.

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6. No person who has previously worked as a journeyman construction driver, mechanic or warehouse worker shall be eligible for this apprenticeship program. Decisions concerning apprentice wages and advancements shall be made by the Joint Apprenticeship Committee.

### ARTICLE VI WORKING RULES

1. Eight (8) hours shall constitute a day's work, and five (5) consecutive eight (8) hour days shall constitute a week's work, Monday through Friday. Time and one-half the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week.

Starting time shall be between the hours of 6:00 A.M. and 9:00 A.M. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 P.M., whichever comes first, shall be paid for at the time and one-half rate. Any employee called to work anytime after 9:00 A.M. will be paid from 9:00 A.M., except that if the job site employees are starting work at 9:00 A.M. the Teamster may also start at 9:00A.M.

There may be an eight (8) hour day different from paragraph one above in special circumstances or where valid reasons exist which preclude the normal eight hour day at straight time rate of pay. Prior notice to the Union is required in such instances.

Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 P.M. and end at 12:30 A.M. with one-half (1/2) hour for lunch between 7:30 P.M. and 9:00 P.M. and shall received eight (8) hour's pay. The third shift shall begin at 12:30 A.M. and end at 8:00 A.M. with one-half (1/2) hour for lunch between 3:30 A.M. and 5:00 A.M. ad shall receive eight (8) hours' pay.

An employer, at his option, may elect to work four 10 hour days, Monday through Thursday, at straight time. All such work must be at least one week in duration. All work over 10 hours in one day or 40 hours in a week shall be at the overtime rate.

Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted (regardless of seniority) to work on Saturday (Friday if working 4-10's) as a Make



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Up Day at the straight time rate of pay. Any such employee shall have the option to refuse any such Saturday (/Friday) work. In the event all employees refuse such Saturday work then such work may be assigned on a compulsory basis in reverse order of seniority.

Lunch period shall be completed by 1: 30 P.M.

When an employee is required to work on any holiday set forth below he shall receive the double time rate for all time that the employee is required to perform work. Holidays are New Year's Day, Decoration Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day. When any of these holidays fall on Saturday the preceding Friday shall be observed. When such holidays fall on Sunday the following Monday shall be observed.

2. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double time on single shifts. Shift work may be performed by permission of the Local Union office only. On multiple shift work, double time shall start at 8:00 A.M. Sunday and end at 8:00 A.M. Monday.
3. Employees are to be allowed one-half (1/2) hour for supper with pay at contractual overtime rate if they work two (2) hours overtime after the end of their regular work day and if they are to continue to work after this supper period. In the event of additional overtime, employees will be allowed one-half (1/2) hour mealtime with pay as provided above after each additional four (4) hours overtime beyond the previous overtime plus mealtime, provided they are to continue working after such additional mealtime.

Where possible employees shall arrange to eat alternately to permit work to proceed continuously but this shall not be construed to deprive an employee of mealtime privilege and payment.

4. No work shall be performed on Labor Day except to save life and property.
5. There is to be one (1) hour show-up time for an employee called to work: four (4) hours to be paid if the employee is put to work, unless prevented from working four hours due to weather.
6. Seniority shall prevail at all times based upon length of service and qualifications. The employees on the job with the most seniority shall be given preference for all work, providing, however, that said senior employee is both available and qualified for work.

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A new employee shall be considered to be a probationary employee until such new employee has worked for the company for thirty (30) working days. However, at the end of the probationary period, the employee will go on the seniority rolls and this employee's seniority will revert back to the first day of the employee's employment. When an employee is on lay-off for a continuous period of one (1) year, then all the employee's seniority with that particular employer terminates.

In the event an employee's work performance is judged by the Employer to be repeatedly substandard and non-acceptable, the employee shall be subject to progressive discipline citations by the Employer

Upon occasion of the first citation to an employee for substandard work performance, the Employer will issue a verbal reprimand to the employee documenting grounds for the reprimand, with copy to the Local Union office.

Continued substandard work performance by the employee will result in the following action by the Employer:

Second Citation	Written Warning
Third Citation	2-Day Suspension
Fourth Citation	Termination

All disciplinary steps may be subject to the grievance procedure.

Employees may clear their record, prior to receiving a Fourth Citation, by working one year with no further incident of substandard work performance.

