

# ARTICLES OF CONSTRUCTION AGREEMENT

## “B” AGREEMENT

Between

The Associated General Contractors of Illinois

And

The Teamsters Downstate Illinois Construction Industry Negotiating Committee  
Affiliated with the  
International Brotherhood of Teamsters

Covering  
Construction

In

The State of Illinois as  
described herein

EFFECTIVE: January 1, 2019

EXPIRES: April 30, 2022

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## PREAMBLE

1. THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January 2019 by and between the ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS (hereinafter referred to as "Association") and the Teamsters Downstate Illinois Construction Industry Negotiating Committee (hereinafter referred to as "TDICINC").
2. The membership of TDICINC is composed of the various Local Unions of the International Brotherhood of Teamsters, who have affiliated with it, all of said Locals being listed elsewhere in this Agreement and all of whom represent employees of various members of the Employers who work in job classifications covered by this Agreement.
3. Recognizing that separate collective bargaining by and between each Local Union of TDICINC and each individual contractor-member of the Association would involve only those employees of the one contractor represented by the one Union, the parties likewise recognize that the result thereof would be the creation of numerous separate labor agreements with differing standards of wages, hours and working conditions. This, in turn, would prevent contractors from competing for available work on the basis of like labor costs and would create inequities and inequalities among employees doing the same type of work in the same area. In order to avoid such undesirable circumstances and achieve the stabilization of wage rates and working conditions in the Illinois area covered by this Agreement, the parties desire and intend this to be a multi-employer, multi-union negotiated Agreement established for the classes of employees involved who work in the same area for identical wages, hours and working conditions, regardless of the contractor for whom they work or the Local Union which represents them.

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

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

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

4. Both the A version of this Agreement (which requires contributions to the Central States Pension Fund) and the B version of this Agreement (which requires contributions to the Teamsters National 401(k) Savings Plan instead of Central States) will be made available to all employers. It will be solely up to the individual employer to select which version of this Agreement it wishes to sign.

## **ARTICLE 1 Recognition**

1. The Association agrees to recognize TDICINC as the sole and exclusive joint collective bargaining representative for and on behalf of all employees working on such equipment in classifications covered by this Agreement. It is understood, however, that in order to ensure orderly procedure in the administration of the terms of this Agreement, the Association and TDICINC shall be fully authorized and empowered to act for and on behalf of the respective members of the Association and Local Unions who are parties to this Agreement and to bind them by actions taken in connection therewith.
2. TDICINC recognizes the Association as the bargaining agents for all Employers who have so authorized the Association for all work covered hereunder. The Association agrees to furnish to the Union lists of such Employers prior to May 1, 2022, and upon request thereafter.

## **ARTICLE 2 Scope**

1. It is understood and agreed that this Agreement shall cover construction work throughout the State of Illinois except in the counties of Cook, DuPage, Grundy, Kane, Kankakee, Kendall, Lake, McHenry, Will, DeKalb, Boone, Winnebago, Stephenson, Edgar, Clark, Crawford, Edwards, Lawrence, Wabash, Richland and those parts of Lee County east of Route 51 and those parts of Ogle County east of Route 51 and north of Route 72 and the city of Rochelle, and those parts of JoDaviess County east of Route 78 but not including the city of Stockton and those parts of Carroll County north of Route 72 and east of Route 78 and that part of Livingston County other than within the townships of Reading, New Town, Sunbury, Nevada, Long Point and Amity, and that part of Woodford County east of Route 51 and north of Route 24, that part of McLean County north of a line starting at the intersection of the McLean-Woodford Counties line and Route 24 in a southeasterly direction to the farthest south-southwestern corner of Livingston County, that part of Ford County north of a line from the southeastern corner of Livingston County east of the Ford-Iroquois Counties Line and that part of Iroquois County other than within the Townships of Pigeon Grove, Fountain Creek, Lovejoy, Prairie, Green, Milford and Stockland. Any additional territory to come under this Agreement shall be allocated to the areas as mutually agreed between TDICINC, the Association and any Local Union affiliated with the International Brotherhood of Teamsters negotiating for such additional territory covered by this Agreement.
2. TDICINC agrees to furnish the Association a detailed map or other suitable description of the current territorial jurisdiction of TDICINC and each of its affiliated Local Unions covered by this Agreement. TDICINC further agrees to promptly notify and furnish the Association with all necessary information pertaining to any change in the territorial jurisdiction of any affiliated Local Union covered by this Agreement.
3. This Agreement covers all employees transporting materials and/or performing work in classifications covered in **Article 10** upon construction sites. This Agreement also covers employee drivers on trucks delivering aggregate materials to stockpile, from stockpile to stockpile, or when hauling from quarry to stockpile (as provided in **Article 29, Section 1**) on construction sites or to temporary plants or locations, the purpose of which is to serve particular construction sites, and employee drivers on any other vehicles operated on

construction projects when used to defeat the purpose of this Agreement. This Agreement also covers employees when hauling aggregate on oil and chip resealing projects. This Agreement excludes clerical employees, technical engineers, bookkeepers, superintendents, foremen, or other supervisory personnel, owner/operators/independent contractors; but such persons may be or become a member of the Local Union if such person should be acceptable to said Union or International.

4. Subject to the provisions of **Article 4**, the Contractor shall have entire freedom of selectivity in hiring and the contractor retains the right to reject any job applicant referred by the Union. The contractor may discharge any employee for justifiable cause, subject to the grievance procedure, provided there shall be no discrimination on the part of the contractor against any employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

### **ARTICLE 3 Union Security**

1. It is understood and agreed by and between the parties hereto that as a condition of continued employment and effective after the seventh day following the beginning of employment or the execution of this Agreement, whichever is the later, all persons hereafter employed to work within the bargaining unit which is the subject of this Agreement, as well as all persons presently so working but who are not members of one of the Local Unions referred to herein shall become members of the particular Local Union having jurisdiction for representation purposes over the geographical area within which such persons then work. It is further understood and agreed that as a condition of continued employment all persons who are presently members in good standing of one of the Local Unions referred to herein or who hereafter become such shall be required to pay the periodic dues of the Local Union having jurisdiction for representation purposes over the geographical area within which such persons work a majority of the time, figured on a month by month basis.
2. The obligation of persons to become Union members shall be construed to consist of their obligation to pay or offer to pay the applicable Union initiation fee and periodic dues. Their obligation to pay periodic dues shall not be construed so as to require such payments to more than one Local Union in any one month.
3. The failure of any person to become a member of a Local Union in the manner within the time above provided for shall obligate his/her Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to pay the monthly periodic dues required shall, upon written notice from the Union to his/her Employer to such effect, obligate his/her Employer to discharge him/her forthwith.
4. In the event an Employer, having received proper written notice, fails to discharge an employee for failure to become or remain a member as herein provided, he/she shall be considered in direct violation of this Agreement. If the Employer has reason to believe that the Union has not complied with this Article, the Employer shall, within seventy-two (72) hours after receiving notice, excluding Sundays and holidays, investigate and meet with the Union to adjust or comply with the requirements. If an agreement or settlement is not reached, the Union shall have the express right to resort to full economic recourse in support of its

demands, notwithstanding anything elsewhere contained in this Agreement. In case the employee is discharged at the written request of the Union and the National Labor Relations Board holds discrimination, the Union agrees to assume financial responsibility for the loss of wages resulting from the employee's discharge.

#### **ARTICLE 4 Procurement of Labor**

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

The Employer and the Union agree that:

- (a) The Union will maintain a list of persons available for employment. The rules and regulations for the maintenance of such list are set forth below.
- (b) The Employer shall request the Referral Office serving the area in which the job is located to refer applicants and the Referral Office shall make such referral promptly but within at least twenty-four (24) hours.
- (c) The Employer, in requesting referral of applicants, shall specify to the Referral Office – (1) the number of applicants to be employed; (2) work to be performed; (3) location of the project; (4) the nature of the construction project; (5) such additional information as is deemed pertinent by the Employer in order to enable the Union to make the proper referral of applicants.
- (d) The Referral Office shall refer to the Employer such applicants as are competent and qualified to fulfill the requirements of the position sought to be filled commensurate with the rotation of registration and who have acquired experience and possess the required skills for the fulfillment of the vacant position as specified by the Employer.

Upon request of an applicant by an Employer, the Union reserves the right to refer applicants who satisfy the conditions of this section to serve as Stewards, regardless of their position on the referral list, in order to police and enforce the collective bargaining agreement and to carry out functions consistent with **Article 7**.

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

- (e) The Union recognizes the Employer's legitimate interests in requesting former employees. To effect this objective, the Employer shall furnish the Referral Office with a list of such employees who have worked for him/her during the past thirty-six (36) months. If such requested person is not working and has registered for referral, then the Union may refer such requested employee to the Employer.

- (f) An Employer may transfer employees presently employed from the area of one Local Union to another Local Union in whose area such Employer has a construction job or project provided no more than thirty-three and a third percent (33 $\frac{1}{3}$ %) of the working force consists of transferred employees unless mutually agreed to otherwise between that Local Union where the work is to be performed and the Employer, said thirty-three and a third percent (33 $\frac{1}{3}$ %) will not be allowed to transfer until the Local Union where the transfer is taking place has the first sixty-six and two-thirds percent (66 $\frac{2}{3}$ %). The mechanic shall be permitted to transfer irrespective of the proration of employees at that time.

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

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

- (g) Qualified applicants for referral who are registered at one Local Union may be referred by request from another Local Union only when there are no qualified registrants at the former office available for referral. Such applicants, if employed as a result of referral, shall have the status of temporary employees and be subject to displacement by regular registrants at that referral office when they become unemployed if the regular registrants are qualified to perform the work.
- (h) If, for any reason, the Referral Office is unable to furnish qualified and competent applicants within twenty-four (24) hours of the time that the request is made of the Referral Office, the Employer may procure applicants from any other source or sources. If men/women are so employed, the Employer will, within twenty-four (24) hours of such employment, furnish to the Referral Office serving the area the names of such new employees.
- (i) The provisions of this Article shall be posted by the Union at its premises where notices to employees and applicants for employment are customarily posted.
- (j) The registration of and selection of applicants for referral shall not be based on or in any way affected by Union membership, by Union By-Laws, rules and regulations, constitutional provisions, or any other aspect or obligation of Union membership. Nor shall any supervisor in the employ of any Employer who holds Union membership be bound or, in any way, affected in the performance of his/her duty for the Employer by any obligation of Union membership, By-Laws, rules and regulations, or constitution of the Union.

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

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

Prior to hiring any person, the Employer shall have the right to require the person to take a physical examination by a doctor specified by the Employer at the sole expense of the Employer. However, the Employer's right to reject the person based on such physical examination shall be limited to objections which indicate the person is not capable of doing the work to which he/she would be assigned, that he/she could be dangerous to himself/herself or to others because of such objections, or that he/she could reasonably be expected to aggravate an existing physical impairment condition by performing the work to which he/she is to be assigned.

