

TEAMSTERS LOCAL UNION NO. 731

CONSTRUCTION AGREEMENT

This Agreement entered into this First Day of June 2023, by and between
Dubois Paving Company, Inc.

(Hereinafter referred to as the "EMPLOYER"), and Excavating, Grading, Asphalt, Private Scavengers and Recyclers, Automobile Salesroom Garage Attendants, Linen and Laundry and Machinery, Scrap Iron, Steel and Metal Trade Chauffeurs, Handlers, Helpers and Alloy Fabricators, Local Union No. 731, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "UNION"). This Agreement shall be known as the Teamsters Local Union No. 731 Construction Agreement.

WITNESSETH

1. The purpose of this Agreement is (a) to enter into a definite Labor-Management Agreement covering the wages, hours, conditions of work and terms of employment in the relationship between EMPLOYER and Employee; (b) to prevent strikes, lockouts, and work stoppages; (c) to adopt suitable measures for the peaceful settlement of grievances and differences; (d) to secure to the EMPLOYER sufficient capable Employees; (e) to protect the economic and employment welfare of Employees.
2. It is mutually understood and agreed that the following terms relating to the wages, hours and working conditions of Employees covered by this Agreement have been decided upon by means of collective bargaining, and that the following provisions will be binding upon the parties to this Agreement during the term of this Agreement and any renewal period thereof.

ARTICLE I – RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1 **Geographic Coverage:** The geographic area is the area covered by International Brotherhood of Teamsters Local Union No. 731 within the jurisdiction of I.B. of T. Joint Council No. 25.

Sec. 1.2 **Recognition:** The EMPLOYER recognizes the UNION as the sole and exclusive Bargaining Representative with respect to rates of pay, hours of work, and all other conditions of employment for all Employees covered by this Agreement.

Sec. 1.3 **Bargaining Unit:** Employees covered by this Agreement are all Employees performing work within the classifications of work covered by this Agreement, employed by the EMPLOYER in the contract territory and engaged in the work described in Section 1.4 hereof.

Sec. 1.4 **Work Covered:** Jurisdiction - This Agreement shall apply to Employees in the work classifications herein set forth in the performance of work involved in the following operations:

a) **Heavy Construction:** Heavy construction is defined as constructing substantially in its entirety any fixed structure, other improvement or modification thereof, or an addition or repair thereto, including any structure or operation which is an incidental part of a contract thereof, including without limitation; the loading, unloading and transport of heavy equipment, railroads and street railway construction projects, sewer work, water-mains, grade separations, foundations, pile driving, piers, abutments, retaining highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, excavation and water reclamation projects, reservoirs, water supply projects, water power development, hydroelectric development, duct lines, locks, pipelines, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, wind farm projects, fracking operations, energy and infrastructure work, airports, excavation, material hauled on the jobsite; loaded and removed from the jobsite, disposal of earth rock, and stockpiling of material.

b) **Highway Construction Work:** Highway construction work is defined as all work ordinarily included in highway construction contracts, bridges, sewer and street grading, street paving, curb setting, sidewalks, stockpiling, etc.; and landscaping.

c) Removal and disposal of rubbish, demolition debris and recyclables from wrecking projects.

d) Snow removal.

e) Hauling of cinders, slag, grindings, asphalt (including liquid asphalt), sand fill and all other types of fill on constructions jobs.

f) Delivery to and spreading on the construction site or the road bed of any stabilized base material to be used as sub-surface, including but not limited to fill, Poz-O-Pac, aggregate materials, bituminous aggregate materials, cement aggregate materials, or any other trade name of base or paving material.

g) Back filling.

h) Excavation/digging of material hauled on the jobsite; loaded and removed from the jobsite.

i) Leveling and grading associated work.

j) Street, parking lot and jobsite sweeping, water truck sprinkling and flushing including environmental dust containment.

k) Low-boy, equipment transportation and heavy hauling operations.

l) Pipeline and all associated work.

m) Roadway signage, road barricade delivery and set-up, including maintenance thereof.

n) Inlay of roadway lane guides/markers.

o) Pavement marking, sealing, surface grooving, crack filling, traffic and lane control.

- p) Delivery and placement of trench boxes and road plates.
- q) Construction, slag or any other trucking in or out of steel mills or asphalt producing plants.
- r) Hauling of salt.
- s) Asphalt plants in areas where it has been past practice.
- t) The hauling of broken concrete and broken asphalt.
- u) Milling or grinding associated work.
- v) Flat-bed, specialty trailer or job-specific utilization of transport equipment.
- w) Stockpiling of material.
- x) Sludge hauling.
- y) Delivery and maintenance of portable sanitation units.

Sec. 1.5 The work listed above in Section 1.4 above is listed for the purpose of describing work customarily and/or traditionally performed by the Employees covered by this Agreement and for no other purpose.

ARTICLE II – UNION SECURITY

Section 2.1 **Maintenance of Membership:** Present Employees who are members of the UNION must, as a condition of employment, maintain such membership during the term of this Agreement to the maximum extent permitted under law.

Sec. 2.2 **New Employees:** New Employees shall, as a condition of employment, become members of the UNION to the maximum extent permitted under law, on the eighth (8th) day after the beginning of employment or after the execution date of this Agreement, whichever is later, and shall maintain such membership as a condition of continued employment. Once a month on the first day of each month after a new Employee is hired, the EMPLOYER shall provide the UNION with a list of such new hires indicating the Employee's full name, resident address, social security number, date of hire and the location where the Employee has been assigned to report for work.

Sec. 2.3 **Enforcement:** Any Employee who refuses or fails to fulfill the obligations of Sections 2.1 or 2.2 above, shall forfeit his/her right of employment; and the EMPLOYER shall discharge such Employee within three (3) working days of receiving written notice from the UNION of the failure of an Employee to fulfill said obligations; provided that the UNION shall hold the EMPLOYER harmless for demands under this Section not in accord with federal law.

Sec. 2.4 **Additional Employees:** When the EMPLOYER needs additional Employees, it shall give the Local Union equal opportunity with all sources to provide suitable applicants, but shall not be required to hire those referred by the UNION.

The full names and addresses of all new Employees shall be furnished to the Office of the UNION not later than the first pay period after their hiring.

ARTICLE III – SUBCONTRACTING

Section 3.1 The EMPLOYER agrees that neither it nor any of its subcontractors on the job-site shall subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure, road or other work (including quarries, rock, sand and gravel plants, asphalt plants, ready-mix concrete plants established on or adjacent to the job-site to process or supply materials for the convenience of the contractor for job-site utilization) except to a person, firm or corporation, party to this Agreement.

Sec. 3.2(a) In order to protect the wages, working conditions and job opportunities of Employees employed under this Agreement, the EMPLOYER agrees that when subcontracting work covered by this Agreement which is to be performed within the geographical area covered by this Agreement, but which is not to be performed at the site of the construction, alteration, painting or repair of the building, road or other work, he/she will subcontract such work only to an Entity or person who agrees that the persons performing such work will work in accordance with the schedule of hours and will receive not less than the wages and economic benefits provided in this Agreement including holidays, vacations, premiums, overtime, health and welfare and pension contributions or benefits or their equivalent and any other programs or contributions required by this Agreement, and who further agrees to submit any grievance or disputes concerning its performance or compliance with such undertaking to the procedures set forth in Article VI of this Agreement. The subcontract shall further require the subcontractor to make the fringe benefit contribution payments to the Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Funds as provided pursuant to Articles IX and X of this Agreement.

Sec. 3.2(b) The EMPLOYER agrees that it will not lease, assign, or subcontract any bargaining unit work to any person, partnership, corporation or business enterprises until, or unless all of the Employer's equipment and workforce is engaged, and/or the EMPLOYER does not own the necessary equipment to perform the covered work.

Sec. 3.2(c) The UNION shall maintain a list of subcontractors that it certifies to be in compliance with the requirements of Section 3.1 and Section 3.2 above, which list shall be updated from time to time and provided to the EMPLOYER upon request. Should the EMPLOYER utilize the services of a subcontractor placed on the Union's list, such subcontracting shall be presumed to be in compliance with Section 3.1 or 3.2(a), as applicable, unless and until such time as the UNION provides written notice to the EMPLOYER of such subcontractor's removal from the applicable list. Should the EMPLOYER utilize a subcontractor that is not on the Union's list and the use of such subcontractor also violates Sections 3.1 or 3.2, as applicable, the EMPLOYER shall be liable to pay the difference between the total economic settlement set forth in this Agreement and the substandard economic package paid to the subcontractor's Drivers, for the entire period of subcontracting, which payment shall be made directly to the Chicago Teamsters Construction Labor/Management Cooperation Committee Fund to assist with the effort of policing and monitoring the local area construction industry. The placement of a subcontractor on the Union's list does not apply to subsequent tiers of subcontractors unless they are also included on the Union's list.