7. An employee, whose seniority is broken because that employee accepts a job that is not within the bargaining unit (even though that job is with the same employer) shall, if he later returns to the bargaining unit, begin as a new employee without seniority.
8. A Teamster shall be required on any dual-purpose, truck-mounted, Pitman Crane or similar type used exclusively for hauling, and while loading and unloading material from the bed of said Pitman Crane and stockpiling said material. A Teamster shall not be required on said equipment when used exclusively for hoisting and lowering.
9. When an employee is absent from work due to personal illness or personal business and where that employee's return to work is unknown, that employee shall be required to report their availability; otherwise that employee shall not be listed as eligible for work. If notification of availability is made properly then the employee shall

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be permitted to return to work on the next scheduled work day in accordance with their seniority.

10. The employer shall, at all times, determine the number of employees required for the employer's operation.
11. Piece work shall not be tolerated by the Union in any form, and no employee shall be required to do any specified amount of work.
12. Where an employee is sent out of town on special trips, arrangements shall be made to pay the employee's expenses. If arrangements are not made to pay expenses, employees shall be reimbursed for all canceled receipts turned into the company.
13. The Business Agent of the Union shall be permitted to visit the work at all times during working hours.
14. The employer agrees whenever work covered by this Agreement to be done at a site of construction, alteration or repair of buildings, structures, or other work is subcontracted, it shall be subcontracted only to employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.
15. No steward shall be discriminated against for performing the duties of the steward's office, and the steward shall be the last employee on the job in case of lay-off subject, however, to seniority.

Stewards shall not shut down, stop or slow down in any manner, any work operation. If a steward or any other employee under this contract violates this Section, said violation will subject the offender to immediate discharge; however, this clause shall not apply when immediate safety is involved. Further, the steward shall be subject to the same terms of employment as any other employee upon the work, but nothing in this Section shall be construed to prohibit the steward from performing the normal and legal duties required of such individual by the Union.

16. It shall not be considered a violation of this contract, nor shall any action be taken against any employee for refusing to cross a primary picket line at the job site.
17. There shall be an established pay day for all teamsters at least one day each week and that day will be by Friday evening or before. All employees being paid by check shall be paid in full by quitting time

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on the job for all time worked up to and including the day marking the end of the pay period. At the employer's option, the employer may implement mandatory weekly payroll payment for all teamsters by direct deposit. In such a case, all current teamster employees shall be given one month's advance notice, in order to make account arrangements. No such payment by mandatory direct deposit shall be implemented before August 1, 2007 (unless voluntarily done between employer and employee), and then only when at least one other trade working for the same employer has agreed to such form of payment.

18. When an employee is discharged or laid off the employee shall be paid on the job at the time of discharge or lay-off, and when a discharged employee is paid by time check, the person issuing the check shall add on one hour's time to same. When an employee quits of their own accord such individual shall receive their pay at the next regular pay day.
19. All work performed on Saturday up to 12:00 midnight shall be compensated for at the rate of time and one-half on single shifts except as noted in Article VI, Section 1 (Make-Up Day)
20. Discharges: The employer reserves the right to discharge any employee who is found to be dishonest, incompetent, insubordinate, inebriated or impaired by drugs while on duty.
21. No employee shall be required to drive any equipment which does not comply with all state safety regulations.
22. When a prospective employee is required to take a physical examination before employment, such individual shall be paid for the time spent in the doctor's office provided the employee is hired.
23. In the event a truck driver has their chauffeur's or CDL license revoked by the authorities and the employer cannot provide work for the driver, the employer agrees that driver shall be granted a leave of absence until the driver's license is returned or one year has passed, whichever occurs sooner, and if the driver's license is restored within the one year period the driver shall be returned to work in accordance with the driver's seniority rights.
24. The parties agree that there will be no employee referral system. This is not meant to preclude the identification of employees when filling request for job applicants.

**ARTICLE VII  
FRINGE BENEFIT PROGRAMS AND SUPPLEMENTAL DUES/SERVICE  
FEES**

**Section 1.**

On all work covered herein the employer shall pay Eleven Dollars and seventy-six cents (\$11.76) per hour for each regular or overtime hour worked by each employee, covered by this Agreement to such Depository as the parties to this Agreement may agree upon, each month this contract is in effect, which payments shall be made within ten (10) days after the last day of the preceding month for the hours worked during said preceding month. Simultaneously with making said payment, the employer shall also file a written report with said Depository setting forth the names, social security numbers and the hours worked by each employee for whom payments shall have been made during said period. Upon receipt of said payments, the Depository shall pay over said payments as follows:

Four Dollars and ten cents (\$4.10) of each hourly contribution into the **MO-KAN TEAMSTERS PENSION FUND**, to be used for the purposes set forth in the instrument creating said fund, executed October 13, 1969 by the parties to this Agreement; Five Dollars and eighty-five cents (\$5.85) of each hourly contribution into the **MO-KAN TEAMSTERS HEALTH AND WELFARE FUND**, to be used for the purposes set forth in the instrument creating said fund executed October 13, 1969 by the parties to this Agreement; One Dollar and no cents (\$1.00) of each hourly contribution into the **TEAMSTERS LOCAL UNION NO. 541 VACATION-HOLIDAY FUND**, to be used for the purposes set forth in the instrument creating said fund executed October 13, 1970, by the Union and The Heavy Constructors Association of Greater Kansas City; Forty-five Cents (\$0.45) of each hourly contribution into the **MO-KAN TEAMSTERS APPRENTICESHIP AND TRAINING FUND**, to be used for the purposes set forth in the instrument creating said fund, executed July 1, 2006 by the parties to this Agreement. Five Cents (\$0.05) of each hourly contribution into the **MO-KAN CONSTRUCTION INDUSTRY SUBSTANCE ABUSE FUND (CISAF)**, to be used for the purposes set forth in the instrument creating said fund executed April 4, 2003 and thirty-one cents (\$0.31) of each hourly contribution to the **BUILDING INDUSTRY ADVANCEMENT FUND**, to be used for the purposes set forth in the instrument creating said fund.

The Union, with a thirty-day notice to the Association prior to each anniversary date may increase established fringes if needed by decreasing wages by the same amount so that the total wage/fringe package remains the same for the period of this agreement.

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**Section 2.** Written reports will be required of all employers making payments as set out in all paragraphs of Section 1 and said reports will be due concurrently with the payment which in each and every instance shall be made within ten (10) days after the last day of the preceding month for the hours worked during said preceding month. Said written reports shall contain such information as desired by and be on a form approved by the Pension, Welfare, Vacation, Training, CISAF and Advancement Fund trustees. These forms for the use of employers will be furnished by the trustees.

**Section 3.** Each employer shall, upon request of an official agent of the Board of Health and Welfare Trustees, or upon request of any agent or designee of the Advancement Fund Committee, or upon request of an official agent of the Board of Trustees of the Pension Fund, or upon request of an official agent of the Vacation Fund Board of Trustees or upon request of an official agent of the CISAF, or upon request of an official agent of the Board of Trustees of the Training Fund permit such agent or designee during regular business hours to inspect and make copies of any and all records of the employer pertaining to compensation paid to employees, hours worked by employees, monies withheld from employees for taxes paid on account of employees and all other records relevant to and of assistance in determining whether the employer's obligations hereunder to make payments to the Depository have been faithfully performed.

**Section 4.** It is further agreed by and between the parties hereto that the Welfare Fund, the Pension Fund, the Vacation Fund, the CISAF, the Training Fund and the Advancement Fund will be used and operated at all times in such a manner that payments to all funds by the employer contributors will be deductible as expense items of said employers for income tax purposes with all governmental taxing units.

**Section 5.** It is further agreed by and between the parties hereto that the term and duration of the funds referred to in Section 1 above will be concurrent.

**Section 6. Supplemental Dues/Service Fees.** Included in the wages set out in the schedules in Article V of this Agreement, are seventy-five cents (\$.75) of supplemental dues for each payroll hour to be paid to the union; such sum shall be included in the computation of overtime. During the term of this Agreement and continuing thereafter and in accordance with the terms of an individual and voluntary written authorization for check-off of membership dues in form permitted by the provisions of Section 302(c) of the Labor Management Relations Act, as amended, the employer shall deduct from the wages of all employees covered by this Agreement seventy-five cents (\$.75) per hour for each payroll hour as Supplemental Dues/Service Fees.

Said sums shall be remitted to the local union as Supplemental Dues/Service Fees and reporting of those sums shall be made in the same

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manner and on the same forms provided for the payments of fringe benefit programs required under Section 1 of this Article.

**Section 7.** In the event the Union determines that any employer has failed to pay in full any sum due under this Article, and provided that such failure has continued fifteen (15) days, the Union may, after at least one (1) weeks' notice in writing to the employer's main office, with a copy to the Association, take all and any economic means whatsoever, other provisions of this Agreement notwithstanding, until all sums due from that employer under the appropriate section have been paid in full. The remedy provided for in this Section shall be in addition to all other remedies available to the Union and to the trustees, and may be exercised by the Union, anything in the collective bargaining agreement to the contrary notwithstanding.