- (l) The Employer shall be the sole judge of and have the right to determine the number of employees required on any job or any portion of the work being done by the Employer. There shall be no restriction as to the use of machinery, tools or appliances.
- (m) Employees working under this Agreement shall have seniority rights with individual Employers as mutually agreed by the Local Union and the affected Employer. In the event the parties fail to reach agreement, they shall be referred to the grievance and arbitration procedure for resolution. In completing any given job, termination of employment shall be in reverse order of hiring, and recall of employee shall be by seniority, providing employees shall have the ability and qualifications. This is not intended to restrict or expand area seniority practices in effect.
- (n) An applicant for employment who is aggrieved by an action of the Union with respect to registration or referral under this provision or who is aggrieved by action of the Employer in connection with hire hereunder, may, within ten (10) days of the occurrence of the event which constitutes the basis for the grievance, file a written statement of the grievance with the Union and the Employer. Upon such filing, the grievance shall be considered and disposition thereof made within ten (10) days by a board consisting of a representative of the Union, a representative of the Employer, and an impartial chairman appointed jointly by the Employer and the Union. Such board shall consider the grievance and render a decision which shall be final and binding. The board is authorized to issue procedural rules for the conduct of its business but is not authorized to add to, subtract from, or modify any of the provisions relating to the referral arrangement. The cost of the third party shall be borne equally by all parties involved.
- (o) In the event the rules and regulations set forth herein are not adhered to by the Local Union Referral Office, or in the event that a Local Union Referral Office operates in any manner in contradiction to the laws of the State of Illinois and the United States, or in the event the Local Union Referral Office uses the referral hall as a method of attempting to coerce employees or Employers in any manner in violation of the spirit of this Article or by furnishing employees on a discriminatory basis, then an Employer may file a written complaint with the Union, which complaint shall be subject to the Grievance and Arbitration Procedure as set forth in **Article 22** of this Agreement.

In the event an arbitration board, as set out in **Article 22**, finds that the Local Union



involved was in violation of this section with any one Employer, thereafter, that Employer may resort to any source that he/she may choose for the recruitment of needed employees, and the Local Union shall not have preferential rights for the referral of employees to this Employer throughout the remaining time of this Agreement, or during the time the Employer remains in the area of the Local Union involved.

- (p) TDICINC and its affiliated Locals agree that they will indemnify and save the Employer harmless against all claims, demands, actions, damages, orders and decrees for the payment of penalties and back wages or either of them, or other forms of liability whatsoever that may arise out of or by reason of action taken, or the failure to act when obligated to do so, by TDICINC, its affiliated Local Unions and its representatives, in connection with the operation of the non-discriminatory provisions governing the operation of the Referral office.

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

1. The following procedures shall govern the operation of Referral Offices of Local Unions of TDICINC. Before these rules shall be modified, changed or amended, the Employer and the Union agree that they shall mutually agree to such changes or procedure. Referral Officers or other agents of the Union shall have no authority to change any of these procedures. When the masculine pronoun appears in this Agreement it shall be deemed to refer to both male and female employees.
2. Each local Referral Office shall maintain a single list of applicants for regular employment and a separate single list for Owner/Drivers.
3. When an applicant desires to place his/her name on the referral list he/she shall fill out an application for employment which among other things shall show his/her previous employment experiences and the names of the Employers and the job for which he/she is competent. The information shall be available to the Employer.
4. An applicant may place his/her name on the registration list providing he/she is unemployed. Applicants shall be placed upon a list serially by the date, number or time of their application. Upon taking a job and actually working five (5) days or more with one (1) Employer, the Union shall strike their name from list and it shall remain off the said list until said applicant reregisters. The applicant will notify the Union where and when he/she is working.
5. Registration shall be on a non-discriminatory basis and shall not be affected by race, age, creed, sex, color or national origin.
6. Local Union Referral Offices shall be opened for the registering of applicants at least two (2) hours during each normal working day or eight (8) hours of each work week.
7. When requested by an applicant, Referral Officers shall notify any applicant as to his/her serial standing in the registration list of applicants. Referral Officers shall refer applicants to jobs from the top of said list in accordance with their qualifications and competence to fill the request of the Employer unless, however, the Employer has called for an applicant by name or by other terms as set forth in the basic work agreement.
8. "Available for Work" shall mean that the registrant is ready, able and willing to go to the job site at the time requested and perform work for which he/she is being referred. It is the

responsibility of the registrant at the time of registering, to give the Referral Office instructions as to how the registrant can be contacted for referral. Registrant shall give clear instructions as to telephone number, address or other means of communications, because Employers frequently need workers on short notice. Any registrant who is sent out to fill a request for men/women and who refuses employment shall be placed at the bottom of the registration list as of the date he/she refuses hire or quits.

9. The Referral Office shall keep records as to the jobs each registrant is sent showing the job and classification to which he/she is referred or if he/she has not been referred even though he/she is at the top of said list, the reason he/she is not being referred.
10. If any registrant questions the application of these rules to his/her case, he/she will be referred to the Local Union business agent or Referral Officer and given the address and telephone number where he/she can obtain a prompt review of the matter. A copy of these rules and regulations shall be posted at the place of registration and the application list shall be available to Employers as well as notations concerning each applicant. Each applicant shall have a right to file a grievance when aggrieved pursuant to the basic labor agreement between the parties. Qualified applicants for referral who are registered at one Referral Office may be referred by request from another office only when there are no qualified registrants at the latter office available for referral for the work. Such applicants, if employed as a result of referral, shall have the status of temporary employees and be subject to displacement by regular registrants at that Referral Office when they become unemployed if the regular registrants are qualified to perform the work.
11. If any applicant has been referred to an Employer and is hired, that Employer may continue the employee in his/her employment by transferring him/her to a different job site. Even though the said job to which he/she is transferred is operated under a joint venture agreement which the Employer is a member, or if the job is operated under a different corporation or partnership name but involves the same principals, provided the job is in the same local area.
12. If an Employer takes over the activities of another Employer at a particular job site the employee of the latter may continue to operate at that job site for the Employer taking over without further registration or referral if the Employer so desires and if he/she does not, he/she may refer to the Referral Office for new employees. In either case, the Referral Office shall be notified of the change.
13. Any applicant for referral who tests positive for "non-prescription drugs" per the provisions of **Article 4** section k and/or **Article 30** of this Agreement shall have their name removed from the referral list and be prohibited from making application for referral until such time a negative test is provided and documentation of successfully having completed recommended treatment has been provided.

No. \_\_\_\_\_

**RETISTRATION CARD (front)**

Date \_\_\_\_\_

Name \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Telephone \_\_\_\_\_

Social Security Number \_\_\_\_\_

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

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

License \_\_\_\_\_

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

Name of Employer \_\_\_\_\_

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

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

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

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

List prior service in the construction industry:

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

Signature \_\_\_\_\_

Reverse side of Registration Card reads as follows:

**REFERRAL RULES - CONSTRUCTION**

The referral of workers from this Referral Office is governed by the terms of Contracts between Associated General Contractors of Illinois (AGC) and TDICINC and its affiliated Local Unions. Under these Agreements, and in conformity with law, preference in order of referral is based upon prior service in the construction industry and in the area. Only when all such workers have been referred are those without such prior service entitled to be referred to the Contractor.

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

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

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

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

Signature \_\_\_\_\_

Received by \_\_\_\_\_

**ARTICLE 5  
Management Rights**

1. The Employer retains full and exclusive authority for the management of its operations. The Employer shall direct his/her working forces at his sole prerogative, including, but not limited to, hiring, promotion, overtime assignments, layoff or discharge.
2. There shall be no limit on production by employees nor restrictions on the full use of equipment covered by this Agreement. The operation of all equipment shall be assigned to the proper craft jurisdiction.
3. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working effort of the employees. The Employer shall determine the most efficient method of techniques of construction. However, safety of the employees on the job site

shall be of prime concern to the Employer. The Employer shall schedule work and shall determine when overtime will be worked.

4. The above shall apply except as provided elsewhere in this Agreement.

## **ARTICLE 6 Business Representative**

The Business Representative shall have the privilege to visit any jobs to enforce the provisions of this Agreement. The Business Representative shall use caution to avoid delays in the progress of the job.

## **ARTICLE 7 Stewards**

The Employer recognizes the right of the Union to designate job stewards from among an Employer's bargaining unit employees. The steward shall be required to perform work and be subject to the same degree of direction and control by management as any other employee. If requested in writing by the Local Union the steward shall have preference for Saturday, Sunday and holiday work, and shall be the last person laid off at the conclusion of a project, and first person recalled to work and offered the highest class hourly rate, if qualified for work available and it is germane to his/her duties as a steward. There shall be no discrimination in any aspect of employment against a steward because of his/her legitimate activities as steward. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with his/her Employer or the designated company representative in accordance with the provisions of the collective bargaining Agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.
- C. Job stewards have no authority to take strike action, or any other action interrupting the Employer's business.
- D. The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

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

## **ARTICLE 8**

### **Subcontractors**

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

- A. All trucking work covered by this Agreement performed on the site of construction shall be subcontracted only to a subcontractor who is a party to a current written collective bargaining agreement with the Union providing for wages and economic benefits not less favorable to the employees than those established herein. Alleged violations of this clause shall not be subject to strike action.
- B. Contractors shall be free to contract work to any hauler, owner/operator or any other person or entity. Contract Haulers and owner/operators shall not be considered as employees under this Agreement. However, if the Union shall have a dispute with any hauler, the Union, after giving three (3) days written notice to signatory contractor, may take whatever legal action it deems fit against such hauler, owner/operator or any other person or entity.
- C. All agreements for the subcontracting of work covered by this Agreement shall provide that they are made subject to the requirements of this Article, and that the Union and the Joint Grievance Committee, when necessary to the administration and enforcement of this Agreement, shall be entitled to examine payroll and other documents relevant and material to any bona-fide issue in an alleged violation of this Agreement.
- D. If particular bargaining unit employees, or qualified drivers on the referral list, are deprived of earnings which but for a violation of this Agreement they would have received, the Joint Grievance Committee or Arbitrator is authorized to award back pay to such employees up to an amount sufficient to make them financially whole for net earnings lost as a result of such violation, less interim earnings.
- E. Contractors and their subcontractors party hereto shall be jointly and severally liable for violations of this **Article 8**, by such subcontractors, including lower-tiered subcontractors, as well as for their subcontractors who are not party hereto. The violator shall be primarily liable.
- F. For the purposes of this Article, a subcontractor shall be any person, independent contractor, firm or corporation which performs work covered by this Agreement for a contractor or subcontractor.
- G. The Contractor may hire or contract for the use of operated trucks be they from a fleet

owner, another contractor or a non-employee owner-driver, provided they do not replace his/her regular employees, where he/she has the necessary equipment available. This is not intended to permit a contractor to make equipment unavailable as a subterfuge to discriminate against his/her drivers.

## **ARTICLE 9**

### **Pre-Job Conference**

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

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

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

**ARTICLE 10  
Wages**

**SECTION A**

**Classification Group I**

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

The wage scale shall be as follows:

**Rates per Hour:**

<b>Effective</b>	<b>Weekly Contribution Local Unions</b>	<b>Daily Contribution Local Unions</b>	<b>Hourly Contribution Local Unions</b>
1-1-2019	\$37.06	\$37.16	\$35.50
5-1-2019	\$38.06	\$38.17	\$36.45
5-1-2020	*	*	*
5-1-2021	*	*	*

\*Increases to be distributed to wages and/or Health & Welfare. Health & Welfare effective 5-1-2020 not to exceed \$12.72 per hour  
5-1-2021 not to exceed \$13.48 per hour

5-1-2019	\$1.60	\$1.61	\$1.60
5-1-2020	\$1.64	\$1.65	\$1.65
5-1-2021	\$1.69	\$1.70	\$1.69

**Classification Group II**

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

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



The wage scale shall be as follows:

**Rates per Hour:**

Effective	Weekly Contribution Local Unions	Daily Contribution Local Unions	Hourly Contribution Local Unions
1-1-2019	\$37.60	\$37.69	\$36.03
5-1-2019	\$38.61	\$38.71	\$37.00
5-1-2020	*	*	*
5-1-2021	*	*	*

\*Increases to be distributed to wages and/or Health & Welfare. Health & Welfare effective 5-1-2020 not to exceed \$12.72 per hour  
5-1-2021 not to exceed \$13.48 per hour

5-1-2019	\$1.61	\$1.62	\$1.62
5-1-2020	\$1.66	\$1.67	\$1.66
5-1-2021	\$1.71	\$1.72	\$1.71

**Classification Group III**

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

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

The wage scale shall be as follows:

**Rates per Hour:**

Effective	Weekly Contribution Local Unions	Daily Contribution Local Unions	Hourly Contribution Local Unions
1-1-2019	\$37.85	\$37.98	\$36.30
5-1-2019	\$38.87	\$39.01	\$37.27
5-1-2020	*	*	*
5-1-2021	*	*	*

\*Increases to be distributed to wages and/or Health & Welfare. Health & Welfare effective 5-1-2020 not to exceed \$12.72 per hour  
5-1-2021 not to exceed \$13.48 per hour

5-1-2019	\$1.62	\$1.63	\$1.62
5-1-2020	\$1.67	\$1.68	\$1.67
5-1-2021	\$1.71	\$1.72	\$1.72

### Classification Group IV

Low Boy and Oil Distributors

The wage scale shall be as follows:

**Rates per Hour:**

Effective	Weekly Contribution Local Unions	Daily Contribution Local Unions	Hourly Contribution Local Unions
1-1-2019	\$38.20	\$38.30	\$36.65
5-1-2019	\$39.23	\$39.34	\$37.63
5-1-2020	*	*	*
5-1-2021	*	*	*

\*Increases to be distributed to wages and/or Health & Welfare. Health & Welfare effective 5-1-2020 not to exceed \$12.72 per hour  
5-1-2021 not to exceed \$13.48 per hour

5-1-2019	\$1.63	\$1.64	\$1.63
5-1-2020	\$1.68	\$1.69	\$1.68
5-1-2021	\$1.73	\$1.74	\$1.73

### Classification Group V

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

The wage scale shall be as follows:

**Rates per Hour:**

Effective	Weekly Contribution Local Unions	Daily Contribution Local Unions	Hourly Contribution Local Unions
1-1-2019	\$39.21	\$39.32	\$37.64
5-1-2019	\$40.27	\$40.39	\$38.65
5-1-2020	*	*	*
5-1-2021	*	*	*

\*Increases to be distributed to wages and/or Health & Welfare. Health & Welfare effective 5-1-2020 not to exceed \$12.72 per hour  
5-1-2021 not to exceed \$13.48 per hour

5-1-2019	\$1.66	\$1.67	\$1.66
5-1-2020	\$1.71	\$1.72	\$1.71
5-1-2021	\$1.76	\$1.77	\$1.76

**Classification Group VI**

General Foreman.

It shall be the sole and exclusive right of the Employer whether to designate a member of the bargaining unit as a General Foreman. Nothing in this contract shall be construed to require an employer to designate a General Foreman for any project(s). The Employer shall have the sole and exclusive right to determine the duties of a General Foreman. When designated by the Employer, a General Foreman shall be paid at the Classification Group VI rate, which shall be \$1.50 above the Classification Group V rate.

The wage scale shall be as follows:

**Rates per Hour:**

Effective	Weekly Contribution Local Unions	Daily Contribution Local Unions	Hourly Contribution Local Unions
1-1-2019	\$41.07	\$41.17	\$39.50
5-1-2019	\$42.18	\$42.29	\$40.57
5-1-2020	*	*	*
5-1-2021	*	*	*

Increases to be distributed to wages and/or Health & Welfare. Health & Welfare effective  
 5-1-2020 not to exceed \$12.72 per hour  
 5-1-2021 not to exceed \$13.48 per hour

5-1-2019	\$1.71	\$1.72	\$1.72
5-1-2020	\$1.76	\$1.77	\$1.76
5-1-2021	\$1.81	\$1.82	\$1.81

**SECTION B- Pick-up Trucks**

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

**SECTION C- Work Classifications**

This Agreement covers drivers on the following equipment:

Low-boys, dumpcetes, scoopmobiles, mixer trucks, dumpsters or similar equipment, fork lift, koehring or similar dumpsters, euclids, hug-bottom dumps, tournapulls, tournatrailers, tournarockers, or similar equipment when used for transportation purposes, A-frame trucks when used for transportation purposes, winch trucks, pavement breakers, batch trucks - wet or dry, track trucks, and hydrolift trucks, pole trailers, pilot vehicles, articulated dump trucks, vactor

trucks or similar equipment when used for transportation purposes.

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

The geographical scope covered by this Agreement is as follows:

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

## **ARTICLE 11**

### **Health and Welfare**

The Employer agrees to contribute to the Central States Southeast and Southwest Areas Health and Welfare Fund for each hour worked by each employee covered by this Agreement during the life of this Agreement. Effective **January 1, 2019**, the contribution rate shall be eleven dollars and sixty-five cents (\$11.65) per hour. **Effective May 1, 2019, the contribution rate shall be twelve dollars (\$12.00) per hour.** Effective May 1, 2020 the contribution rate is not to exceed twelve dollars and seventy-two cents (\$12.72) per hour. **Effective May 1, 2021 the contribution rate is not exceed thirteen dollars and forty-eight cents (\$13.48) per hour.** Said increases to be deducted from the wage increases **effective May 1, 2020, and May 1, 2021** of the agreement, as provided in **Article 10**.

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

Contributions to the Welfare Fund must be made on each regular or extra employee even though such employee may work only part time under the provisions of this Agreement.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contributions to the Welfare Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of

such Funds, the Local Union or TDICINC, after the proper official of a Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in Welfare payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

If an employee is injured on the job, the Employer shall continue to pay the required contributions, based on thirty (30) hours per week; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

## ARTICLE 12

### Non-Elective (Mandatory) Teamsters National 401(k) Savings Plan

Teamsters National 401(k) Savings Plan herein after referred to as the Teamster 401(k).

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

The same contribution rate described for the Pension in "A" Agreement shall be contributed to the Teamsters National 401(k) Savings Plan on behalf of each Employee as follows:

- (a) For those Local Unions under a **WEEKLY TEAMSTER 401(k)** contribution, effective **January 1, 2019**, the Employer shall contribute to the Teamsters 401(k) the sum of **two hundred forty-four dollars and eighty cents (\$244.80)** per week for each employee covered by this Agreement who works at least eight (8) hours in any given week. Effective **May 1, 2019**, the Employer shall contribute to the Teamsters 401(k) the sum of **two hundred and fifty-four dollars and sixty cents (\$254.60)** per week for each employee covered by this Agreement who works at least eight (8) hours in any given week. Effective **May 1, 2020**, the Employer shall contribute to the Teamsters 401(k) the sum of **two hundred and sixty-four dollars and eighty cents (\$264.80)** per week for each employee covered by this Agreement who works at least eight (8) hours in any given week. Effective **May 1, 2021** the Employer shall contribute to the Teamsters 401(k) the sum of **two hundred and seventy-five dollars and forty cents (\$275.40)** per week for each employee covered by this Agreement who works at least eight (8) hours in any given week.
- (b) For those Local Unions under a **DAILY TEAMSTER 401(k)** contribution rate for the term of this agreement, effective **January 1, 2019**, the Employer shall contribute to the Teamsters 401(k) the sum of **fifty dollars and eighty cents (\$50.80)** per day. Effective **May 1, 2019**, the Employer shall contribute to the Teamsters 410(k) the sum of **fifty-two dollars and eighty cents (\$52.80)** per day. Effective **May 1, 2020**, the Employer shall contribute to the Teamsters 410(k) the sum of **fifty-four dollars and ninety cents (\$54.90)** per day. Effective **May 1, 2021**, the Employer shall contribute to the Teamsters 410(k) the sum of **fifty-seven dollars and ten cents (\$57.10)** per day. An employee must actually work to receive the contribution for that day.
- (c) For those Local Unions under an **HOURLY TEAMSTER 401(k)** contribution rate for the term of this agreement, effective **January 1, 2019**, the Employer shall contribute to the Teamsters

401(k) the sum of **seven dollars and eighty cents (\$7.80)** per hour for each hour worked and/or compensated by the employer. Effective **May 1, 2019**, the Employer shall contribute to the Teamsters 401(k) the sum of **eight dollars and ten cents (\$8.10)** per hour for each hour worked and/or compensated by the employer. Effective **May 1, 2020**, the Employer shall contribute to the Teamsters 401(k) the sum of **eight dollars and forty cents (\$8.40)** per hour for each hour worked and/or compensated by the employer. Effective **May 1, 2021**, the Employer shall contribute to the Teamsters 401(k) the sum of **eight dollars and seventy cents (\$8.70)** per hour for each hour worked and/or compensated by the employer.

- (d) It is understood and agreed that **Article 10 Wages** and **Article 12 Teamsters National 401(k) Savings Plan** shall be governed by the following listing of Local Unions which have voted to remain with the weekly Teamsters 401(k) contribution rate, and those which have voted to exercise the option to change from a weekly to a daily Teamsters 401(k) contribution rate for the term of this Agreement.

**Weekly Teamsters 401(k)  
Contribution Rate**

Champaign, Local 26  
Peoria, Local 627  
LaSalle, Local 722

**Daily Teamsters 401(k)  
Contribution Rate**

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

Upon execution of this agreement, contribution that would have otherwise been made to the Teamsters National 401(k) Savings Plan, the Employers will escrow the required contributions in an account agreed to by the parties.

The Employer has agreed to contribute to the Teamsters National 401(k) Savings Plan; however, the Employer will require a period of time to work with the Teamster National 401(k) Savings Plan to set it up. Contributions that would have otherwise been made to the Teamsters National 401(k) Savings Plan will be placed in escrow by the parties and when the Employer has set up the Teamster National 401(k) Savings Plan and the Teamsters National 401(k) Savings Plan is able to accept contributions, the Employer will transfer the escrowed funds to the Teamsters National 401(k) Savings Plan, pursuant to the rules of the Teamsters National 401(k) Savings Plan. The Employer has 60 days from January 1, 2019, or from the date of execution of the collective bargaining Agreement, whichever is later to set up the account. The transfer of the escrowed funds will occur no later than thirty (30) days after the Employers 401(k) accounts are set up.

Contributions to the Teamster National 401(k) Savings Plan are due no later than the 15<sup>th</sup> day of the following month. Local Unions shall be copied the reporting sheets made to the Teamsters 401(k) on a monthly basis.

Nothing in this Agreement shall be construed to obligate the Employer to contribute to any multi-employer defined benefit pension plan.

If an employee is injured on the job, the Employer shall continue to pay the required contributions during the time this Employee would have normally have worked if he/she had not been injured, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Teamsters 401(k) during the period of absence.

By the execution of this Agreement, the Employer agrees to abide by and be bound by the appropriate Teamsters 401(k) agreements necessary for the administration of the Teamsters 401(k), hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

There shall be no deduction from equipment rental of owner-drivers by virtue of the contributions made to the Teamsters 401(k), regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation. Contributions to the Teamsters 401(k) must be made for each week on each regular or extra employee, even though such employee may work eight (8) hours in any given week under the provisions of this Agreement.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his/her contributions to the Teamster 401(k), the proper official of the Local Union shall give seventy-two (72) hours notice to the Employer of such delinquency in Teamster 401(k) payments; after seventy-two hours the proper official shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and costs of collections. It is understood that the Employer's liability to the Teamster 401(k) shall be limited to the terms of this Agreement.

### **ARTICLE 13**

#### **Elective (Voluntary) Teamsters National 401(k) Savings Plan**

An employee shall be permitted to make elective deferral contributions to the Teamsters National 401(k) Savings Plan to the percentage level as permitted by the plan and applicable laws.

### **ARTICLE 14**

#### **Health Reimbursement Account (HRA)**

Effective **January 1, 2019**, the Employer agrees to contribute one dollar (\$1.00) for each hour worked by each employee covered by this Agreement to the Midwest Teamsters HRA Fund. This would also be reflected in the Wage Package Addendum.