Whenever the EMPLOYER fails to comply with the provisions of this Article, the UNION shall have the right to strike. This provision shall not be subject to and is specifically excluded from Article VI of this Agreement.

Sec. 3.2(d) The EMPLOYER will give written notice to the UNION of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering into such subcontract and shall specify the complete name, address and telephone number of the subcontractor. Any EMPLOYER who serves such notice and requires the subcontractor to agree to comply with and observe the provisions of Section 3.1 hereof with respect to job-site work and Section 3.2 hereof with respect to work performed other than at the job site shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringes benefits or other contributions provided herein, except as provided hereinafter.

Sec. 3.2(e) A subcontractor utilized by the Employer may designate the Employer as its pay agent solely for the purpose of making pension fund contributions to the Union-designated pension funds under this Agreement. When such an assignment is made, in writing with copies to both the Union-designated pension funds and the Employer, the Employer shall remit pension fund contributions to the Union designated funds under this Agreement on behalf of the subcontractor for work preformed under this Agreement. The employer shall remit contributions for all hours of work paid to the subcontractor. It is further acknowledged that designation as "pay agent" as set forth herein shall not be deemed, or used as, evidence of joint employer status by either the Union or any Union fringe benefit fund. To the fullest extent permitted by law, and, with the exception of a failure to make timely contributions, the Union shall indemnify and hold harmless the Employer or Subcontractor for all claims regarding pension fund remittance, including claims concerning employee classification under the Illinois Employee Misclassification Act or under similar law or regulation.

The side letter will set forth the procedures for such pension fund remittances. The side letter agreement and the rights and obligations of this Section 3.2 (c) shall not become effective any earlier than April 1, 2024.

The provisions of this Section 3.2(c) are further contingent upon the following: (1) agreement upon the side letter referenced above; (2) the pension funds identified in this Agreement having consent to acceptance of the contributions from an Employer or subcontractor acting as a pay agent and Teamsters Local 731 having been duly notified of the same; (3) a subcontractor having executed an agreement to contribute to one or more of the pension funds identified in the Agreement through the agreement to be developed by the Unions identified in section 3.7 below; and (4) agreed upon pension contribution rates.

Sec. 3.2(f) If thereafter any subcontractor shall become delinquent in the payment or meeting of the obligations set forth above, the UNION shall promptly give written notice thereof to the EMPLOYER and Subcontractor specifying the nature and amount of such delinquency. More than one such notice may be given with respect to delinquencies. If such notice is given, the EMPLOYER shall withhold the amount claimed to be delinquent out of any sums due and owing by the EMPLOYER to such Subcontractor and shall pay and satisfy therefrom the amount of such delinquency by such subcontractor as follows:

If such subcontractor does not dispute the existence or amount of such delinquency, the EMPLOYER shall forthwith pay the amount of such delinquencies to the person or Fund entitled thereto. Any dispute as to the existence or amount of such delinquency shall be settled by the UNION and subcontractor as provided in Article VI hereof and the EMPLOYER shall pay the person or Funds entitled thereto the amount of such delinquency as so determined and all costs incurred.

The Union shall provide the Employer with a list of delinquent subcontractors performing covered work on no less than monthly basis. The EMPLOYER shall not be liable for any such delinquency occurring more than sixty (60) days prior to the receipt of such written notice from the UNION.

Notwithstanding the requirements of this Section 3.2(f), for the work preformed by subcontractors who execute the agreement referenced in Section 3.7 below, the Employer's obligation to pay an alleged delinquency in the area standards shall be limited solely to the amount of the then applicable pension contribution.

Sec. 3.2(g) Upon written proof by the Union that the Employer's subcontractors are not in substantial compliance with Articles 3.1 or 3.2 (which includes to subcontractor's failure to respond to a written Union inquiry concerning its compliance), the Employer shall cease employment of such subcontractor on all of its projects within Three (3) working days receipt of written notice. A failure to respond as used herein shall mean that the subcontractor did not provide certified payrolls, or records for the prior month demonstrating all components of the area standard including wages and benefits. Furthermore, the Union shall indemnify and hold harmless the Employer for all costs including attorney's fees associated with defense of claims brought by such subcontractors against Employer if said subcontractor is found not to be in violation.

Sec. 3.2(h) The EMPLOYER acknowledges that the UNION ordinarily cannot determine whether the subcontractor is paying the wages, hours and other terms and conditions required within this Article. Therefore, the EMPLOYER agrees to provide all relevant documents and information necessary for the enforcement of this Article within three (3) working days after receipt of written notice. Should the EMPLOYER fail to provide such information, or should the subcontractor fail to make this information available for inspection by the UNION, then the EMPLOYER shall remove the subcontractor by the close of business on the third day.

Sec. 3.2(l) If the persons performing the subcontracted work are not actually paid the amounts as required pursuant to this Article, the signatory EMPLOYER shall, upon three (3) working days of said written notice from the UNION, discontinue such subcontract for the duration of the project.

Sec. 3.2(j) Notwithstanding any terms in this Article to the contrary, should the EMPLOYER fail to remove a subcontractor whose continued use violates this Article, the UNION may strike or withdraw its members until such time as the EMPLOYER removes the subcontractor and provides the UNION with a written notification of the removal or proof of compliance has been met.

Sec. 3.3 This Article shall be enforced so as to protect employment opportunities and to prohibit an EMPLOYER from indirectly achieving lower labor costs through the subcontracting of bargaining unit work.

DBE COMPLIANCE: Upon request of the UNION, industry signatory Employer's must produce S.B.E. 2025 or equal, to demonstrate contractual minority commitment with Owner/Agency.

Sec. 3.4 All past practices contrary to the express conditions under this Article shall be null and void. No practice contrary to the terms of this Agreement shall hereafter be recognized by the UNION.

Sec. 3.5 Except as provided for above, any and all disputes involving this Article shall be resolved exclusively through the grievance and arbitration provisions contained within Article VI of this Agreement.

Sec. 3.6 Owner/Drivers operating their own vehicle shall be considered as subcontractors as provided for within this Article.

Sec. 3.7 The union shall develop an agreement which shall cover the payment of wages and fringe benefit contributions (including an appropriate form of Bond for such payments) for owner-drivers performing jobsite and non-jobsite construction. The Union shall make the agreement available on a voluntary and non-discriminatory basis to owner-drivers, performing jobsite and non-jobsite construction for the purpose of compliance with Articles 3.1 and 3.2(a) above. Execution of the agreement shall be presumptive evidence of compliance with Articles 3.1 and 3.2(a) with no further requirements being placed on the Employer thereunder. Such agreements shall not be subject to Article 32.

Nothing in Section 3.7 shall be construed to obligate the Employer to require subcontractors to be party to an agreement developed under this section nor shall any subcontractor be required to be a party to an agreement under this section to perform covered work.

3.8 Subcontractors compliant with this Article may perform covered work throughout the geographic scope of this agreement without regard to local union jurisdiction or membership.

ARTICLE IV – PRE-JOB CONFERENCE

Section 4.1(a) Prior to commencing start-up of any project, the EMPLOYER shall meet with the UNION to conduct and participate in a Pre-Job Conference for the purpose of advising the UNION of the Employer's requirements as to the number of Employees, the probable starting date, duration of the job, working schedules and other matters affecting Employees.

Sec. 4.1(b) Any EMPLOYER utilizing subcontractors must participate in a Pre-Job Conference for all work covered by the UNION prior to the commencement of work covered by this Agreement. All contractors must provide a detailed list of all subcontractors, Brokers, Owner/Driver or Drivers that they intend to utilize on said job to the UNION three (3) working days prior to the commencement of any such work.

Sec. 4.1(c) If a contractor evades a Pre-Job Conference, they automatically forfeit their right to the grievance procedure pursuant to Article VI herein contained. The UNION may strike the project if a contractor fails to participate in said Pre-Job Conference. At or before the pre-job conference, or upon the written request of the union, the Employer shall provide the Union with a copy of the SBE 2025 identifying minority contractors utilized.

ARTICLE V – NO STRIKES OR LOCKOUTS

Section 5.1 In view of the fact that parties have provided for an orderly procedure for settling differences of opinions and disputes, the UNION agrees that for the duration of this Agreement, there shall be no strikes, except as otherwise herein provided, and the EMPLOYER agrees that during the life of this Agreement there shall be no lockouts. The provisions of this Article shall not apply to any Employer that refuses to follow the procedures outlined in Article III, IV and VI.

ARTICLE VI – GRIEVANCES AND ARBITRATION

Section 6.1 All disputes or grievances arising out of work and operations pursuant to this Agreement shall be settled and resolved as provided for in this Article except as otherwise herein provided.

Sec. 6.2 A dispute or grievance not resolvable by the Foreman or Superintendent shall be first taken up between the EMPLOYER and a Representative of the UNION, within seven (7) working days after the date of the occurrence which is the subject of the dispute or grievance, or no action shall be required.