**Section 8.** Employers are hereby put on notice that the trustees of this fringe benefit program have broad powers to insure the collections of contributions and the preservation of the trust, including, but not limited to, requiring employers to put up advance cash deposits, imposition of assessments and/or liquidated damages, recovery of costs and instituting legal action in the courts against delinquents. If it becomes necessary for the trustees to file suit against an employer for delinquent fringe benefit monies due, the employer agrees to pay, in addition to liquidated damages, all litigation costs, including a reasonable attorney fee.

**Section 9.** No employee shall have the option to receive, instead of the benefits provided for by the Agreements and Declarations of Trust, any part of the payments of an employer. No employee shall have the right to assign any benefits to which the employee may be or become entitled under the terms of the Agreements and Declarations of Trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust herein created or through severance of employment or otherwise.

**Section 10.** It is agreed by and between the parties hereto that all employers working under this Agreement will provide the statutory workmen's compensation and the statutory unemployment compensation for all employees working for them under this Agreement.

### **ARTICLE VIII NON-DISCRIMINATION**

The employers and the Union agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age and that they will comply with all provisions of Executive Order 11246, the rules, regulations and relevant orders of the Committee on Equal Employment Opportunities established by the President of

the United States provided such rules are consistent with National Federal Labor Laws.

## **ARTICLE IX ARBITRATION**

This Agreement is a guaranty that there will be neither suspension of work nor lockout, and that all grievances and disputes (excluding jurisdictional disputes to be handled as set out in Article IV), between the employers and the Union or between different crafts on the work will be handled as hereinafter provided. The Union agrees that during the term of this Agreement it will not cause, authorize, permit or take part in any strike, slowdown, picketing, cessation of work or acts affecting progress of work being done; and the employers agree that during the term of this Agreement they will not suspend work or lockout their employees.

1. Any grievance, dispute or claim (hereinafter called "grievance") arising under this Agreement must be taken up between the parties involved (employee and/or steward with superintendent and/or employer) within seven (7) days of the occurrence of the circumstances which gave rise to the grievance, otherwise the grievance will be considered abandoned.

If the grievance cannot be adjusted by the parties involved, it shall be put in writing and referred within fourteen (14) days of the occurrence of the circumstances which gave rise to the grievance to the Union and the Association, otherwise the grievance will be considered abandoned.

2. Whenever a grievance is submitted in writing to the Union and the Association, representatives of the two organizations shall meet and attempt to settle the issue. In the event they reach an adjustment of the grievance, their decision shall be final and binding on all parties.

3. In the event the representatives cannot agree on an adjustment of the grievance, they shall attempt to select an arbitrator within ten (10) days who shall render a decision. If those representatives, however, cannot agree on the selection of the arbitrator, then either party may request Federal Mediation and Conciliation within ten days to select a panel from which the arbitrator shall be selected by alternate striking of names by the parties hereto, otherwise the matter will be considered as dropped. The decision of the arbitrator must be in writing and shall be final and binding on both parties.

4. The time limits as set forth above may be changed by mutual agreement.



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It is understood that no employee shall consume, possess, sell or be under the influence of illegal drugs or alcohol while at work.

The parties agree to incorporate herein by this reference the Second Restated Mo-Kan Construction Industry Substance Abuse Program (CISAP) Agreement effective January 1, 2007, as amended. As a condition of employment, an employer may require an employee to present a CISAP Drug Card and be in good standing in the CISAP Program.

In the event that for any reason CISAP ceases to operate relative to providing a drug and alcohol program for employees during the term of this Agreement, then an employer may require a blood alcohol content test or a urine drug test on any employee who has been involved in an accident on the job; or when the employer has reasonable cause to believe that the employee is under the influence of drugs or alcohol at the work place; or prior to hiring an employee. Such drug or alcohol test must be carried out in a professional and accurate manner.

**ARTICLE XI  
FEDERAL AND STATE LAW**

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid federal or state law, such term or provision shall continue in effect only to the extent permitted by such law, and if any term or provision of this Agreement is or becomes legally invalid such legal invalidity shall not affect or impair any other term or provision of this Agreement.

**ARTICLE XII  
TERM OF AGREEMENT**

THIS AGREEMENT, effective April 1, 2011, shall remain in full force and effect until March 31, 2014 and shall be automatically renewed from year to year thereafter unless opened by either party hereto for changes or termination by a notice to the other party at least sixty (60) days prior to the expiration date.

Dated this 13<sup>th</sup> day of July, 2011

**THE BUILDERS' ASSOCIATION**

**TEAMSTERS LOCAL UNION NO. 541,**  
Affiliated with the International  
Brotherhood of Teamsters

BY Don Greenwell  
Don Greenwell, President

BY Jed L. Cope  
Jed L. Cope, President