Contributions to the HRA must be made on each regular employee or extra employee even though such employee may work only part-time, under the provisions of this Agreement.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is

delinquent at the end of a period in the payment of his/her contributions to the HRA Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the Local Union or TDICINC, after the proper official of a Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in HRA payments, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken the Employer shall be responsible to the employees for losses resulting therefrom. Employers who are delinquent must also pay all attorney fees and cost of collections.

## **ARTICLE 15**

### **Bond Requirements**

The Trustees of any employee benefit for which contributions are required hereunder may require for good cause that any particular Employer maintain during the term of this Agreement a surety bond in the amount of ten thousand dollars (\$10,000.00) to guarantee the payment of such contributions.

In the event of failure, default or refusal of the Employer to meet his/her obligations to his/her employees, HRA, or the Teamsters National 401(k) Savings Fund and Welfare Fund, when due, the Union, aggrieved employees or the Trustees of the Teamsters National 401(k) Savings Fund and Welfare Fund may, after written notice to the Employer, file claim to obtain payment, costs and reasonable attorneys' fees therefrom of the applicable surety bond.

Failure of an Employer to obtain and maintain an effective surety bond as required herein, or failure and default by an Employer of payment or obligations covered by this Agreement in excess of the amount of the surety bond may, at the option of the Union, be declared by the Union a gross breach of this Agreement in consequence of which the Union shall have the right to resort to economic and other sanctions against said Employer.

## **ARTICLE 16**

### **Working Hours, Overtime, and Shift Work**

1. Eight (8) hours shall constitute a day's work, with starting time designated by the Employer (for all Teamsters on the job) between the hours of 7:00 a.m. and 4:30 p.m., which may be changed by mutual agreement, with a scheduled lunch period of not less than one-half (½) hour between the 4<sup>th</sup> and 5<sup>th</sup> hours; if employees are directed to work during lunch period, they shall be paid for that lunch period, at the prevailing overtime rate; and forty (40) hours shall constitute a week's work, Monday through Friday. All work done after eight (8) hours per day, or before the designated starting time, or after 4:30 p.m. Monday through Friday, or work done on Saturday, shall be paid at the rate of time and one-half (1½) provided that on building and heavy construction work where the Common Laborers or Operating Engineers receive double (2) time for all work after eight (8) hours per day, Monday through Friday, or work done on Saturday, the workers covered by this Agreement shall receive double (2) time. The contractor shall have the option, if approved by the Teamsters Local Union or Union(s) for their own Local Union's jurisdiction or if approved by the TDICINC Construction Committee, of working five (5) eight (8) hour days or four (4) ten (10) hour days, Monday through Friday at the straight time rate of pay. Such arrangements shall be finalized at the pre-job conference. The transportation of construction equipment to and from jobs, shall be paid at the rate of time and one-half (1½) for overtime.



2. The employee's listed phone shall be called at least two (2) hours before starting time by the foreperson, or whoever is in charge, unless a shorter period of time is mutually agreed to between the Local Union and the Contractor, if there is to be no work that day. The employees covered by this Agreement will cooperate with the Contractor by giving him/her a telephone number and in turn, the Contractor will call at least two (2) hours before starting time, unless a shorter period of time is mutually agreed to between the Local Union and the Contractor, if there is no work. Those who have no phone will either contact an employee working on the same project who has a phone or call the Contractor (collect) when weather conditions are unfavorable, as the Contractor will not be held responsible for those who have no way of contact, in regard to show-up time on account of weather conditions or breakdown of equipment. Otherwise, they shall report for work and receive two (2) hours pay for reporting. If the employees start to work, they shall be paid for not less than four (4) hours. If they work over four (4) hours or from A.M. into the P.M., they shall be paid for not less than eight (8) hours, except where work is stopped because of inclement weather or equipment breakdown in the second four (4) hours, in which case they shall be paid for actual hours worked. All employees covered by this Agreement shall remain for one-half (½) hour after regular starting time to allow Contractor or project engineer time for decision on eventual start of work for that day, for the employee to be entitled to show-up time for that day, if employee is entitled to show-up time for that day.
3. Work may be performed in shifts at the election of the individual contractor, but in no case for less than three (3) consecutive days; however, a Contractor may work shifts for two (2) days if four (4) twelve (12) hour shifts are scheduled. The starting time for a two-shift job may be designated by the Contractor and the regular rates shall prevail. The starting time on a three-shift job shall be 8:00 a.m., which shall be regarded as the first shift on the calendar day. Where two or more shifts are worked, five (5) days of seven and one-half (7½) hour shifts from Sunday midnight to Friday midnight, shall constitute a regular week's work. Any time worked in excess of regular shift hours shall be paid for at one and one-half (1½) times or the appropriate overtime basic hourly rate of wages.
4. Special Shift  
If a special shift is required by an owner, or if the Employer is required to perform work which cannot be performed during regular working hours, employees may, with prior notification by the Employer to the Union, work a special shift and receive \$1.50 an hour over base rate for eight (8) hours work plus thirty (30) minutes unpaid lunch after the fourth (4<sup>th</sup>) hour. No employee may work on a special shift if he has performed bargaining unit work that day during regular working hours. The Employer's request for this special shift must include the starting day, the approximate number of employees involved and the estimated conclusion date. Other terms and conditions may be agreed to between the Business Manager and the Employer.

## **ARTICLE 17** **Holidays**

Work done on Sunday or holidays shall be paid at the rate of double the regular rate of pay. The following days shall be recognized as regular Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. No work shall be done on Labor Day except to protect life or property.

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

## **ARTICLE 18**

### **General Conditions**

With the exception of the Employer's regular semi-lowboy drivers when assigned to the Employer's semi-lowboy all equipment moved from the job site to another location, the drivers on the previous job shall move the equipment.

The Employer may use his/her regular semi-lowboy drivers, when assigned to the Employer's semi-lowboys, to move equipment to and from another local's jurisdiction. When so engaged, the Employer's semi-lowboy driver may backhaul material or supplies after first notifying the Local Union involved. If moving from one project to another project in the same Local, drivers shall be determined in a conference with the Local Union prior to move. When a contractor's lowboys are used for hauling within the contract limits of a project, the drivers shall be determined at the pre-job conference. Except in the above cases, the drivers on the previous job shall move the equipment.

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

In the event an employee works in more than one classification in any four (4) hour period, said employee shall receive the highest rate for the entire four (4) hour period, except when an employee performs work covered by **Article 29 (Hauling and Stockpiling)** in which case he shall be paid in accordance with the provisions of **Article 29**.

Any employee being assigned to work which necessitates his/her being away from his/her home terminal or garage, or garage at the job site overnight, shall be compensated for all necessary and reasonable meals and lodging monies spent while on such assignment.

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

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

## **ARTICLE 19**

### **Insurance and Safety**

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

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

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

The Union further agrees that they will not be a party to establishing a slowdown of transportation equipment and, should such conditions arise, do everything possible to eliminate same. The Union further agrees that the employee shall cooperate with the Contractors in keeping the equipment operating in an efficient manner.

No employee shall be required to operate or work upon a vehicle which is overloaded, or to operate at an excessive speed schedule, or in violation of any law or ordinance. Refusal on the part of an employee to operate such vehicle shall not be considered a violation of this Agreement.

The Employer shall not require any employees to use equipment that is in an unsafe operating condition. Refusal by an employee to operate such equipment shall not be considered a violation of this Agreement.

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

Cell phones: Except for bonafide emergencies, use of cell phones or audible devices is prohibited during the loading and unloading process unless the Contractor agrees otherwise.

## **ARTICLE 20** **Payment of Wages**

The Contractor shall pay the employees once each week. Payday to be chosen by the Contractor and shall be within five (5) days from the end of the fiscal week. The pay shall be in cash or check and shall be in full up to the regular quitting time at the end of the fiscal week. If, at termination of employment or on the scheduled payday, pay is not available, the employee or employees will be allowed up to eight (8) hours at the overtime rate. At the end of the eight (8) hours period, eight (8) straight time hours pay will be allowed in each additional twenty-four (24) hour period starting at the end of the first eight (8) hours except as otherwise mutually agreed to between the Local Union and the Employer. This will be in addition to any monies earned.

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

## **ARTICLE 21** **Completeness of Agreement**

It is further agreed that the Employer, the Contractor, TDICINC or the Union shall not make any Agreements that in any way alter or conflict with any of the articles of this Agreement (except as provided in **Article 31** unless such Agreements are reduced into writing and signed by the parties hereto. The parties agree that the total results of their bargaining are embodied in this Agreement and any supplemental Agreement and neither party is required to render any performance not set forth specifically therein.

**ARTICLE 22**  
**Grievance and Arbitration Procedure**

1. It is understood and agreed by and between the parties that there shall be neither strikes nor lockouts because of disputes, disagreements or differences concerning the interpretation or application of the terms and provisions of this Agreement, or because of jurisdictional disputes. Excepting in those instances provided for in Section 4 of the Union Security Article, such disputes, disagreements or differences shall be resolved as hereinafter provided for.
2. No grievances over the interpretation of application of this Agreement shall be recognized as timely unless filed in writing within thirty (30) calendar days after the later of: (1) the occurrence of the incident giving rise to the grievance; (2) that time the filing party reasonably should have known of the incident giving rise to the grievance. Said grievance must either be hand delivered or mailed to a responsible representative of the party against whom it is filed. If mailed, the grievance must be postmarked not later than the time period specified above.
3. In the case of a grievance filed pursuant to interpretation of **Article 28**, said grievance must be filed within fifteen (15) calendar days of the occurrence of the incident giving rise to the grievance; or fifteen (15) days from the time the filing party reasonably should have known of the incident giving rise to the grievance. Said grievance must either be hand delivered or mailed to a responsible representative of the party against whom it is filed. If mailed, the grievance must be postmarked not later than the time period specified above.
4. All grievances shall be filed using the standard AGCI/TDICINC Grievance Form requiring (a) date(s) of incident(s), (b) action(s) which violated the contract, (c) provision(s) of contract violated, (d) remedy requested and (e) attempt made to resolve grievance at local level.
5. Representatives of the Contractors and Local Union directly concerned and affected shall meet and attempt to reach an agreement acceptable to themselves. If they cannot reach such an agreement, the matter shall be referred to a Joint Committee consisting of an equal number representing Contractor members of the Association and members of Local Unions affiliated with TDICINC but no less than one (1) from each group. Each member may appoint an alternate in his place.
6. The Joint Committee shall, at its first meeting, formulate rules of procedure to govern the conduct of its proceedings. The Joint Committee shall have jurisdiction over disputes and grievances involving Local Unions and Employers or complaints by Local Unions and Employers. The initiator of the complaint shall secure the approval of the Association or TDICINC before such complaint shall be considered by the Joint Committee.
7. It shall be the function of the Joint Committee to settle disputes which cannot be settled between the Employer and the Local Union.
8. Meetings of the Joint Committee must be attended by each member of such Committee or his alternate.
  - (a) It is agreed that all matters pertaining to the interpretation of any provisions of this contract may be referred, at the request of any party at any time, for final decision to the Joint Committee.
  - (b) Failure of the Joint Committee to meet without fault of the complaining side, refusal of either

party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefits of this Article to the extent permitted by law.