Sec. 6.3 In the event the grievance cannot be resolved by the provisions of Section 6.2 within seven (7) working days after receipt by the UNION of the written grievance, said grievance shall be submitted immediately to the Joint Labor/Management Committee created in Section 6.5.

Sec. 6.4 No action shall be required concerning Employee complaints as to wage and working conditions unless made within ten (10) working days of the alleged violation or knowledge of the alleged violation.

Sec. 6.5 The signatory Employer's to this Agreement and the UNION shall together create and appoint a Joint Labor/Management Committee consisting of an equal number of members representing the EMPLOYER and the UNION, but no less than two (2) from each group. Alternates may also be appointed. The Joint Labor/Management Committee shall, at its first meeting, formulate and adopt rules of procedure to govern the conduct of its proceedings. Said procedural rules to govern the conduct of the Joint Labor/Management Committee are hereby incorporated by reference.

Sec. 6.6 It shall be the function of the Joint Labor/Management Committee to resolve disputes or grievances which cannot be settled pursuant to Section 6.2.

Sec. 6.7(a) No EMPLOYER shall sit on a panel of the Joint Labor/Management Committee which is hearing or considering a grievance or dispute arising from its own operations.

Sec. 6.7(b) All Union Representatives who serve on a Panel of the Joint Labor/Management Committee shall be Representatives or Agents of Teamsters Local Union No. 731 who are familiar with this entire Agreement, provided, however, that no Union-designated member of the Joint Labor/Management Grievance Committee shall have been involved in the processing of the grievance prior to the hearing before the grievance panel.

Sec. 6.8(a) When the Joint Labor/Management Committee, by a majority vote, decides a dispute or grievance, such decision shall be final and binding upon all parties involved.

Sec. 6.8(b) When a member's grievance is upheld by the Joint Labor/Management Committee, the grievant shall be paid for all time lost due to his/her attendance at said formal grievance hearing.

Sec. 6.8(c) If a member's unjust termination grievance is upheld by the Joint Labor/Management Committee, the EMPLOYER must make the grievant whole for eight (8) hours at the Employee's applicable rate of pay for each day that the grievant lost leading up to the date of the formal grievance hearing

Sec. 6.9 The EMPLOYER hereby agrees to abide by and implement the decision of the Joint Labor/Management Committee within forty-eight (48) hours of the rendered decision or the UNION shall have the right to engage in a work stoppage or other job action. An alternate implementation schedule may only be adopted if mutually agreed upon by the UNION and the EMPLOYER.

Sec. 6.10 When the Joint Labor/Management Committee is unable to decide a dispute or grievance; it may be submitted, at the option of the moving party, within thirty (30) days to an Arbitrator jointly selected by the parties from a panel of five (5) potential Arbitrators provided by the American Arbitration Association and/or the Federal Mediation and Conciliation Service who maintains an office in the greater Chicagoland area.

Each party shall alternately strike names from the panel list, the moving party striking first, until one Arbitrator remains and the person whose name remains shall serve as the Arbitrator. The decision of the Arbitrator shall be final and binding upon all parties involved in the arbitration process.

Sec. 6.11 The expense of the Arbitrator shall be jointly paid by the EMPLOYER and the UNION between whom the grievance or dispute exists.

Sec. 6.12 The Arbitrator shall have no authority to add to, detract from, or in any way alter the provisions of this Agreement.

Sec. 6.13 **Award Enforcement:** Any party that fails to comply with an award within thirty (30) days' notice of the grievance award from the Joint Labor/Management Committee or an Arbitrator shall be responsible for an additional twenty percent (20%) liquidated damages regarding any monetary award and any and all court costs and reasonable attorney fees actually incurred by the party enforcing said award.

Sec. 6.14 **Work Rules:** The EMPLOYER may adopt reasonable safety and work rules that are not inconsistent with this Agreement or law. The UNION shall be provided with a written copy of such rules prior to implementation for approval by the UNION prior to issuance and circulation to the bargaining unit. Any discipline imposed for violation of said rule(s) shall be subject to review and or challenge pursuant to the grievance procedure herein contained.

ARTICLE VII – JURISDICTIONAL DISPUTE

Section 7.1 All jurisdictional disputes between or among Building and Construction Trade Unions and the EMPLOYER signatory to this Agreement shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other Plan or method of procedure that may be adopted in the future by The Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive regarding all parties involved in said dispute.

ARTICLE VIII – WAGES

Section 8.1(a) The following rates of hourly pay shall prevail during the period herein set forth.

Sec. 8.1(b) The EMPLOYER shall contribute one cent (\$0.01) per hour to the Chicagoland Construction Safety Council (CISCO), a non-profit organization.

Work or services performed at the construction site, which includes driving trucks to and from and the spreading on the construction site or the road bed of any base material to be used for such a sub-surface, which shall include, but not be limited to fill, gravel, blacktop, cement, or Poz-o-Pac, and building, wrecking, excavating and renovation shall be covered by the hourly rates set forth below.

Sec. 8.2 Trucks listed in this Section shall be classified and Drivers paid on the following axle basis:

There shall be additional increases in Wages and/or Fringe Benefits (Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Funds) according to the following allocation schedule. Allocation of these amounts between wages and/or Fringe Benefit Funds and/or Industry and Scholarship Funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of said increases.

- Effective June 1,2023.....\$2.90 per hour
- Effective June 1,2024.....\$2.50 TBD
- Effective June 1,2025.....\$2.50 TBD
- Effective June 1,2026.....\$2.50 TBD

■■■ EFFECTIVE JUNE 1, 2023, – INCREASE OF \$2.90 PER HOUR ■■■

MONETARY ALLOCATION BREAKDOWN

WAGES	\$1.80
HEALTH/WELFARE FUND	\$0.50
PENSION FUND.....	\$0.50
L.M.C.C. TASK FORCE.....	\$0.10
TRAINING FUND.....	\$0.00
INDUSTRY SCHOLARSHIP FUND.....	\$0.00

HOURLY WAGE RATES

WORK CLASSIFICATIONS:

GROUP 1 – 2 OR 3 AXLE TRUCKS	\$45.19
GROUP 2 – 4 AXLE TRUCKS	\$45.44
GROUP 3 – 5 AXLE TRUCKS	\$45.64
GROUP 4 – 6 AXLE TRUCKS	\$45.84
GROUP 5 – AN ADDITIONAL \$0.20 PER HOUR, PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN FIVE (5) AXLES.	

■ LOW-BOY WORK CLASSIFICATION - PREMIUM WAGE IMPROVEMENT:

- **EFFECTIVE JUNE 1, 2023:** \$1.50 per hour premium in addition to the annual negotiated monetary improvement above Group 4

NIGHT SHIFT PREMIUM.....	\$1.75 per hour
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NEW WAGE PREMIUM

WORK CLASSIFICATIONS

MECHANICAL SWEEPER/VAC TRUCK.....	\$46.84
\$1.00/HR. PREMIUM AND PLACED IN GROUP 4	

Sec. 8.3(a) The work classifications listed in this Section shall be compensated on the following basis:

■ GROUP 1.

A-Frame Truck when used for transportation purposes
Air Compressors and Welding Machines, including those pulled by pick-up trucks and/or tractors
Ambulances
Articulated Dump
Bath Gate Locker
Batch Hopperman
Car and Truck Washers
Carry Alls
Conveyor Trucks
Fork Lifts and Hoisters
Helpers
Mechanics Helpers and Greasers
Oil Distributors, 2-Man operation
Pavement Breakers
Pole Trailer, up to 40 feet
Pothole Repair Truck
Power Mower Tractors
Quick Change Barrier Truck
Self-Articulating End Dump
Self-Propelled Chip Spreader
Shipping and Receiving Clerks and Checkers
Skipman
Slurry Trucks, 2-Man operation
Slurry Trucks
Street and Parking-lot Sweepers
Teamsters
Warehousemen and Dockmen
Truck Drivers hauling warning lights, barricades, and portable toilet units on the job site.

■ GROUP 2.

Dispatchers
Dump Crets and Adgetors under 7 yards
Dumpsters, Track Trucks, Euclids, Hug Bottom
Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards
Mixer Trucks under 7 yards
Ready-Mix Plant Hopper Operator
Winch Trucks, 2 Axles

■ GROUP 3.

Dump Crets and Adgetors 7 yards and over
Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards
Explosives and/or Fission Material Trucks
Mixer Trucks 7 yards or over
Mobile Cranes while in transit
Oil Distributors, 1-Man operation
Pole Trailer, over 40 feet
Pole and Expandable Trailers hauling material over 50 feet long
Slurry Trucks, 1-Man operation
Winch Trucks, 3 axles or more
Mechanics

■ GROUP 4.

Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories
Foreman
Master Mechanic
Self-loading equipment similar to trucks with scoops on the front

Sec. 8.3(b) The vehicles listed hereunder shall be classified, and the Drivers shall be compensated for, based upon the number of axles of each vehicle:

Bulk Tank Trucks
Buses
Dry Batch Trucks
Dump/Conveyor Trucks
Fuel Trucks
Grease Trucks
Lowboys
Scissor Trucks
Service Trucks
Telescope Trucks
Water Trucks

Sec. 8.4 Drivers operating different types and sizes of equipment on the same day which they operate for two (2) hours or more shall be paid the rate governing the highest rated equipment operated for the entire day.

Sec. 8.5 The EMPLOYER agrees to notify the Union Representative when using new types of equipment not formerly utilized by the EMPLOYER. The Negotiating Committee of the EMPLOYER and the UNION shall meet to immediately negotiate the wage scale for same. The agreed rate shall be retroactive to the equipment's first day of utilization.

Sec. 8.6 An Employee's pay shall start at whatever time the Employee reports for work as instructed by the EMPLOYER, or as provided for in Section 12.3, and shall not stop until his/her truck is through working, including fueling and the checking of oil if requested by the EMPLOYER.

Sec. 8.7 All Employees shall be compensated weekly and no more than five (5) days of earnings shall be withheld. The Employee's paycheck shall be ready for him/her no later than quitting time on the designated payday.

Sec. 8.8 The EMPLOYER shall list on each Employee's payroll check-stub the amount of straight-time hours and the amount of overtime hours, as well as all deductions from the Employee paycheck.

Sec. 8.9 An Employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive their regular pay at the applicable hourly rate for the balance of his/her regular straight-time shift on that day. An Employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Employer's Doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for the straight-time hours lost from work.

Sec. 8.10 **Delinquent Payments:** Whenever the UNION in its sole discretion determines that the EMPLOYER is delinquent in making payment of unpaid wages, union dues, related initiation and/or re-initiation fees and assessment fees deducted via check-off and payments to the Health and Welfare Fund, Pension Trust Fund and/or Industry and Scholarship Funds, as required pursuant to this Agreement or the rules and regulations of the respective Funds, then the UNION may strike the EMPLOYER to enforce said payments. This provision shall not be subject to and is specifically excluded from the grievance procedure herein contained within this Agreement.

The EMPLOYER shall be responsible for any losses of any Health and Welfare Fund, Pension Trust Fund and/or Industry and Scholarship Fund benefits resulting thereby and reimbursement for all wages lost because of any action taken by the UNION.

ARTICLE IX – HEALTH AND WELFARE FUND

Section 9.1(a) The EMPLOYER shall pay and remit to the HEALTH AND WELFARE FUND, EXCAVATING, GRADING AND ASPHALT CRAFT, LOCAL UNION NO. 731, I.B. OF T. (hereinafter referred to as the "Health and Welfare Fund"), located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, Illinois 60527, the sum of Twelve Dollars and Eighty Cents (\$12.80) per hour worked effective June 1, 2023, for each hour worked by an Employee covered by this Agreement.

There shall be additional increases in Wages and/or Fringe Benefits (Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Funds) according to the following allocation schedule. Allocation of these amounts between wages and/or Fringe Benefit Funds and/or Industry and Scholarship Funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of said increase.

- Effective June 1, 2023.....\$2.90 per hour
- Effective June 1, 2024.....\$2.50 TBD
- Effective June 1, 2025.....\$2.50 TBD
- Effective June 1, 2026.....\$2.50 TBD

Sec. 9.1(b) **Penalty for Failure to Pay Health and Welfare Fund Contributions:**

The EMPLOYER recognizes the necessity of making prompt Health and Welfare contributions, due to the fact that Employees' benefit standing will be placed in jeopardy if contributions are not timely made, and the concern of the UNION that all eligible Employees are covered by such contributions.

Whenever the EMPLOYER is delinquent in submitting proper payments to the Health and Welfare Fund, the UNION may strike the EMPLOYER to enforce said Employer contribution payments.

This provision shall not be subject to and is specifically excluded from Article VI. Additionally, in the event the EMPLOYER has been found to be delinquent, the EMPLOYER shall be required to pay in addition to the actual delinquency, fifteen percent (15%) of the delinquent amount as liquidated damages in addition to accountant fees, attorney fees, court costs and any other associated fees regarding the cost of collection.

Sec. 9.1(c) **Wage and Fringe Benefit Bond:** Any EMPLOYER who is found to be in violation of the wage or benefit contribution rates as provided by the Agreement shall deposit with the Office of the Union or Trust, as applicable, a Wage and Fringe Benefit Bond to guarantee the payment of such wage and benefit contributions. The amount of said Bond shall be One-Hundred Thousand Dollars (\$100,000.00). Determination of the delinquency shall be made by the Trustees of the applicable Trust Fund and in the case of wages by the Office of the Union.

Sec. 9.1(d) **Delinquent Payments:** Whenever the UNION in its sole discretion determines that the EMPLOYER is delinquent in making payment of unpaid wages, union dues, related initiation and/or re-initiation fees and assessment fees deducted via check-off and payments to the Health and Welfare Fund, Pension Trust Fund and/or Industry and Scholarship Funds, as required pursuant to this Agreement or the rules and regulations of the respective Funds, then the UNION may strike the EMPLOYER to enforce said payments.

This provision shall not be subject to and is specifically excluded from the grievance procedure contained within this Agreement. The EMPLOYER shall be responsible for any losses of any Health and Welfare Fund, Pension Trust Fund and/or Industry and Scholarship Fund benefits resulting thereby and reimbursement for all wages lost because of any action taken by the UNION.

Sec. 9.1(e) Each Employer participating in the Local Union sponsored Health and Welfare Fund must be legally incorporated.

ARTICLE X – PENSION FUND

Section 10.1(a) The EMPLOYER shall pay and remit to the Local Union No. 731 Excavators and Pavers Pension Fund (hereinafter referred to as the "Pension Fund"), located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, Illinois 60527, the sum of Fifteen Dollars and Seventy-Four Cents (\$15.74) per hour worked effective June 1, 2023, for each hour worked by an Employee covered by this Agreement.

There shall be additional increases in Wages and/or Fringe Benefits (Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Funds) according to the following allocation schedule. Allocation of these amounts between wages and/or Fringe Benefit Funds and/or Industry and Scholarship Funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of said increase.

- **Effective June 1, 2023.....\$2.90 per hour**
- **Effective June 1, 2024.....\$2.50 TBD**
- **Effective June 1, 2025.....\$2.50 TBD**
- **Effective June 1, 2026.....\$2.50 TBD**

Sec. 10.1(b) The EMPLOYER shall also submit a Remittance Report in a form to be furnished by the Administrator of the Health and Welfare and Pension Funds indicating the full name of each Employee employed during the period for which the report is made.

The Remittance Form and required contributions shall be submitted each month to the Administrator of each Fund no later than the twentieth (20th) day of the month following the month for which contributions are due.

Sec. 10.1(c) The EMPLOYER agrees that it is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof; the EMPLOYER hereby designates as its Representatives on the Board of Trustees of said Funds such Trustees as are named in said Agreements and Declarations of Trust, as Employer Trustees, together with their successors selected in the manner provided in said Agreements and Declarations of Trust, as they may be amended from time to time and further agrees to be bound by all action taken by said Employer Trustees regarding and pursuant to the said Agreements and Declarations of Trust as amended from time to time.

Sec. 10.1(d) This provision shall not be subject to and is specifically excluded from Article VI of this Agreement. Additionally, in the event the EMPLOYER has been found to be delinquent, the EMPLOYER shall be required to pay in addition to the actual delinquency, fifteen percent (15%) of the delinquent amount as liquidated damages in addition to accountant fees, attorney fees, court costs and any other associated fees regarding the cost of collection.

Sec. 10.1(e) **Wage and Fringe Benefit Bond:** Any Employer who is found to be in violation of the wage or benefit contribution rates as provided by the Agreement shall deposit with the Office of the Union or Trust, as applicable, a Wage and Fringe Benefit Bond to guarantee the payment of such wage and benefit contributions. The amount of said Bond shall be One Hundred Thousand Dollars (\$100,000.00). Determination of the delinquency shall be made by the Trustees of the applicable Trust Fund and in the case of wages by the Office of the Union.

Sec. 10.1(f) **Delinquent Payments:** Whenever the UNION in its sole discretion determines that the EMPLOYER is delinquent in making payment of unpaid wages, union dues, related initiation and/or re-initiation fees and assessment fees deducted via check-off and payments to the Health and Welfare Fund, Pension Trust Fund and/or Industry and Scholarship Funds, as required pursuant to this Agreement or the rules and regulations of the respective funds, then the UNION may strike the EMPLOYER to enforce said payments. This provision shall not be subject to and is specifically excluded from the grievance procedure herein contained within this Agreement. The EMPLOYER shall be responsible for any losses of any Health and Welfare Fund, Pension Trust Fund and/or Industry and Scholarship Fund benefits resulting thereby and reimbursement for all wages lost because of any action taken by the UNION.

