

8/6/2009

Mid-America Regional Bargaining Association
Excavators, Inc.
Lindahl
Plote
and
Teamsters Joint Council No. 25

Article 1.4 ✓

Added jurisdiction
Material hauled on jobsite; loaded and removed. (restricted to road construction)
Final language subject to attorney review and agreement.

Article 3 ✓


Article 3 of the MARBA subcontracting provision remains.
Add the following language:
3.4 Through the Joint Labor Management Task Force, the parties agree to meet and pursue the drafting of a Brokers Collective Bargaining Agreement ("BCBA") which shall cover the payment of fringe benefit contributions (including an appropriate form of Bond for such payments) for non-Employer trucks and truck brokerage companies performing jobsite construction. The language of the BCBA shall be acceptable to both the Union and the Employers, and the Union (Joint Council 25) shall make the BCBA available on a voluntary and nondiscriminatory basis to non-Employer trucks and truck brokerage companies performing jobsite construction for the purpose of compliance with Article 3.1 above. Execution of the BCBA shall be presumptive evidence of compliance with Article 3.1, with no further requirements being placed on the Employer thereunder. BCBA signatory trucks/truckers shall also be presumptively qualified to perform non-jobsite work under 3.2 above, with no further requirements being placed on the Employer thereunder.

Article 6 ✓

Grievances and Arbitration
Procedural rules incorporated by reference

Article 8

Wages
Year 1 \$1.50
Year 2 \$2.00
Year 3 \$2.25


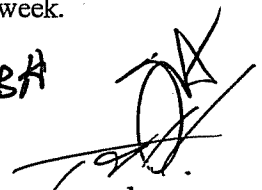
T.H. 08/06/09
OK MBH 

Article 9 ✓

Health and Welfare
Terms of Article 9 §9.3(d) and (e) shall be applicable to Local 786 at the contribution rate.

Article 12.2 ✓

Work Hours
Delete reference to weather. Saturday is a makeup day only if the employee calls off or voluntarily leaves work during the workweek.

 MBH 

8/6/2009

Article 12.5 ✓

Work Hours

Language in the MARBA contract remains the same. (1-4-8)

Article 13 ✓

General Conditions:

Change probationary period language to: by mutual agreement between the Union and the Employer the probationary period may be extended an additional thirty (30) days.

Article 14 ✓

Labor work

14.1 (Change in first sentence and noted in bold)

Chauffeurs are exempt from all labor work except when necessary to clean their truck body **and cleanliness of interior to the satisfaction of the Employer** or to maintain the safety of their vehicles in the event of an emergency or breakdown.

Article 18 ✓

Vacations

Eliminate current language (Local 731 and 786 only)

\$2.00 All vacation eliminated – add to base wage

\$1.40 Plote (presently paying \$0.60 over scale)

No eligibility requirements

Article 30 ✓

Surety bond

\$50,000 increased to \$100,000

Article 32 ✓

Duration

3 year term

New Article ✓

Most Favored Nations: (same language as in Excavators, Inc. contract)

34.1 If the Union enters into a labor contract covering the same heavy and highway construction work covered under this Agreement, which overall contains more favorable wages, benefits and other terms and conditions than are contained in this Agreement, then at the EMPLOYER'S request the entire more favorable Agreement shall be substituted for this Agreement; Provided, however, that the EMPLOYER must first submit the more favorable Agreement to the Chairman of the Joint Council No. 25 Construction Division Committee, who shall determine whether the Agreement is more favorable and that adoption of the Agreement is in the best interest of the Construction Industry and the affected Employees.

34.2 This Article shall not apply to initial labor contracts, up to three (3) years in duration, with a Construction Industry Employer whose Employees were not previously represented by the Union, nor shall this Article apply to small paving and related companies.

Additional language to be added to provision:

The provision shall be enforced against violating local only. This shall only apply to employees driving company owned equipment. Provision is applicable to contracts signed after June 1, 2009.

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Material Haul ✓

Rejected/Delete (Withdrawn 7/31/09)

Task Force ✓

Task Force:

\$0.10 per hour contributed from total economic package in years two and three of the contract. Joint Council No. 25 Task Force's goal shall be to initiate broker concept in conjunction with management committee among other enforcement responsibilities. MARBA shall have the right to appoint a trustee to said Task Force.

Prevailing Wage ✓

Prevailing Wage:

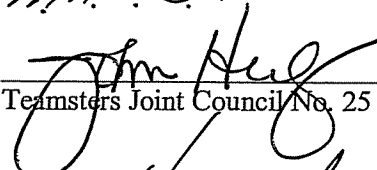
Certifications sent to the Department of Labor shall be jointly agreed upon by the Union and Management

Retroactivity ✓


Included to June 1 - Union will endorse this deal

The MARBA contract shall be used as a template. Exclusive of the agreed upon changes above, all other terms and conditions of the MARBA contract remain unchanged and Excavators, Inc., Plote and Lindahl shall have the same terms and conditions.

MARBA


Teamsters Joint Council No. 25




Excavators, Inc.

Mid-America Regional Bargaining Association

Dated: 8/6/2009