- (c) The Local Union or the Joint Committee shall have the right to examine time sheets and any other records pertaining to the computations of compensation of any individual or individuals whose pay is in dispute.
  - (d) Deadlocked cases shall be submitted to arbitration for all employers whose bargaining unit employees are covered solely by this collective bargaining agreement. Otherwise, deadlocked cases shall be submitted to arbitration only if a majority of the Joint Committee determines to submit such matter to an arbitrator for decision. In any event, should arbitration not be available because of a deadlocked Joint Committee and/or a majority of the Joint Committee failed to agree to submit a matter to arbitration, either party shall be permitted all lawful economic recourse.
9. If the matter is submitted to arbitration, the Association and TDICINC shall pick an arbitrator, by agreement if possible. If the Association and TDICINC cannot agree on selection of an arbitrator, either party may request the Federal Mediation and Conciliation Service to submit the names of five (5) qualified arbitrators. After the list of names has been received, the party requesting the arbitration shall first strike one name from the list and the other party shall strike one name from the list and so on, alternately, until one name remains on the list, who shall then be the arbitrator.
  10. The arbitrator shall thereafter hold and conduct a hearing at which all interested parties may appear, if they wish, and present testimony and evidence in support of their position. After conclusion of the hearing, the arbitrator shall issue an award or decision in the case which shall be final and binding upon all interested parties.
  11. Fees and expenses of the arbitrator shall be shared equally by the Employer and the Local Union involved in the grievance.
  12. The Employer and the Local Union involved shall each bear their own respective costs related to the arbitration, including but not necessarily limited to attorneys and witness fees.
  13. The arbitrator shall not be empowered to add to, detract from, or alter the terms of this Agreement.

### **ARTICLE 23** **Jurisdictional Disputes**

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

**ARTICLE 24**  
**Teamsters Downstate Illinois Construction Industry Negotiating Committee**  
**(TDICINC)**

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

Local	City	Local	City
26	Champaign	627	Peoria
50	Belleville	722	LaSalle
371	Rock Island	916	Springfield
525	Alton		

**ARTICLE 25**  
**Unauthorized Activity**

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

It is further agreed that, in all cases of an unauthorized strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members or employees covered by this Agreement if the Union delivers to the Contractor, within twelve (12) hours after the Contractor notifies the Union of the unauthorized activity, two (2) notices which the Contractor may post, advising all employees that the activity is unauthorized.

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

## **ARTICLE 26**

### **Savings Clause**

It is the intention of the parties hereto to comply with all applicable provisions of State or Federal law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court of competent jurisdiction. In such event, the Union or the Contractor may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiation and such action shall not constitute a violation of this Agreement.

In the event of the invalidation of any section, sentence, or article of this Agreement by any court or board of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 27**

### **Protection of Rights**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline, if any employee or employees refuse to go through a duly authorized lawful, primary picket line of any Union, nor shall the exercise of any rights permitted by law be a violation of this Agreement.

## **ARTICLE 28**

### **Owner-Driver**

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

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

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

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

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

**ARTICLE 29**  
**Hauling and Stockpiling**

**Section 1.**

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

**Section 2. Intent**

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

**Section 3.**

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

**Section 4. Exceptions**

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

**Section 5. Wage Scale**

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

**Section 6. Working Hours**

In the event an employee works in more than one (1) classification in any four (4) hour period, he/she shall receive the highest rate for the entire four (4) hour period. (Four (4) hour periods are intended to divide the work day in half.) Except, however, if an employee starts to work at the construction rate, but because of inclement weather is transferred to maintenance chipping or stockpiling work, he/she shall be paid not less than four (4) hours at the construction rate, and actual hours worked thereafter at the applicable rate for the work performed.

**ARTICLE 30**  
**Alcohol and Non-Prescription Drugs**

The possession, sale or use of alcohol or non-prescription drugs during the working hours shall be grounds for termination. Any employee who reports for work under the influence of alcohol or non-prescription drugs shall be subject to termination. "Non-prescription Drugs" shall be defined as drugs which cannot be legally dispensed without a prescription and are not covered by a currently valid prescription, endorsed by a qualified physician for use by named employee in question.

**Drug Abuse Policy for Truck Drivers**

**PURPOSE**

It is the policy and goal of the Employer to provide a safe, healthy and drug-free work environment for all truck drivers. To ensure that we achieve that goal, we have adopted the



following policy that meets Federal Motor Carrier Safety requirements pertaining to drug abuse, as more fully set forth in Title 49 Code of Federal Regulations (CFR) Part 40 (which has also been adopted by the Illinois Department of Transportation for intrastate drivers.)

### **PROHIBITED ACTIVITY**

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

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

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

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

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

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

### **WHEN TESTED**

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

For existing employees, all time spent to, from, and testing shall be paid at the applicable hourly straight time or overtime rate for a negative test resulting from a random, reasonable cause, post-accident, or post-injury test.

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

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

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

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

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

## **2. Random**

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

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

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

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

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

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

## **4. Reasonable Cause Testing**

The Employer may require urinalysis testing of an employee whom the Employer has reasonable cause to suspect of being under the influence of a drug. A documented summary of the facts supporting the requirement shall be made available to the employee prior to the actual test. Documentation shall also be provided to the Union Steward or Union Representative (if available) when issuing the request for an employee to submit to a drug test under this policy, and shall permit the Union Steward or Union Representative a reasonable amount of time (not to exceed one (1) hour) to travel to and consult with the employee prior to the employee being tested.

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

## **5. Post-Accident**

- (A) Post-accident urine testing will be required of those employees who are involved in a reportable accident if the driver received a citation for a moving traffic violation arising from the accident. A reportable accident is one in which: (a) a fatality occurs, or (b) an individual injured in the accident immediately receives medical treatment away from the accident scene or total property damage equals \$4,400.00 or more.
- (B) The post-accident urine test shall be conducted as soon as possible but not later than thirty-two (32) hours after the reportable or fatal accident. The Employer shall permit the Union Steward or Union Representative a reasonable amount of time (not to exceed one (1) hour) to travel to and consult with the employee prior to the employee being tested.

- (C) A driver who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization for obtaining hospital records and reports that would indicate if a controlled substance was in the driver's system.
- (D) Disqualification for refusal to give a urine sample when a driver has been involved in a fatal accident, except for a driver who meets the conditions of (C), shall be for a period of one (1) year via a letter stating his refusal to be tested. (See Disciplinary Action) (See Definitions)
- (E) A driver shall be disqualified via a letter of disqualification for a one (1) year period for a positive test of a controlled substance when the driver has been involved in a fatal accident. (See Disciplinary Action) (See Definitions)

### **RESULTS OF REFUSAL**

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

Where the employee appears unable or unwilling to give a specimen at the time of the collection, collection personnel shall document the circumstances on a drug-test report form. The employee shall be permitted no more than eight (8) hours to give a sample, during which time he shall remain in the testing area, under observation. All time for which an employee is required to expend in providing a sample shall be considered work time, and the employee shall be paid for such time pursuant to the provisions of the parties' collective bargaining agreement. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit to a sample shall be considered a refusal to submit to a drug test (unless medical evidence for the physical inability to provide a sample is provided and documented).

### **DRUGS TESTED FOR**

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

### **HOW TESTED**

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

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

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

### **TEST RESULTS**

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

## INITIAL TEST

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

Marijuana metabolite.....	50
Cocaine metabolite .....	150
Codeine/Morphine .....	2000*
6-Acetylmorphine.....	10
Phencyclidine.....	25
Amphetamines AMP/MAMP .....	500
MDMA.....	500

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

<b>Confirmatory Test</b>	<b>Level (ng/ml)</b>
Marijuana metabolite (THCA)*	15
Cocaine metabolite (Bezoylecgonine)	100
Opiates:	
Morphine **	2000
Codeine **	2000
6-Acetylmorphine	10
Phencyclidine	25
Amphetamines AMP/MAMP***	
Amphetamines	250
Methamphetamine***	250
MDMA – Methylenedioxymethamphetamine	250
MDA - Methylenedioxyamphetamine	250
MDEA - Methylenedioxyethylamphetamine	250

\* Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA)

\*\* Morphine is the target analyte for codeine/morphine testing.

\*\*\*Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

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

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

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

Employees having a negative drug test result shall, upon their request, receive a card or memorandum stating that the test was negative. Copies of confirmed positive test results will be

kept in the person's file for a minimum of five (5) years.

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

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

### **DISCIPLINARY ACTION**

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

For (1) First Offense of:

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

- II. Immediate Termination

For (1) First Offense of:

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

For (2) Second Offense

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

- III. Disqualification

For (1)

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

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

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

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

The EEP program must include at least the following element:

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

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

#### DEFINITIONS FOR THE PURPOSE OF THIS POLICY

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

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

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

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

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

### ARTICLE 31

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

##### Section 1.

The Local Union in which the work is to be performed shall have the authority for their Local Union's jurisdiction only to make contract concessions during the term of this Agreement. Any such concessions or modifications shall be granted on a project by project basis only or at the option of the Union for the term of this Agreement. No Local Union may grant any concessions or modifications outside of their own Local Union's jurisdiction.

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

##### Section 2.

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

**ARTICLE 32**  
**Industry Advancement Fund**

1. The Employer agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of three cents (\$0.03) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement. **Effective May 1, 2019 the Employer agrees to pay the Associated General Contractors of Illinois Industry Advancement Fund (IAF) the sum of twenty cents (\$0.20) per hour worked for all hours paid at straight time or overtime to each employee working under this agreement.**
2. The contributions to the IAF shall be deposited each month, or at such other regular intervals as may be determined by the Association, to the depository designated by the Association. Such contributions shall be reported and sent to the depository designated by the Association on a form that contains other contributions. Failure of an Employer to comply with this Article shall be deemed a direct violation of the Agreement.
3. The activities of the IAF shall be determined by the Association and shall be financed from the payments herein provided for.
4. Upon request, the Employer hereby agrees to provide the designated representative of the Association its payroll records to determine compliance with this article.
5. The Employer and the Union agree that any action, including the filing of a lawsuit, by the Association to enforce this Article is not subject to any of the grievance/arbitration provisions of this agreement. If the Association files a lawsuit against an Employer to collect delinquent contributions under this Article, the Employer agrees that the Association shall be entitled to recover interest of five percent (5%) per annum on the unpaid or late-paid contributions and to recover attorneys' fees and costs.
6. It is agreed the IAF shall not be used for lobbying in support of legislation of any kind at the municipal, state or national levels, which is anti-labor, anti-union or which the Union opposes, to support or subsidize any individual employer or contractor association in connection with any dispute with the Union, including but not limited to work stoppages, strikes, grievances, arbitrations or legal proceedings of any kind, or to support or subsidize any anti-union activity.
7. The Association shall indemnify and hold the Union harmless for any and all claims against the Union arising out of or in connection with this provision of the Agreement, the operation of the IAF or the use of contributions to the IAF.

**ARTICLE 33**  
**Apprenticeship and Training**

The parties acknowledge that the Illinois Teamsters Joint Council No. 25 and Employers' Apprenticeship and Training Fund ("Training Fund") has been established for the purpose of providing apprenticeship and training opportunities to individuals working in the construction, material hauling, warehousing and cartage industries. The parties agree to be bound by the Agreement and Declaration of Trust establishing the Training Fund.

The Employer shall make contributions to the Training Fund in the amount of twenty-five cents (\$.25) per hour for all hours worked on each employee.

The trustees of the Training Fund shall be responsible for the selection and training of all apprentices. Apprentices shall enter the Apprenticeship Program as provided in the selection procedures established by the trustees. An apprentice who fails to comply with required standards and procedures may be dismissed by the trustees from the Apprenticeship Program and will have no further right to work as an apprentice under this Agreement.

The Training Fund shall have full authority to place apprentices with Employers who request such placement. Employers shall cooperate in providing apprentices with needed work experiences.

The Apprenticeship Program is divided into four periods. During their participation in the Program, apprentices shall be paid wages as follows:

1 <sup>st</sup> Period	60% of full scale
2 <sup>nd</sup> Period	70% of full scale
3 <sup>rd</sup> Period	80% of full scale
4 <sup>th</sup> Period	90% of full scale

**ARTICLE 34**  
**Termination of Agreement**

This Agreement shall become effective as of the 1<sup>st</sup> day of **January, 2019** and shall remain in full force and effect until the **30<sup>th</sup>** day of **April, 2022** and each year thereafter unless written notice of termination or desired modifications is given at least sixty (60) days up to ninety (90) days prior to the expiration date of the contract by either of the parties hereto.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first above set forth. It is mutually agreed that all of the terms and conditions, including wages, health and welfare and pension contributions are retroactive to and including **January 1, 2019**.