Sec. 10.1(g) Each Employer participating in the IBT Local Union No. 731 sponsored Pension Fund must be legally incorporated.

ARTICLE XI – CHECK-OFF

Section 11.1 Upon receipt of a written authorization from the Employee on a form provided by the UNION, the EMPLOYER agrees to deduct initiation fees, re-initiation fees, monthly union dues, assessment fees and delinquent union dues from the pay of each such Employee in the amount and manner prescribed by the UNION in accordance with its Constitution and By-Laws, and shall remit same to the UNION within ten (10) working days of its collection. Should the EMPLOYER fail to timely remit Union initiation fees, re-initiation fees, monthly union dues, assessment fees and delinquent union dues as required pursuant to this Agreement, it shall be assessed an additional ten-percent (10%) liquidated damages and shall also be liable for and pay the costs of collection, including reasonable audit expenses and reasonable attorney fees and costs. The UNION may file suit, or remove Employees that it represents, or both, for non-remittance of dues and fees by an EMPLOYER. Whenever the UNION in its sole discretion determines that the EMPLOYER is delinquent in submitting payment of deducted union dues, related initiation and/or re-initiation fees deducted in accordance with this check-off provision to the Office of the Union as required pursuant to this Agreement, the UNION may strike the EMPLOYER to enforce said payments.

Sec. 11.2 The UNION shall indemnify, defend, and save the EMPLOYER harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken, or not taken by the EMPLOYER for the purpose of complying with any provisions of this Article.

ARTICLE XII – WORKING HOURS AND OVERTIME

Section 12.1 Eight (8) continuous hours (not including meal period referred to in Article 12.6) shall constitute a workday. Forty (40) straight-time hours, Monday through Friday, shall constitute a workweek, without regard to the weekly pay period as established by the EMPLOYER.

Sec. 12.2 Time and one-half (1½) shall be paid for all time worked over eight (8) hours in any one (1) day, and over forty (40) hours in any one week, Monday through Friday. Effective upon execution of this Agreement, all work performed on any Saturday shall be paid at the applicable overtime rate of time and one-half (1½) for all hours worked.

Sec. 12.3 The EMPLOYER not notifying the Employee at least one (1) hour prior to reporting time that there will be no work that day, shall compensate him/her for two (2) hours of pay for reporting. If requested by the EMPLOYER, the Employee must stay on the job to qualify for the two (2) hours of pay. All reporting time shall be paid at the applicable straight-time hourly rate for that day. The EMPLOYER may establish a call-off system to provide notice to Employees that no work is available.

Every reasonable effort shall be made to provide an Employee with his/her start time the evening before their next scheduled work shift.

Sec. 12.4 Employees starting work after 12:00 P.M. noon, shall be paid a One Dollar (\$1.00) per hour shift premium differential, in addition to their straight time hourly rate of pay, for all work performed on a second shift and Employees starting work between 9:00 P.M. and 6:00 A.M. shall receive One Dollar and Seventy-Five Cent (\$1.75) night shift premium per hour in addition to their straight-time hourly rate for the third shift. All hours continuously worked shall be deemed part of the same workday that commenced with the first hour worked, regardless if the work extends into the next calendar day. All hours in each workday after the eighth (8th) hour shall be paid at time and one-half (1½), except that all hours worked on any Sunday shall be paid at the applicable double time rate of pay.

Sec. 12.5 If an Employee is ordered to start work by his/her EMPLOYER, Monday through Friday; he/she shall receive not less than eight (8) hours of continuous straight-time pay. If he/she starts work on Saturday, Sunday and Holidays, he/she shall not receive less than four (4) hours pay at their applicable hourly rate of pay.

Sec. 12.6 **Sunday Work:** All work performed on any Sunday shall be paid at the applicable double time rate of pay pursuant to Article VIII.

Sec. 12.6(a) **Meal Period:** Each work shift shall include an unpaid one-half (½) hour meal period.

Sec. 12.6(b) Any Employee required to work through their meal period, and does work through their meal period, shall be paid the overtime rate of time and one-half (1½) for such time worked.

Sec. 12.6(c) The one-half (½) hour unpaid meal period shall commence between the fourth (4th) and end of the sixth (6th) hour on all work shifts.

Sec. 12.6(d) All Employees who work through their meal period shall be guaranteed not less than eight and one-half (8½) hours of continuous work paid in accordance with this Agreement.

Sec. 12.7 **Safety Meetings:** Employees required to attend safety review meetings not scheduled as part of a regular work day shall be compensated at their applicable hourly rate of pay for their time attending such meetings.

ARTICLE XIII – GENERAL CONDITIONS

Section 13.1(a) **Seniority:** Seniority as the term is used herein, means length of continuous service of any regular Employee from the date of first employment by the EMPLOYER as hereinafter provided.

Sec. 13.1(b) New Employees shall be regarded as probationary Employees until they have acquired seniority rights. Probationary Employees shall attain seniority rights when they have been actually at work in the employ of the EMPLOYER for a total of thirty (30) worked days or sixty (60) calendar days, whichever comes first. There shall be no responsibility for the re-employment of probationary Employees if they are laid-off or discharged prior to attaining seniority rights.

After thirty (30) worked days, or sixty (60) calendar days, whichever comes first, of employment as above defined, the names of such Employees shall be placed on the seniority list as provided within this Article with a service credit of thirty (30) days, reverting back to the first day of hire.

Sec. 13.1(c) At the request of the UNION, the EMPLOYER shall prepare and deliver to the UNION, a list of Employees who have obtained and are enrolled on the company seniority list. Said list shall contain the full names of such Employees and their dates of hire. The EMPLOYER shall post quarterly on the Employee bulletin board in a conspicuous place, a master company or individual location seniority list (as may be appropriate), an up-to-date seniority list of all Employees covered by this Agreement. Said lists must be drafted in accordance with this Article.

Sec. 13.1(d) Any Employee covered by this Agreement who accepts a promotion to a salaried position with the EMPLOYER shall retain all previously accumulated seniority for a period of only nine (9) consecutive months.

Sec. 13.1(e) In case of layoff due to lack of work, Employees shall be laid off in reverse order of seniority, provided the senior Employee is qualified to replace the laid-off Employee.

Sec. 13.1(f) The recall procedure shall be conducted in the reverse order of the layoff procedure. When work increases, Employees laid off shall be notified to report to work in order of seniority.

Sec. 13.1(g) Failure by an Employee to return to work within five (5) consecutive working days after notice or attempted notice, via telephone or certified mail to the Employee's last known telephone number or address, with a copy being sent to the Local Union Office, shall result in loss of seniority rights. The Local Union Office shall be notified of the attempted call back by the EMPLOYER the same day as the Employee. The five (5) consecutive days do not begin to run until the UNION has been notified by the EMPLOYER. The UNION may furnish Temporary Drivers, if required to do so, until the laid-off Employee returns to work.

Sec. 13.1(h) If there are any breakdowns or shutdowns during the day, an Employee whose vehicle is broken down or whose operations are shut-down shall go home for the completion of the workday and shall be paid as provided in Article XII; however, the EMPLOYER may assign him/her to perform other duties at his/her prevailing wage rate for that day. When a vehicle shall be out of service for more than that day, seniority shall prevail on the following day.

Sec. 13.1(i) Seniority shall be broken by discharge, voluntary quit, failure to report after five (5) working days as outlined in Section 13.1(g), or by lay-off for twelve (12) consecutive months.

Sec. 13.1(j) Where the same EMPLOYER has more than one job in progress, working out of different garages or parking sites and at the starting time of the job, due to weather or other conditions beyond the Employer's control, the job is not able to work and no decision can be made as to when the job can go, such layoffs shall not exceed more than two (2) working days.

After the expiration of two (2) days the Employee, according to his/her Company seniority, shall be entitled to transfer to another parking site of the EMPLOYER if there are Employees of less seniority working for the EMPLOYER out of another site. When an Employee requests a transfer to another job site, such Employee shall stay at said job site until its completion or until the Employee is laid-off.

Sec. 13.1(k) Notwithstanding the foregoing, the EMPLOYER may permit a transfer immediately upon the layoff without exhausting the two (2) working days.

Sec. 13.1(l) All Employees domiciled at the same location will be assigned to work according to their seniority, provided they are qualified. This shall not affect the daily starting time assignments.

Sec. 13.2 When hauling blacktop or similar material, Drivers shall be provided with a platform to stand on to roll their tarps at the plant.

Sec. 13.3 If the Employee is directed to take a truck to a job-site or a garage and leave it at same, he/she shall be compensated until he/she returns to his/her original starting location.

Sec. 13.4 When an Employee works or is assigned to a particular classification of work throughout the workweek, they shall have first consideration regarding Saturday/Sunday premium time work for that classification based upon seniority within that classification.

Sec. 13.5 **Mechanics:** Shift seniority regarding Mechanics only shall prevail on selection of work shifts in the truck shop providing the Mechanics have equal qualifications.