## Letter of Understanding

This Letter of Understanding is entered into upon execution of the collective bargaining agreement by and between the Teamsters Downstate Illinois Construction Industry Negotiating Committee (hereinafter referred to as "TDICINC" or "UNION") within the state of Illinois, and the Associated General Contractors of Illinois (hereinafter referred to as "ASSOCIATION") and/or any other employer (hereinafter referred to as "EMPLOYER") and is incorporated into and made a part of the parties' Heavy/Highway Construction Agreement ("AGREEMENT") dated January 1, 2019. The parties agree to the following:

When evidence is available prior to the bid that EMPLOYER is bidding against bonafide non-union contractors (not signatory with any craft) and the total compensation package (wages and benefits) as set forth in the contract documents is lower than the total compensation package as established in the collective bargaining agreement for the area where the project is being performed, **Article 31** Agreed Upon Reductions from Contractual Conditions for Work Projects Section 1 and Section 2 of the AGREEMENT shall apply for each signatory EMPLOYER and subcontractor bidding work on the project.

In order for this Letter of Understanding to apply, the Employer shall notify the Local Business Manager by the end of the next business day following the day of the bid with the following:

- Project description
- Local Union(s) involved
- Name of bonafide non- union contractor(s)
- Total economic package utilized from the bidding documents

The EMPLOYER shall pay wages for work as set forth in the project contract documents for the duration of the project, except that Health & Welfare and Teamsters National 401(k) Savings Plan contributions shall be as specified in the AGREEMENT. In the event that changes to the prevailing wage rates during the duration of the project legally require EMPLOYER to pay new rates on the project, EMPLOYER shall be required to compensate its employees at the new prevailing wage and fringe benefit rates.

Teamsters Downstate Illinois Construction  
Industry Negotiating Committee

Associated General Contractors of  
Illinois

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Keith Gleason  
Downstate Director

Frank Kazenske  
Director of Labor Relations

**"B" Agreement**

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

**FOR THE UNION:**  
Teamster Downstate Illinois Construction  
Contractors  
Industry Negotiating Committee

**FOR THE ASSOCIATION ONLY:**  
The Associated General  
of Illinois

\_\_\_\_\_  
Keith E. Gleason, Downstate Director      Date

Negotiating Committee:

Negotiating Committee:

\_\_\_\_\_  
Pat Gleason, Chairman      Date

\_\_\_\_\_  
David A. Mifflin, General Chair      Date  
Collective Bargaining Committee

\_\_\_\_\_  
**Robert Sheridan**      Date

\_\_\_\_\_  
Steve Harmon      Date

\_\_\_\_\_  
Chuck Frenell      Date

\_\_\_\_\_  
Steve Ashe      Date

\_\_\_\_\_  
Greg Wheet      Date

\_\_\_\_\_  
Holly Bailey      Date

\_\_\_\_\_  
David Robinson      Date

\_\_\_\_\_  
**Laura Wilson**      Date

\_\_\_\_\_  
Brett Wessel      Date

\_\_\_\_\_  
Frank Kazenske      Date  
Director of Labor Relations

**"B" Agreement**

**EMPLOYER:**

\_\_\_\_\_  
Legal Name of Employer

\_\_\_\_\_  
Address of Employer

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of Authorized Representative of Employer

Date: \_\_\_\_\_

**EFFECTIVE JANUARY 1 – APRIL 30, 2019 †**

**Teamsters Downstate Illinois Construction Industry Negotiating Committee  
2019 Economic Package (Construction)**

**"B" Agreement**

**EFFECTIVE JANUARY 1, 2019:**

**WEEKLY PENSION \***

	<u>100%</u>	<u>80%</u>	<u>H&amp;W Rate</u>	<u>401(k) Rate</u>	<u>HRA Rate</u>	<u>Training</u>	<u>Total Package (Hourly)</u>
Class 1	37.06/hr	29.65/hr	11.65/hr	244.80/wk	1.00/hr	0.25/hr	\$56.08
Class 2	37.60/hr	30.08/hr	11.65/hr	244.80/wk	1.00/hr	0.25/hr	\$56.62
Class 3	37.85/hr	30.28/hr	11.65/hr	244.80/wk	1.00/hr	0.25/hr	\$56.87
Class 4	38.20/hr	30.56/hr	11.65/hr	244.80/wk	1.00/hr	0.25/hr	\$57.22
Class 5	39.21/hr	31.37/hr	11.65/hr	244.80/wk	1.00/hr	0.25/hr	\$58.23
Class 6	41.07/hr	32.86/hr	11.65/hr	244.80/wk	1.00/hr	0.25/hr	\$60.09

(÷40=\$6.12/hr)

**DAILY PENSION \*\***

	<u>100%</u>	<u>80%</u>	<u>H&amp;W Rate</u>	<u>401(k) Rate</u>	<u>HRA Rate</u>	<u>Training</u>	<u>Total Package (Hourly)</u>
Class 1	37.16/hr	29.73/hr	11.65/hr	50.80/day	1.00/hr	0.25/hr	\$56.41
Class 2	37.69/hr	30.15/hr	11.65/hr	50.80/day	1.00/hr	0.25/hr	\$56.94
Class 3	37.98/hr	30.38/hr	11.65/hr	50.80/day	1.00/hr	0.25/hr	\$57.23
Class 4	38.30/hr	30.64/hr	11.65/hr	50.80/day	1.00/hr	0.25/hr	\$57.55
Class 5	39.32/hr	31.46/hr	11.65/hr	50.80/day	1.00/hr	0.25/hr	\$58.57
Class 6	41.17/hr	32.94/hr	11.65/hr	50.80/day	1.00/hr	0.25/hr	\$60.42

(÷8=\$6.35/hr)

**HOURLY PENSION**

	<u>100%</u>	<u>80%</u>	<u>H&amp;W Rate</u>	<u>401(k) Rate</u>	<u>HRA Rate</u>	<u>Training</u>	<u>Total Package (Hourly)</u>
Class 1	35.50/hr	28.40/hr	11.65/hr	7.80/hr	1.00/hr	0.25/hr	\$56.20
Class 2	36.03/hr	28.82/hr	11.65/hr	7.80/hr	1.00/hr	0.25/hr	\$56.73
Class 3	36.30/hr	29.04/hr	11.65/hr	7.80/hr	1.00/hr	0.25/hr	\$57.00
Class 4	36.65/hr	29.32/hr	11.65/hr	7.80/hr	1.00/hr	0.25/hr	\$57.35
Class 5	37.64/hr	30.11/hr	11.65/hr	7.80/hr	1.00/hr	0.25/hr	\$58.34
Class 6	39.50/hr	31.60/hr	11.65/hr	7.80/hr	1.00/hr	0.25/hr	\$60.20

\* **Weekly Pension** applies to the following Locals: Champaign, Local 26; Peoria, Local 627; LaSalle, Local 722

\*\* **Daily Pension** applies to the following Locals: Belleville, Local 50; Alton, Local 525; Rock Island, Local 371; Springfield, Local 916

† **AGC Industry Advancement Fund (IAF):** Per **Article 32, \$0.20** per hour payable to AGC of Illinois for all hours worked, due by the 15<sup>th</sup> of the month following the month in which the work was performed. Remit payment to: AGC of Illinois, 3219 Executive Dr., Springfield, IL 62703. AGCI's IAF form is available at the following address: [http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018\\_06%20%5Bfillable%5D.pdf](http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018_06%20%5Bfillable%5D.pdf). Please note that IAF is payable in addition to the wages and fringes shown above.

**AGC of Illinois**

**Teamsters Downstate Illinois Construction Industry Negotiating Committee**

\_\_\_\_\_  
Frank Kazenske  
Director of Labor Relations

Date

\_\_\_\_\_  
Keith E. Gleason  
Downstate Director

Date

**EFFECTIVE MAY 1, 2019 †**

**Teamsters Downstate Illinois Construction Industry Negotiating Committee  
2019 Economic Package (Construction)**

**"B" Agreement**

**EFFECTIVE MAY 1, 2019:**

**WEEKLY PENSION \***

	<u>100%</u>	<u>80%</u>	<u>H&amp;W Rate</u>	<u>401(k) Rate</u>	<u>HRA Rate</u>	<u>Training</u>	<u>Total Package (Hourly)</u>
Class 1	38.06/hr	30.45/hr	12.00/hr	254.60/wk	1.00/hr	0.25/hr	\$57.68
Class 2	38.61/hr	30.89/hr	12.00/hr	254.60/wk	1.00/hr	0.25/hr	\$58.23
Class 3	38.87/hr	31.10/hr	12.00/hr	254.60/wk	1.00/hr	0.25/hr	\$58.49
Class 4	39.23/hr	31.38/hr	12.00/hr	254.60/wk	1.00/hr	0.25/hr	\$58.85
Class 5	40.27/hr	32.22/hr	12.00/hr	254.60/wk	1.00/hr	0.25/hr	\$59.89
Class 6	42.18/hr	33.74/hr	12.00/hr	254.60/wk	1.00/hr	0.25/hr	\$61.80

(+40=\$6.37/hr)

**DAILY PENSION \*\***

	<u>100%</u>	<u>80%</u>	<u>H&amp;W Rate</u>	<u>401(k) Rate</u>	<u>HRA Rate</u>	<u>Training</u>	<u>Total Package (Hourly)</u>
Class 1	38.17/hr	30.54/hr	12.00/hr	52.80/day	1.00/hr	0.25/hr	\$58.02
Class 2	38.71/hr	30.97/hr	12.00/hr	52.80/day	1.00/hr	0.25/hr	\$58.56
Class 3	39.01/hr	31.21/hr	12.00/hr	52.80/day	1.00/hr	0.25/hr	\$58.86
Class 4	39.34/hr	31.47/hr	12.00/hr	52.80/day	1.00/hr	0.25/hr	\$59.19
Class 5	40.39/hr	32.31/hr	12.00/hr	52.80/day	1.00/hr	0.25/hr	\$60.24
Class 6	42.29/hr	33.83/hr	12.00/hr	52.80/day	1.00/hr	0.25/hr	\$62.14

(+8=\$6.60/hr)

**HOURLY PENSION**

	<u>100%</u>	<u>80%</u>	<u>H&amp;W Rate</u>	<u>401(k) Rate</u>	<u>HRA Rate</u>	<u>Training</u>	<u>Total Package (Hourly)</u>
Class 1	36.45/hr	29.16/hr	12.00/hr	8.10/hr	1.00/hr	0.25/hr	\$57.80
Class 2	37.00/hr	29.60/hr	12.00/hr	8.10/hr	1.00/hr	0.25/hr	\$58.35
Class 3	37.27/hr	29.82/hr	12.00/hr	8.10/hr	1.00/hr	0.25/hr	\$58.62
Class 4	37.63/hr	30.10/hr	12.00/hr	8.10/hr	1.00/hr	0.25/hr	\$58.98
Class 5	38.65/hr	30.92/hr	12.00/hr	8.10/hr	1.00/hr	0.25/hr	\$60.00
Class 6	40.57/hr	32.46/hr	12.00/hr	8.10/hr	1.00/hr	0.25/hr	\$61.92

\* **Weekly Pension** applies to the following Locals: Champaign, Local 26; Peoria, Local 627; LaSalle, Local 722

\*\* **Daily Pension** applies to the following Locals: Belleville, Local 50; Alton, Local 525; Rock Island, Local 371; Springfield, Local 916

† **AGC Industry Advancement Fund (IAF):** Per Article 32, \$0.20 per hour payable to AGC of Illinois for all hours worked, due by the 15<sup>th</sup> of the month following the month in which the work was performed. Remit payment to: AGC of Illinois, 3219 Executive Dr., Springfield, IL 62703. AGCI's IAF form is available at the following address: [http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018\\_06%20%5Bfillable%5D.pdf](http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018_06%20%5Bfillable%5D.pdf). Please note that IAF is payable in addition to the wages and fringes shown above.