ARTICLE XIV – LABOR WORK

Section 14.1 Chauffeurs are exempt from all labor work except when necessary to clean their truck body or to maintain the safety of their vehicles in the event of an emergency or breakdown. Chauffeurs shall operate one (1) vehicle only, unless said vehicle is replaced with another. Chauffeurs shall maintain their trucks at the job-site for loading until quitting time.

Sec. 14.2 **Supply and Service Truck Drivers:** Supply and Service Truck Drivers shall load and unload their vehicles, except where doing so will infringe on the work of other trades or where the equipment or material to be loaded or unloaded is unreasonably heavy and assistance is needed, same shall be supplied.

Sec. 14.3 The EMPLOYER shall equip all trucks and tractors with workable heaters and defrosters and if equipped with air conditioning, same shall be maintained and be in working order.

ARTICLE XV – NON-DISCRIMINATION

Section 15.1(a) The EMPLOYER and the UNION agree they will not discriminate against any individual with respect to their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual preference, national origin, or age (to the extent prohibited by law), nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of their race, color, religion, sex, sexual preference, national origin, or age (to the extent prohibited by law).

Sec. 15.1(b) Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the feminine gender.

ARTICLE XVI – EMPLOYMENT TERMINATION

Sec. 16.1 **Discharge or Suspension:** The EMPLOYER shall not discharge or suspend any Employee without just cause.

Sec. 16.2(a) The EMPLOYER shall not discharge any Employee because of race, creed, national origin, sex, or age; nor because the Employee has demanded the wages, overtime or other benefits to which this Agreement entitles them.

Section 16.2(b) Employees shall not be discharged for any Union activity.

ARTICLE XVII – HOLIDAYS

Section 17.1(a) Effective June 1, 2019, qualified Employees covered by this Agreement shall receive eight (8) hours straight-time pay as holiday pay (without working) for the following holidays:

- New Year's Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

To qualify for holiday pay, an Employee must fulfill all of the following requirements:

- A. Earned a vacation the previous year or have worked thirty-one (31) days in the current year before the holiday, or have seniority as stated in Article XIII; and
- B. Worked the scheduled workday before and the scheduled workday after the holiday; and
- C. Worked one (1) day within the holiday week.

Sec. 17.1(b) If any of the abovementioned holidays in Section 17.1(a) is worked, double time shall be paid for all hours worked in addition to the holiday pay itself. If a paid holiday falls within an Employee's vacation period, he/she shall receive his/her vacation pay plus eight (8) hours' pay at straight-time for the holiday or, by agreement with EMPLOYER prior to taking his/her vacation, an extra day's vacation with pay in lieu of the holiday pay. If any of the above listed holidays falls on a Saturday, it shall nevertheless be a paid holiday pursuant to this Article.

Sec. 17.1(c) **Labor Day:** Positively no work is to be performed on Labor Day, except in cases of an emergency and then only upon mutual agreement between the EMPLOYER and the UNION.

ARTICLE XVIII – VACATIONS AND LEAVES OF ABSENCE

Sec. 18.1 **Leaves of Absence:** Leaves of absence shall be granted to Employees by mutual agreement between the EMPLOYER, the Local Union and the Employee. Such leave, when granted, shall be in writing, with the EMPLOYER and the Employee each signing three (3) copies, one of which shall be retained by the UNION.

ARTICLE XIX – OWNERS/DRIVERS

Section 19.1 The UNION has established a Policy whereby it will enter into a collective bargaining agreement with an Owner/Operator only under the following circumstances:

- A) The Owner/Driver's company must be incorporated; and
- B) The Owner/Driver agrees to make all fringe benefit contributions specified within this Agreement.
- C) The Owner/Driver shall provide proof of vehicle ownership and must supply the UNION with a current copy of the license, title and registration of the vehicle.

Sec. 19.2 Each EMPLOYER will identify each and every such Owner/Driver to the UNION regardless of whether or not the vehicle is licensed in the name of the Driver or the Lessee.

Sec. 19.3 Owner/Drivers operating their own vehicle are covered within the terms and conditions of this Agreement as to hours, wages, overtime, supplemental allowances, working conditions, and other provisions to the extent permitted by law. Such Owner/Driver shall receive the full wages, supplemental allowances, and all working conditions provided in this Agreement and shall receive, as a minimum salary after payment of all direct and indirect operating expenses, a sum equal to the wage and benefit amounts he/she would have received for the equivalent time worked on that date as an hourly rated Driver. Separate checks for wages and equipment shall be issued by the Contractor to such Owner/Drivers and the Contractor shall maintain proper books and records for inspection by the UNION to determine the Contractor's compliance with the provisions of this Agreement including all specific provisions contained within this Article. The books and records (including payroll records, time cards, Owner/Driver operating expenses, etc.) shall be produced at the Union headquarters upon reasonable notice. If the EMPLOYER or prime contractor does not provide satisfactory evidence that an Owner/Driver is compensated pursuant to this Article, the Contractor shall upon two (2) working days' notice, discontinue use of such Owner/Driver.

Sec. 19.4 Detailed statements shall be furnished by the Contractor to such Owner/Drivers at least once a month, designating all such Owner/Drivers income and expenses for the month. Any money due at this time must be paid.

Sec. 19.5 The EMPLOYER reserves the right to control the manner, means and details of and by which such Owner/Driver performs his/her services, as well as the ends to be accomplished.

Sec. 19.6 Such Owner/Driver shall have complete freedom to purchase fuel, oil, grease, tires, tubes, etc., including repair work, at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

Sec. 19.7 The EMPLOYER agrees not to enter into any agreement or contract with such Owner/Driver, either individually or collectively, which in any way conflicts with any of the terms or provisions of this Article. Any such agreement shall be deemed null and void.

Sec. 19.8 In no event shall such Owner/Drivers wages be paid on a percentage basis.

Sec. 19.9 The EMPLOYER shall deduct from the Owner/Drivers' pay and shall remit to the appropriate fringe benefit funds, the amounts designated for coverage under Articles IX and X of this Agreement.

ARTICLE XX – MECHANIC'S TOOLS

Section 20.1 If a Mechanic's tools are lost or stolen due to fire or burglary on the Employer's premises or job site, the EMPLOYER shall replace the tools at no cost to the Mechanic. The Mechanic shall be paid in accordance with the inventory list that is on file with the EMPLOYER prior to the loss. The Employee shall update the inventory list annually.

If the Employee fails to provide EMPLOYER with said inventory list, the EMPLOYER shall not be liable for said tools.

The maximum benefit payable due to theft or fire shall be twenty-five thousand dollars (\$25,000) plus the replacement cost of the tool box(s) provided the inventory provision of this Article is complied with.

Sec. 20.2 The EMPLOYER shall furnish for use by the Mechanic the necessary sockets over one-half (½) inch drive at no cost to the Mechanic.

Sec. 20.3 There shall be at least two (2) Employees on duty in the shop at all times during the night shift.

ARTICLE XXI – JOB ACCESS AND UNION STEWARDS

Section 21.1 The Business Representative of the UNION shall have the privilege to visit the Employer's place of business and any job-site to enforce the provisions of this Agreement.

Sec. 21.2(a) The EMPLOYER recognizes the right of the UNION to designate Job Stewards. If requested by the Local Union, the Steward shall have preference for overtime, Saturday, Sunday and Holiday work and shall be the last covered Employee laid off at the conclusion of a project, provided he/she is qualified to perform the work. The authority of Job Stewards so designated by the UNION shall be limited to, and shall not exceed the following duties and activities:

(i) The investigation and presentation of grievances with his/her EMPLOYER or the designated Employer Representative in accordance with the provisions of this collective bargaining agreement.

(ii) 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 written form; or,

B) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdown, refusal to handle goods or any other interference with the Employer's business.

Sec. 21.2(b) Job Stewards have no authority to take strike action or any other action interrupting the Employer's business.

Sec. 21.2(c) The EMPLOYER recognizes these limitations upon the authority of Job Stewards and shall not hold the UNION liable for any unauthorized act by the Job Stewards. The EMPLOYER, in so recognizing such limitations, shall have the authority to impose discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement and any action taken by the EMPLOYER shall not be subject to the grievance and arbitration procedures contained within this Agreement.

Sec. 21.3 A Job Steward shall be a competent working Teamster.

Sec. 21.4 A Steward shall not leave the job during working hours unless authorized by the EMPLOYER.

ARTICLE XXII – PROTECTION OF RIGHTS

Section 22.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Union party to this Agreement, and including lawful primary picket lines at the Employer's places of business or job-sites. In the application of this Article it is immaterial if the labor dispute or picketing is illegal if the labor dispute or picketing is not primary.

Sec. 22.2 This Article in its entirety is hereby excluded from the application of the grievance provision herein contained within this Agreement.

ARTICLE XXIII – SEPARATE AGREEMENTS

Section 23.1 It is hereby agreed that the EMPLOYER or the Employee and the UNION shall not be asked to make any written or verbal agreement which may conflict or be contrary with this Agreement.

Sec. 23.2 **No Double-Breasting:** In order to protect and preserve work for the Employees covered by this Agreement, it is agreed the terms of this agreement shall apply to any joint venture or separate construction business entity primarily engaged in the construction industry and owned or controlled by the EMPLOYER, which performs construction work of the type covered by this Agreement within the geographic jurisdiction of this Agreement.

ARTICLE XXIV – COMPLIANCE WITH SAFETY AND TRAFFIC LAWS

Section 24.1 Under no circumstances shall an Employee be required or assigned to engage in any activity involving dangerous conditions or work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Sec. 24.2 **Traffic Violations:** No Employee shall be responsible for the purchase of display or City or State License tags or plates. Overloading of trucks shall be the responsibility of the EMPLOYER. If any Employee is arrested or is issued a summon because of faulty equipment, failure to display tags or licenses, overloading or overweight, he/she shall not be required to surrender his/her chauffeur's license in lieu of bond, and if he/she is thereby to appear in court on behalf of his/her EMPLOYER, he/she shall be reimbursed for his/her lost time at his/her regular straight-time hourly rate of pay, unless it is due to the Employee's own negligence.

Sec. 24.3 **Equipment Report:** Employees shall immediately, or at the end of their shift, report any defects in equipment. Such reports shall be made on a suitable form furnished by the EMPLOYER and shall be produced in multiple copies, with one (1) copy to be retained by the Employee.

The EMPLOYER shall not ask or require any Employee to utilize equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been properly repaired.

ARTICLE XXV – ECONOMIC LOSS

Section 25.1(a) Nothing in this Agreement shall be construed either directly or indirectly to permit the lowering of any wage or condition which at the time of the signing of this Agreement was paid, provided or was the benefit of an Employee. It is also hereby understood that the standards set forth in this Agreement are minimum standards.

Sec. 25.1(b) In addition to the requirements, all Employees irrespective of their wage level shall receive the newly negotiated increases in wages or benefits reflected in this Agreement.

Sec. 25.1(c) Employees covered by this Agreement receiving higher wages or more attractive working conditions than those provided for in this Agreement shall suffer no reduction by virtue of this Agreement, and shall receive the newly negotiated increases in wages or benefits reflected in this Agreement.

ARTICLE XXVI – INSPECTION PRIVILEGES

Section 26.1 Authorized Representatives of the UNION shall have complete access to the Employer's establishment and work sites at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement, which shall include the right to inspect and audit payroll records, time cards and relative documents and files as they may relate to a particular grievance or grievances alleging non-payment or improper payment of wages, Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Fund contributions. Such records shall be produced at a place mutually agreed upon by the parties.

Sec. 26.2 The EMPLOYER shall keep a permanent daily payroll record of all Employees and of hours worked by Employees employed on a time basis indicating the starting and quitting time.

Notwithstanding the limitations of Section 26.1 above, such records effective June 1, 2019, shall be preserved for a period of not less than four (4) years and shall be subject to complete examination by the UNION, but the EMPLOYER or its designated Representative shall have the right to be present during said examination.

ARTICLE XXVII – BULLETIN BOARD ACCESS

Section 27.1 The EMPLOYER shall provide viewable space on an Employer bulletin board for utilization of the UNION for posting notices pursuant the following categories:

1. Union Meetings;
2. Union Appointments;
3. Union Elections;
4. Results of Union Elections;
5. International Union Correspondence and Required Postings.

Notices to be posted shall be signed by a Union Official. Any notices other than those specifically enumerated above shall be submitted to management for approval prior to posting. The bulletin board shall not be utilized by the UNION or its members for disseminating proposals, political materials, inflammatory materials or materials derogatory to the EMPLOYER.

ARTICLE XXVIII – CHICAGO TEAMSTERS CONSTRUCTION LABOR/MANAGEMENT COOPERATION COMMITTEE

Section 28.1 Effective July 1, 2000, and most recently amended on October 14, 2011 a jointly Trusteed Labor/Management Cooperation Committee was established pursuant to the provisions of Section 302(c) (9) of the Labor Management Relations Act. The Committee was known, as the “Teamsters Local 731 Industry Advancement Task Force” which undertook such actions as were appropriate in accordance with Section 302(c) (9). Effective October 14, 2011, the Trustees modified and adopted the following Committee title “Chicago Teamsters Construction Labor/Management Cooperation Committee Task Force”. Effective June 1, 2023, the Task Force shall be funded by the EMPLOYER contributing Two Dollars and Eighty Cents (\$2.80) per hour worked, for each hour worked by an Employee covered by this Agreement.

There shall be additional increases in Wages and/or Fringe Benefits (Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Funds) according to the following allocation schedule. Allocation of these amounts between wages and/or Fringe Benefit Funds and/or Industry and Scholarship Funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of said increase.

- **Effective June 1, 2023\$2.90 per hour**
- **Effective June 1, 2024\$2.50 TBD per hour**
- **Effective June 1, 2025\$2.50 TBD per hour**
- **Effective June 1, 2026\$2.50 TBD per hour**

ARTICLE XXIX – MILITARY LEAVE OF ABSENCE

Section 29.1 An Employee selected, drafted or who volunteers for military service on behalf of the United States of America, or for any Governmental Agency directly connected with the defense of the United States (or its allies) shall be granted a military leave of absence with accumulated seniority for the duration of such service and at the termination thereof shall be reinstated on the seniority list in his/her proper work classification and seniority slot.

ARTICLE XXX – TEAMSTERS/EMPLOYERS TRAINING FUND

Section 30.1 **Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund:** The parties hereby acknowledge that the Illinois Teamsters Joint Council No. 25/Employers Apprenticeship and Training Fund (hereinafter referred to as the “Training Fund”) has been established for the purpose of providing Apprenticeship and Training opportunities to individuals engaged in work in the various Teamster represented crafts, industries and trades. The EMPLOYER hereby agrees that it is bound by the Trust Agreement creating the Training Fund, including all prior and subsequent amendments

thereto, as if it had signed the original copy of said Trust Agreement. The EMPLOYER hereby designates as its Representatives on the Board of Trustees such Employer Trustees as have been appointed in the manner provided for in the Trust Agreement, together with their successors. The EMPLOYER further agrees to be bound by all actions taken by the Trustees in the administration of the Trust.

The EMPLOYER shall contribute and remit to the Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund the sum of Fifty Cents (\$0.50) per hour for all hours worked on behalf of each Employee covered by this Agreement. Said obligation shall remain in effect and intact throughout the duration of this Agreement.

The Employer shall remit such contributions on a monthly basis along with a completed Contribution Report on a form approved by the Fund Trustees. Contributions due for the current month must be received no later than the twentieth (20th) day of the following month. Contributions received after such date shall be deemed as delinquent. An EMPLOYER who fails to meet said Fund obligation or submits delinquent contributions is subject to payment of liquidated damages, interest, attorney costs and auditor fees in accordance with the Policies established by the Fund Trustees.

The Trustees of the Training Fund have the authority to audit the books and records of a participating Employer through their authorized Representative, either randomly or whenever such examination is deemed necessary, pursuant to the Policies established by the Trustees.

The EMPLOYER agrees to make available to the Authorized Representative of the Trustees, payroll records, tax records, time records and such other records as the Trustees deem necessary to verify that the contributions required pursuant to this Article have been paid correctly and in full.

In the event that the audit discloses that, during the period of the audit, the EMPLOYER underpaid its contributions to the Training Fund, the EMPLOYER shall be liable for the costs of the audit, as well as liquidated damages and interest in accordance with the Policies established by the Board of Trustees.

There shall be additional increases in Wages and/or Fringe Benefits (Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Funds) according to the following allocation schedule. Allocation of these amounts between wages and/or Fringe Benefit Funds and/or Industry and Scholarship Funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of said increase.

- Effective June 1, 2023.....\$2.90 per hour
- Effective June 1, 2024.....\$2.50 TBD
- Effective June 1, 2025.....\$2.50 TBD
- Effective June 1, 2026.....\$2.50 TBD

ARTICLE XXXI – SALES AND TRANSFERS SCOPE OF OBLIGATION

Section 31.1 This Agreement shall be binding upon the parties hereto, respective successors, administrators, executors, assigns and legal representatives; in the event the Employer's business or operation or party thereof, is sold, leased, transferred or taken over by any means whatsoever, including but not limited to sale, transfer, lease, succession, merger, consolidation, assignment, receivership, bankruptcy proceedings, or operation of law, or taken or absorbed by a parent company or a subsidiary company or subsidiary corporation, such business or operation shall continue to be subject to and covered by the terms and conditions of this Agreement for the life thereof. The EMPLOYER shall not use any leasing device to evade this Agreement. Nothing in this Agreement shall limit or restrict the right of an Employer to cease its business or operations.