**AGC of Illinois**

**Teamsters Downstate Illinois Construction  
Industry Negotiating Committee**

\_\_\_\_\_  
Frank Kazenske  
Director of Labor Relations

Date

\_\_\_\_\_  
Keith E. Gleason  
Downstate Director

Date

**EFFECTIVE MAY 1, 2020 †**

**Teamsters Downstate Illinois Construction Industry Negotiating Committee  
2020 Economic Package (Construction)**

**"B" Agreement**

**EFFECTIVE MAY 1, 2020:**

**WEEKLY PENSION \***

	100%	80%	H&W Rate	401(k) Rate	HRA Rate	Training	Total Package (Hourly)
Class 1	___/hr	___/hr	12.72/hr	264.80/wk	1.00/hr	0.25/hr	59.32
Class 2	___/hr	___/hr	12.72/hr	264.80/wk	1.00/hr	0.25/hr	59.89
Class 3	___/hr	___/hr	12.72/hr	264.80/wk	1.00/hr	0.25/hr	60.16
Class 4	___/hr	___/hr	12.72/hr	264.80/wk	1.00/hr	0.25/hr	60.53
Class 5	___/hr	___/hr	12.72/hr	264.80/wk	1.00/hr	0.25/hr	61.60
Class 6	___/hr	___/hr	12.72/hr	264.80/wk	1.00/hr	0.25/hr	63.56
			(not to exceed)	(÷40=\$6.62/hr)			

**DAILY PENSION \*\***

	100%	80%	H&W Rate	401(k) Rate	HRA Rate	Training	Total Package (Hourly)
Class 1	___/hr	___/hr	12.72/hr	54.90/day	1.00/hr	0.25/hr	59.67
Class 2	___/hr	___/hr	12.72/hr	54.90/day	1.00/hr	0.25/hr	60.23
Class 3	___/hr	___/hr	12.72/hr	54.90/day	1.00/hr	0.25/hr	60.54
Class 4	___/hr	___/hr	12.72/hr	54.90/day	1.00/hr	0.25/hr	60.88
Class 5	___/hr	___/hr	12.72/hr	54.90/day	1.00/hr	0.25/hr	61.96
Class 6	___/hr	___/hr	12.72/hr	54.90/day	1.00/hr	0.25/hr	63.91
			(not to exceed)	(÷8=\$6.86/hr)			

**HOURLY PENSION**

	100%	80%	H&W Rate	401(k) Rate	HRA Rate	Training	Total Package (Hourly)
Class 1	___/hr	___/hr	12.72/hr	8.40/hr	1.00/hr	0.25/hr	59.45
Class 2	___/hr	___/hr	12.72/hr	8.40/hr	1.00/hr	0.25/hr	60.01
Class 3	___/hr	___/hr	12.72/hr	8.40/hr	1.00/hr	0.25/hr	60.29
Class 4	___/hr	___/hr	12.72/hr	8.40/hr	1.00/hr	0.25/hr	60.66
Class 5	___/hr	___/hr	12.72/hr	8.40/hr	1.00/hr	0.25/hr	61.71
Class 6	___/hr	___/hr	12.72/hr	8.40/hr	1.00/hr	0.25/hr	63.68
			(not to exceed)				

\* **Weekly Pension** applies to the following Locals: Champaign, Local 26; Peoria, Local 627; LaSalle, Local 722

\*\* **Daily Pension** applies to the following Locals: Belleville, Local 50; Alton, Local 525; Rock Island, Local 371; Springfield, Local 916

† **AGC Industry Advancement Fund (IAF):** Per Article 32, \$0.20 per hour payable to AGC of Illinois for all hours worked, due by the 15<sup>th</sup> of the month following the month in which the work was performed. Remit payment to: AGC of Illinois, 3219 Executive Dr., Springfield, IL 62703. AGCI's IAF form is available at the following address: [http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018\\_06%20%5Bfillable%5D.pdf](http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018_06%20%5Bfillable%5D.pdf). Please note that IAF is payable in addition to the wages and fringes shown above.

**AGC of Illinois**

**Teamsters Downstate Illinois Construction Industry Negotiating Committee**

\_\_\_\_\_  
Frank Kazenske  
Director of Labor Relations

Date

\_\_\_\_\_  
Keith E. Gleason  
Downstate Director

Date

**EFFECTIVE MAY 1, 2021 †**

**Teamsters Downstate Illinois Construction Industry Negotiating Committee  
2021 Economic Package (Construction)**

**"B" Agreement**

**EFFECTIVE MAY 1, 2021:**

**WEEKLY PENSION \***

	100%	80%	H&W Rate	401(k) Rate	HRA Rate	Training	Total Package (Hourly)
Class 1	___/hr	___/hr	13.48/hr	275.40/wk	1.00/hr	0.25/hr	61.01
Class 2	___/hr	___/hr	13.48/hr	275.40/wk	1.00/hr	0.25/hr	61.60
Class 3	___/hr	___/hr	13.48/hr	275.40/wk	1.00/hr	0.25/hr	61.87
Class 4	___/hr	___/hr	13.48/hr	275.40/wk	1.00/hr	0.25/hr	62.26
Class 5	___/hr	___/hr	13.48/hr	275.40/wk	1.00/hr	0.25/hr	63.36
Class 6	___/hr	___/hr	13.48/hr	275.40/wk	1.00/hr	0.25/hr	65.37
			(not to exceed)	(÷40=\$6.89/hr)			

**DAILY PENSION \*\***

	100%	80%	H&W Rate	401(k) Rate	HRA Rate	Training	Total Package (Hourly)
Class 1	___/hr	___/hr	13.48/hr	57.10/day	1.00/hr	0.25/hr	61.37
Class 2	___/hr	___/hr	13.48/hr	57.10/day	1.00/hr	0.25/hr	61.95
Class 3	___/hr	___/hr	13.48/hr	57.10/day	1.00/hr	0.25/hr	62.27
Class 4	___/hr	___/hr	13.48/hr	57.10/day	1.00/hr	0.25/hr	62.62
Class 5	___/hr	___/hr	13.48/hr	57.10/day	1.00/hr	0.25/hr	63.73
Class 6	___/hr	___/hr	13.48/hr	57.10/day	1.00/hr	0.25/hr	65.73
			(not to exceed)	(÷8=\$7.14/hr)			

**HOURLY PENSION**

	100%	80%	H&W Rate	401(k) Rate	HRA Rate	Training	Total Package (Hourly)
Class 1	___/hr	___/hr	13.48/hr	8.70/hr	1.00/hr	0.25/hr	61.14
Class 2	___/hr	___/hr	13.48/hr	8.70/hr	1.00/hr	0.25/hr	61.72
Class 3	___/hr	___/hr	13.48/hr	8.70/hr	1.00/hr	0.25/hr	62.01
Class 4	___/hr	___/hr	13.48/hr	8.70/hr	1.00/hr	0.25/hr	62.39
Class 5	___/hr	___/hr	13.48/hr	8.70/hr	1.00/hr	0.25/hr	63.47
Class 6	___/hr	___/hr	13.48/hr	8.70/hr	1.00/hr	0.25/hr	65.49
			(not to exceed)				

\* **Weekly Pension** applies to the following Locals: Champaign, Local 26; Peoria, Local 627; LaSalle, Local 722

\*\* **Daily Pension** applies to the following Locals: Belleville, Local 50; Alton, Local 525; Rock Island, Local 371; Springfield, Local 916

† **AGC Industry Advancement Fund (IAF):** Per Article 32, \$0.20 per hour payable to AGC of Illinois for all hours worked, due by the 15<sup>th</sup> of the month following the month in which the work was performed. Remit payment to: AGC of Illinois, 3219 Executive Dr., Springfield, IL 62703. AGCI's IAF form is available at the following address: [http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018\\_06%20%5Bfillable%5D.pdf](http://www.agcil.org/cms/ckfinder/userfiles/files/AGCI%20IAF%20form%202018_06%20%5Bfillable%5D.pdf). Please note that IAF is payable in addition to the wages and fringes shown above.

**AGC of Illinois**

**Teamsters Downstate Illinois Construction Industry Negotiating Committee**

\_\_\_\_\_  
Frank Kazenske  
Director of Labor Relations

Date

\_\_\_\_\_  
Keith E. Gleason  
Downstate Director

Date

## TEAMSTERS-NATIONAL 401(k) SAVINGS PLAN

### PARTICIPATION AGREEMENT

The undersigned employer (the "Employer"), the undersigned union (the "Union"), and the Board of Trustees of the Teamsters-National 401(k) Savings Plan (the "Trustees") hereby agree that the Employer shall participate in the Teamsters-National 401(k) Savings Plan (the "Plan") upon providing the information required in section 5(a) of this Participation Agreement. Once the Employer participates in the Plan, it shall be subject to the following terms and conditions:

#### **1. Plan Rules and Regulations and Other Documents**

The Employer and the Union shall be bound by the rules and regulations of the Plan, the Teamsters-National 401(k) Savings Plan Trust Agreement (the "Trust Agreement"), the Statement of Policy for Collection of Employer Contributions (the "Collection Procedures"), and any other written requirements, as the Trustees may adopt and amend from time to time. In no event shall the provisions of this Participation Agreement limit any obligation of the Employer that may be set forth under the foregoing instruments.

The Employer and the Union understand that the Trustees have the sole and absolute authority to make any and all necessary rules, regulations and administrative decisions as they deem necessary to effectuate the purposes of the Plan. Such rules, regulations and administrative decisions shall be binding on the Employer and the Plan participants. Notwithstanding the foregoing, neither the Trustees nor their rules, regulations and administrative decisions shall increase the Employer's contribution obligations to the Plan (other than employee Elective Deferrals, as defined in the Plan) without the Employer's prior consent, except to the extent required by law.

The Employer and the Union agree that all contribution reports and other data required by the Plan Administrator will be submitted to the Plan Administrator in the electronic format prescribed by the Plan administrator.

#### **2. Eligible Employees**

The employees ("Eligible Employees") described by the Employer in Appendix A hereto will become participants in the Plan upon completing the service requirement set forth in the Plan.

#### **3. Contributions**

- (a) **Amount of Contributions.** Notwithstanding anything to the contrary, the Employer will contribute to the Plan, on behalf of each Participant, the amounts designated in Appendix A hereto.
- (b) **Remittance Reports.** At the time funds are remitted to the Plan, the Employer shall provide the Plan administrator with a remittance report in the prescribed electronic format designated by the Plan administrator. In the event that the Employer does not owe any contributions for the period covered by the remittance report, the Employer must submit a remittance report in the prescribed electronic format by the date any contributions would otherwise be required stating that no contributions are due.



(c) Date by Which Contributions Are Required.