Sec. 31.2(a) In the event an Employer buys out the business or operations of another EMPLOYER and operates it as a separate legal entity, then the seniority of the Employees shall continue on the same basis as it existed prior to the occurrence of said buy out.

Sec. 31.2(b) In the event an Employer buys out another Employer covered by this Agreement and merges operations of the bought-out Employer into his/her own, the seniority of the Employees shall be established as follows:

(i) In the event the acquiring Employer has bought out or merged with another solvent Employer who is covered by this Agreement, the seniority of the Employees of both employers shall be merged/dovetailed within their seniority units in accordance with their dates of hire with their respective employers, to the extent of the acquiring Employer's need as to qualifications and number of Employees.

(ii) In the event the bought-out Employer is insolvent, the Employees of such Employer who are retained shall be placed at the bottom (end-tailed) of the seniority list as a group listed in accordance with their previous seniority standing. The acquiring Employer need retain such Employees of the bought-out Employer only to the extent of its need as to qualifications and number.

ARTICLE XXXII – CONFORMITY TO LAW – SAVING CLAUSE

Section 32.1 If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

Sec. 32.2 If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Sec. 32.3 If any provision of this Agreement or the application of such provisions to any person or circumstances shall at any time be contrary to law, then the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to Section 32.1 above.

Should the parties bargain to impasse over the substitute provision, either or both may impose economic sanctions in support of their position and neither the grievance and arbitration provisions of this Agreement nor the no strike/no lockout provision shall be applicable.

ARTICLE XXXIII – UNIFORMS

Section 33.1 Employers who require their Employees to wear uniforms must furnish same without cost to the Employee. The EMPLOYER shall further launder and maintain all such furnished uniforms at no cost to the Employees.

ARTICLE XXXIV – UNIFORM DRUG/ALCOHOL ABUSE POLICIES

Section 34.1 The UNION recognizes that the employers of Teamsters are required to meet and observe the regulations established by more than one governmental agency.

Sec. 34.2(a) It is hereby agreed that the EMPLOYER shall adopt the Construction Industry Service Corporation ("CISCO") "Uniform Drug/Alcohol Abuse Program". State and Federal Drug Free Workplace Acts, or other policies required to meet the regulations established by the Federal Department of Transportation or the Illinois Department of Transportation, shall not conflict with the terms and conditions of the Teamsters Local Union No. 731 Construction Agreement.

Sec. 34.2(b) It is further understood that policies adopted by the EMPLOYER that are in excess of governmental regulations shall be subject to the Grievance Procedure established in Article VI of this Agreement.

Sec. 34.3 All Employees shall be compensated for any and all time spent while complying with the Drug and/or Alcohol testing procedures as established within this Agreement. Said time shall be paid at the Employee's applicable hourly wage rate.

ARTICLE XXXV – D.R.I.V.E. AUTHORIZATION AND DEDUCTION

Section 35.1 Upon receipt of a written authorization from the Employee, the EMPLOYER agrees to deduct from the Employee's paycheck voluntary contributions to D.R.I.V.E. D.R.I.V.E. National Headquarters shall notify the EMPLOYER of the amounts designated by each Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The EMPLOYER shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each Employee on whose behalf a deduction was made, the Employee's Social Security Number, and the amount deducted from the Employee's paycheck.

Sec. 35.2 Any official of the International or Local Union shall be permitted reasonable access to the Employer's premises for the purpose of discussing D.R.I.V.E. participation, with Employees, on the premises provided such access shall not interfere with the conduct of the Employer's business. Such access must be scheduled in advance with the Employer.

Sec. 35.3 The UNION agrees to indemnify the EMPLOYER and to hold the EMPLOYER harmless from and against any claims made against the EMPLOYER resulting from its compliance with or obligations pursuant to the paragraph above, including but not limited to reimbursement for monies deducted in accordance with the paragraph above which are disputed by an Employee. The UNION, D.R.I.V.E. and the EMPLOYER further agree that all disputed deductions are to be resolved among the UNION, D.R.I.V.E. and the Employees themselves without the involvement of the EMPLOYER.

ARTICLE XXXVI – TECHNOLOGY MODIFICATIONS

Section 36.1 The EMPLOYER shall assign to the Teamsters any technological change, advancement, process, procedure, introduction of any new method or machinery that replaces, modifies or eliminates work that has traditionally been performed by Teamster members.

ARTICLE XXXVII – LOCAL UNION 731 INDUSTRY SCHOLARSHIP FUND

Section 37.1 **Educational/Scholarship Program:** The EMPLOYER hereby agrees that it shall be bound by and is a party to the Trust Agreement creating the Teamsters Local Union No. 731 Educational/Scholarship Fund and all prior and subsequent Amendments thereto, as if it had signed the original document creating said Trust Agreement, of which said Agreement shall be incorporated herein by reference and made a part thereof. The EMPLOYER agrees to be bound by all action taken by the Employer Trustees pursuant to said Agreement and Declaration of Trust, as amended from time to time.

Sec. 37.2 Effective June 1, 2023, the EMPLOYER shall pay and remit to the Teamsters Local Union No. 731 Educational/Scholarship Fund located at 1000 Burr Ridge Parkway, Suite 301, Burr Ridge, Illinois 60527, the sum of Sixty-Five Cents (\$0.65) per hour for all hours worked on behalf of each bargaining unit member covered by this working Agreement to the Teamsters Local 731 Educational/Scholarship Fund.

Sec. 37.2 There shall be additional increases in Wages and/or Fringe Benefits (Health and Welfare Fund, Pension Fund and/or Industry and Scholarship Funds) according to the following allocation schedule. Allocation of these amounts between wages and/or Fringe Benefit Funds and/or Industry and Scholarship Funds shall be determined by the Local Union Executive Board thirty (30) days prior to the effective date of said increase.

- **Effective June 1, 2023.....\$2.90 per hour**
- **Effective June 1, 2024.....\$2.50 TBD**
- **Effective June 1, 2025.....\$2.50 TBD**
- **Effective June 1, 2026.....\$2.50 TBD**

ARTICLE XXXVIII – CHICAGO AND COOK COUNTY SICK LEAVE ORDINANCES

Section 38.1 The bargaining parties agree to the inclusion of the management proposal in regards to the necessary language relative to the Cook County Sick Leave Ordinance that shall be added to the renewal Collective Bargaining Agreement.

"The parties acknowledge that the Employees covered by this Agreement are engaged in the construction industry as defined by the Chicago and Cook County Sick Leave ordinances and are, therefore, not covered by said ordinances. To the extent any Employee is not engaged in the construction industry as defined by the ordinances, the parties agree that the requirements of said ordinances are waived and that all terms and conditions of employment concerning sick leave are set forth in this Agreement."

Through the collective bargaining process the parties hereby expressly waive the application of all provisions of the One Day in Rest in Seven Act (ODRISA) as it applies to bargaining unit members covered under this collective bargaining agreement to the extent permissible under the Act.

Furthermore, through the collective bargaining process the parties hereby expressly waive the application of all provisions of the Paid Leave for All Workers Act as it applies to bargaining unit members covered under this collective bargaining agreement to the extent permissible under the Act.

ARTICLE XXXIV – DURATION AND TERMINATION

Section 39.1 This Agreement shall become effective on June 1, 2023, and shall remain in full force and effect until and including May 31, 2027. After May 31, 2027, this Agreement shall be renewed automatically for periods of one (1) year, unless either the EMPLOYER or the UNION serves written notice to the other party of a desire to modify, amend or terminate same at least sixty (60) days prior to the expiration of any such period.

The above Agreement is hereby adopted in its entirety this 21st day of September, 2023.

AGREED:

■ FOR THE EMPLOYER:

DUBOIS PAVING COMPANY, INC.
1061 E. MAIN ST., STE. 100
EAST DUNDEE, IL 60118

BY: Robert T. Darrow
Signature

BY: Robert E. Dubois Jr.
Print Name

BY: Sec / HR
Title

■ FOR THE UNION:

EXCAVATING, GRADING, ASPHALT,
PRIVATE SCAVENGERS AND
RECYCLERS, AUTOMOBILE
SALESROOM GARAGE ATTENDANTS,
LINEN AND LAUNDRY AND
MACHINERY, SCRAP IRON, STEEL AND
METAL TRADE CHAUFFEURS,
HANDLERS, HELPERS AND ALLOY
FABRICATORS LOCAL UNION NO. 731,
affiliated with the International Brotherhood
of Teamsters

BY: Patrick J. Darrow
Patrick J. Darrow, Trustee

BY: John J. Lisner
John J. Lisner, Business Representative

BY: Michael Angus
Michael Angus, Business Representative

■ EMPLOYER CONTACT INFORMATION:

Contact Person
Julie Gallo

Area Code and Telephone Number
() 847-634-6089

Facsimile Number
() 847-459-9144

E-Mail Address
info@dubois paving.com

Federal Tax Identification Number
36-3565954