- (i) *Elective Deferral, Catch-Up, and After-Tax Contributions.* Any Elective Deferral, Catch-Up, and After-Tax Contributions must be remitted to the Plan on the earliest date that such amounts can reasonably be segregated from the Employer's general assets. For employers with less than 100 employees, in no event shall Elective Deferral, Catch-Up, and After-Tax Contributions be remitted to the Plan later than the 7<sup>th</sup> business day following the day which the amounts are received or withheld by the employer. For employers with 100 employees or more, in no event shall Elective Deferral Contributions be remitted to the Plan later than the 5<sup>th</sup> business day following the day which the amounts are received or withheld by the employer.
  - (ii) *Matching Contributions.* Any Matching Contributions must be remitted to the Plan no later than the 20th business day immediately following the calendar-year quarter to which they relate.
  - (iii) *Non-Elective Contributions.* Any Non-Elective Contributions must be remitted to the Plan no later than the due date for filing the Employer's tax return (including extensions) for the year to which the contributions relate.
- (d) Failure to Remit Timely Contributions/Collections. The Employer shall be "delinquent" if owed contributions are not received from the Employer by the close of business on the date described in paragraph (c) above, or if the Plan administrator has reason to believe that amounts reported and/or paid do not reflect the amount of contributions actually owed to the Plan. The Plan administrator may also consider the Employer delinquent if it has not submitted remittance reports in the prescribed electronic format along with contributions. The Employer shall be liable for lost earnings on Participant's accounts and all costs and expenses incurred in collecting or attempting to collect contributions due pursuant to the terms of this Agreement, including attorney's fees and costs, as set forth in the Plan's Collections Procedures. Failure to remit contributions timely may result in legal action against the Employer in accordance with the Plan's Collections Procedures.
- (e) Vesting in Employer Contributions. Each Participant shall be 100% vested at all times in any Elective Deferral, Catch-Up, and After-Tax Contributions made on his or her behalf to the Plan. Each Participant shall become vested in any Matching and Non-Elective Contributions in accordance with the provisions selected in Appendix A hereto.
- (f) Compliance with Code Section 415 Annual Additions Limitation. To the extent the Employer maintains or participates in one or more additional tax-qualified defined contribution plans that cover any Eligible Employees, the Employer shall be responsible for ensuring that contributions to the Plan and such other plan(s) do not exceed the annual addition limitation under section 415 of the Internal Revenue Code. The Plan administrator shall provide the Employer with all necessary information from the Plan to enable the Employer to perform this testing.

**4. Participant Loans**

If the Employer elects in Appendix A hereto to allow loans, the Employer shall withhold and remit all loan repayments, in accordance with the schedule provided by the Plan administrator, to the Plan on the earliest date that such amounts can reasonably be segregated from the Employer's general assets. In no

event, however, shall such contributions be remitted to the Plan later than the 15th business day of the month following the close of the month in which the amounts are withheld from the employee's pay by the Employer.

In the event that the Employer ceases its participation in the Plan, any participant loans outstanding with regard to employees of that Employer shall become immediately due and payable.

#### **5. Information Necessary to Administer Plan**

- (a) **Initial Report.** Within 20 business days of signing this Participation Agreement, the Employer shall provide the Plan administrator with information necessary to administer the Plan, including but not limited to:
  - (i) The name, address, Social Security number, bargaining unit status, and compensation of each Eligible Employee; and
  - (ii) Demographic information for purposes of establishing participant accounts and annual nondiscrimination testing.
- (b) **Updated Reports.** The Employer shall provide the Plan administrator with updated reports within 15 business days of any changes to the information provided in the initial report.
- (c) **Year-End Reports.** Following the end of each plan year (the calendar year), by the date prescribed by the Plan administrator, the Employer shall provide the Plan administrator with the demographic information that the Plan administrator may require to perform the nondiscrimination testing for the Plan. To the extent that the Participation Agreement covers any of the Employer's non-collectively bargained employees, demographic data may be required for all of the Employer's employees, whether or not they are Eligible Employees.

The Employer shall provide such information using the electronic format prescribed by the Plan administrator and shall comply with the Plan administrator's instructions in completing such forms.

#### **6. Audit**

The Trustees or their designee may, from time to time, audit the Employer's employment and payroll records, to the extent relevant to the Plan's administration, at a time mutually agreed upon by the Employer and the Trustees and at no cost to the Employer. If the Trustees determine that the Employer has not fully complied with the Plan's rules and regulations or the provisions of this Participation Agreement, the Trustees may require the Employer to pay the full cost of the audit.

#### **7. Duration of Agreement**

This Participation Agreement shall remain in full force and effect until the earliest of the following: (i) execution of a new Participation Agreement by the Employer, the Union, and the Trustees, or (ii) the Trustees' termination of this Participation Agreement.

#### **8. Miscellaneous**

- (a) **Modification and Termination.** Any modification to this Participation Agreement shall be made in writing and with the agreement of the Employer, the Union, and the Trustees. The Trustees may terminate this Participation Agreement upon sixty (60) days written notice to the Employer;

provided, however, the Trustees may terminate this Participation Agreement at any time, without notice, if they determine that the Employer has failed to meet its obligations hereunder. In the event that this Participation Agreement is terminated, the Employer shall continue to be required to make contributions on behalf of each Participant through the effective date of termination, and shall remit such contributions to the Plan no later than the close of business on the date described in paragraph (c) of Section 3.

- (b) **Trustees' Discretion.** The Trustees shall have the sole and absolute authority to adopt any rules and regulations they deem necessary to carry out the administration of the Plan and to decide any disputes concerning the Employer's obligations under this Participation Agreement and the Plan, Trust Agreement, Collection Procedures, and any other rules and regulations.
- (c) **Applicable Law.** To the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), this Participation Agreement shall be construed, administered, and governed in accordance with the laws of the District of Columbia.
- (d) **Severability.** If any provision of this Participation Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Participation Agreement shall continue to be fully effective.

**9. Enrollment Meetings**

In support of participation in the Plan, the Employer will cooperate with the Plan's administrator and record keeper with respect to enrollment meetings for eligible employees (Plan participants). The enrollment meetings should be held as soon as practical following the signing of the Participation Agreement, and must be scheduled during non-working time, unless the parties agree otherwise.

**IN WITNESS WHEREOF**, the Employer, the Union, and the Trustees have caused this Participation Agreement to be executed by their duly authorized representatives, effective as of

\_\_\_\_\_

**Employer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Local Union #** \_\_\_\_\_

**Address** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Telephone #** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Board of Trustees of the Teamsters-National 401(k) Savings Plan**  
c/o GEMGroup  
Attn: Transmittal Department  
3 Gateway Center  
401 Liberty Ave., Ste. 1200  
Pittsburgh, PA 15222

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

"B" AGREEMENT

TEAMSTERS-NATIONAL 401(k) SAVINGS PLAN

PARTICIPATION AGREEMENT

APPENDIX A

Pursuant to the terms of the Participation Agreement effective January 1, 2019, the Employer, the Union, and the Trustees hereby agree to the following with respect to the Employer's participation in the Plan:

<b>Employer Name:</b>	<b>Contact Name:</b>
<b>Address:</b>	<b>Email Address:</b>
<b>Phone Number:</b>	<b>Fax Number:</b>

Eligible Employees:

- All employees who are represented for purposes of collective bargaining by the following IBT local union(s): EMPLOYERS TO LIST APPLICABLE LOCALS THEY ARE SIGNATORY TO UNDER THE ARTICLES OF CONSTRUCTION "B" AGREEMENT.
- \*All collectively and non-collectively-bargained employees.
- \*Other (specify): \_\_\_\_\_

\*Participation in the Plan by any class or classes of employees other than those represented for purposes of collective bargaining by an IBT local union is subject to prior Trustee approval.

Employee (Pre-Tax) Elective Deferral Contributions:

• Elective Deferrals

Elective Deferral Contributions will be permitted up to a maximum of 89% of compensation.

• Special Deferrals

- The Employer will allow special deferrals of up to 100% of:
  - Bonus Pay (cash bonus payments only – no deferral of any type of in-kind payments)..... Yes  No
  - If "Yes," list the following type(s) of Bonus Pay that may be deferred (e.g., annual bonus, special incentive bonus): \_\_\_\_\_
  - Unused Sick Pay ..... Yes  No
  - Unused Vacation Pay ..... Yes  No

The Employer is responsible for distributing and collecting forms signed by Eligible Employees denoting a special deferral election. The Employer is responsible for deducting and remitting the employees' deferrals to the Plan administrator.

- The Employer will *not* allow special deferrals.

• Catch-Up Contributions

The Employer will allow participants who are eligible to make Catch-up Contributions to contribute an additional percentage of compensation to the Plan.

**Employee After-Tax Contributions:**

- Employee After-Tax Contributions will be permitted, up to a maximum of 5% of compensation.
- Employee After-Tax Contributions will *not* be permitted.

**Employer Matching Contributions:**

• **Amount of Matching Contributions**

- The Employer *will* make Matching Contributions on behalf of each Eligible Employee who is a participant in the Plan equal to \_\_\_\_\_% of such Eligible Employee's:
  - Elective Deferral Contribution
  - After-Tax Contribution
  - Elective Deferral Contribution and After-Tax Contribution

Employer Matching Contributions shall be made in cash and remitted to the Plan administrator or its designee on or before the 20th business day of the month immediately following each calendar quarter and shall be based upon Elective Deferral Contributions and/or After-Tax Contributions, as the case may be, made by Eligible Employees during the immediately preceding calendar quarter.

- The Employer will *not* make Matching Contributions on behalf of Eligible Employees.

• **Vesting Provisions for Matching Contribution Account**

- Each participant shall be 100% vested in his or her Matching Contribution Account at all times.
- Each participant shall become vested in his or her Matching Contribution Account according to the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>
less than 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

Each participant shall be fully vested in his or her Matching Contribution Account upon attaining normal retirement age under the Plan, regardless of the participant's years of service.

**Non-Elective Employer Contributions:**

• **Amount of Non-Elective Contributions**

- The Employer will make non-elective contributions on behalf of Eligible Employees as follows (allocation formula must meet applicable nondiscrimination requirements and is subject to prior approval of Trustees): PER COLLECTIVE BARGAINING AGREEMENT FOR ESTABLISHED (\*) RATE. (SEE ATTACHED CBA)

- The Employer will *not* make non-elective contributions on behalf of Eligible Employees.

(\*)



HOURLY



DAILY



WEEKLY

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5 or more	100%

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***Other Qualified Plans Maintained by the Employer:***

- The Employer maintains *no* other tax-qualified defined contribution plans in which Eligible Employees are eligible to participate.
- The Employer maintains the following other tax-qualified defined contribution plan(s) in which Eligible Employees are eligible to participate: \_\_\_\_\_

***Participant Loans:***

- Participant loans will be available to the Employer's employees.
- Participant loans will *not* be available to the Employer's employees.

## **INFORMATION FOR NEW PARTICIPATING EMPLOYERS**

As an employer who has just signed a participation agreement with the Teamsters National 401(k) Savings Plan, you probably have questions on what happens next. We have prepared this booklet to answer some of those questions.

### **Who we are:**

#### **PLAN NAME**

Teamsters National 401(k) Savings Plan

#### **PLAN IDENTIFICATION NUMBER**

001

#### **PLAN SPONSOR**

Board of Trustees of the Teamsters-National 401(k) Savings Plan

#### **FEDERAL IDENTIFICATION NUMBER**

52-1967784

#### **PLAN ADMINISTRATOR**

GEMGroup, Inc.  
3 Gateway Center  
401 Liberty Ave., Ste. 1200  
Pittsburgh, PA 15222  
412-471-2885  
800-242-8923  
412-471-2891 (fax)  
[www.gemgroup.com](http://www.gemgroup.com)

#### **PARTICIPANT RECORD KEEPER**

Prudential Retirement  
1-877-PRU-2100  
[www.prudential.com/teamsters401kplan](http://www.prudential.com/teamsters401kplan)

**Your completed participation agreement has been signed by the Plan representative.  
A copy of the signed agreement is included with this booklet for your files.**



TEAMSTERS-NATIONAL 401(k) SAVINGS PLAN

PARTICIPATION AGREEMENT

APPENDIX A

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<b>Employer Name:</b>	<b>Contact Name:</b>
<b>Address:</b>	<b>Email Address:</b>
<b>Phone Number:</b>	<b>Fax Number:</b>

**Eligible Employees:**

- All employees who are represented for purposes of collective bargaining by the following IBT local union(s): \_\_\_\_\_
- \*All collectively and non-collectively-bargained employees.
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