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Title: **Heavy Constructors Association of the Greater Kansas City Area and Building Material, Excavating, Heavy Haulers, Drivers, Warehousemen, and Helpers, International Brotherhood of Teamsters (IBT), Local 541 (2002)**

K#: **8233**

Employer Name: **Heavy Constructors Association of the Greater Kansas City Area**

Location: **Kansas City MO**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **Building Material, Excavating, Heavy Haulers, Drivers, Warehousemen, and Helpers Local 541**

SIC: **1611**

NAICS: **23731**

Sector: **P**

Number of Workers: **2000**

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K 8233
2,000 workers
20 pp.

primarily Hvy/Hwy

SIC 1611
NAICS 23411

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2002 between each of those employers signatory hereto and The Heavy Constructors Association of the Greater Kansas City Area, acting as negotiating agent for and on behalf of those of its members who accept and sign this Agreement, hereinafter referred to as "Employer," and BUILDING MATERIAL, EXCAVATING, HEAVY HAULERS, DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 541, Affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS hereinafter referred to as "Union."

It is agreed and understood that the liabilities of the Employers signing this contract shall be several and not joint.

ARTICLE I

PURPOSE

1. The purpose of this Agreement is to establish the hours, wages, and other conditions of employment, and to adopt measures for the settlement of differences, and to maintain a cooperative relationship so as to prevent interruptions by boycotts, strikes, or lockouts.

2. It is mutually understood that the following terms and conditions relating to the employment of workmen 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.

ARTICLE II

DEFINITION AND SCOPE

1. The jurisdiction of this Agreement shall extend to and include Leavenworth, Wyandotte, Johnson and Miami Counties in Kansas, and Jackson, Clay, Platte, Cass, and Ray Counties in Missouri.

prim HVY/HWY + EXCAV

2. The word "work" when used in this Agreement means all construction, reconstruction, maintenance and utility construction performed in this area, with the exception of: Main line, cross country, oil, gas and gasoline pipelines and building construction. Building construction is hereby defined to include structures, including modifications thereof or additions or repairs thereto intended for use of shelter, protection, comfort, or convenience.

4/1/02 – 3/31/06

3. This Agreement covers the Employer's permanent shops and manual labor on the job site but shall not include professional engineers, engineering or clerical employees, guards, watchmen, timekeepers, superintendents, assistant superintendents, general foremen, foremen, or any supervisors in charge of any class of labor. None of the employees exempted in this paragraph shall be required to be members of any Union.

ARTICLE III

HIRING PROCEDURE AND TRANSFER OF EMPLOYEES

1. The Employers, recognizing that the Unions operate and maintain the only centralized sources of skilled manpower available to the construction industry within the Greater Kansas City Area, agree as follows:

A. The Employer shall notify the Local Union of the location of any job and the approximate starting time. Subject only to the rights of the Employer to employ and transfer men under Section 2 of this Article, the Employer shall not employ workmen, either to start a new job or replace a workman to fill a new position on a job in progress without first calling the appropriate Union office or representative and requesting a referral of applicants for the job or jobs available. The Employer may, however, request workmen by name if such workmen are registered and the Union shall furnish such workmen to the Employer if they are available and if they report they shall be put to work. The Union accepts full responsibility for lawful administration of the hiring hall procedure herein set forth, including the non-discriminatory and lawful referral of employees to the Employers and the Union shall indemnify and save the Employers harmless from any claims, suits, judgments, and administrative hearings, rulings and decisions and from any other form of liability as a result of hiring employees under the provisions of the hiring hall herein set forth. On jobs over $500,000 the Employer shall furnish to the union a list of subcontractors on that job.

B. The Employer shall have the right to accept or reject any job applicant referred by the Union and to select from among applicants those who are, in his estimation, the best qualified, and those reporting after being referred but not put to work shall receive two (2) hours' pay for the job referred to. The Employer shall not request the referral of more men than the number of available jobs. If he does so, those men referred but not employed shall be reimbursed in the amount of two (2) hours' pay for the job they are referred to do.

Any employee desiring to contest any termination of employment by the Employer has the right of appeal in accordance with the grievance procedure set forth in this Agreement.

2. Nothing herein contained shall prevent the transfer of an employee from one job to another within the jurisdiction of this Agreement.

3. In case of reduction of forces, employees who have twelve (12) months of continuous employment with the Employer shall be terminated in reverse order of their employment.

Continuous employment in construction work means continuous employment on days on which the Employer has done construction work in the area covered by this Agreement, provided, however, an employee of an Employer shall not lose his seniority because of performing that type of work, covered by the scope of this Agreement, to which he is assigned by his Employer outside the area covered by this Agreement.

In case of home shop employees, all reductions in the working force shall, subject to qualifications, be in the reverse order of employment.

ARTICLE IV

PROTECTION OF RIGHTS

It will not be considered a violation of this Agreement for employees to refuse to cross a primary picket line recognized by the Union signing this contract, nor shall any employee be discriminated against for such refusal.

ARTICLE V

UNION SECURITY

It is understood and agreed by and between the parties that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the eighth day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of the periodic dues of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the eighth day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required times shall obligate the 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 maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

The Union agrees to indemnify the Employer and hold the Employer harmless from any final determination of liability to any employee by reason of the discharge of such employee, if such discharge was caused and effected by a request by the Union as provided for in the preceding paragraph of this Agreement. At a written request from the Union for an individual employee's date of starting of employment, the Employer agrees to give in writing to the Union the employee's starting date. The Union shall not be obligated to indemnify the Employer for any injuries or costs incurred which may be the result of erroneous information provided by the Employer, nor shall it be required to pay the costs of defending claims which are ultimately found to be without merit or justification.

This Article shall be inoperative in any state in which it is contrary to state or federal law.

ARTICLE VI

GENERAL

1. Workmen are to be paid the wages applicable to the work performed, and in return the Employers are to receive a fair and honest day's work without any slowing down or stoppage of work.

2. It is recognized that the Employer has the right to discipline or discharge an employee for just cause. Questions of whether just cause exists shall be subject to the grievance procedure set forth in Article XI hereof.

3. The Employer shall provide workmen's compensation protection against injury or occupational disease and unemployment compensation protection for employees whether or not required to do so by Missouri or Kansas state laws.

ARTICLE VII

WORKING CONDITIONS

1. Any workman may be shifted by the Employer from one classification of work covered by this contract or from one piece of equipment to another piece of equipment, provided the workman is capable of performing the other work and is paid the rate of wage for the classification which provides the higher wage rate.

2. The Local Unions shall not cause or influence any stoppage of work on an Employer's project or job within the area covered by this Agreement because of the Employer's mode of operation in another area. This paragraph, however, is in no way intended to hinder or limit the right of collective bargaining in other areas.

3. All workmen employed under this Agreement shall be classified in accordance with the Schedule of Wages of this Agreement. Any question relative to the

classification will be settled by the Employer and the Union representatives, or as hereinafter provided.

4. Where new types of equipment for which rates of pay are not established by this Agreement are put into use, rates governing such equipment shall be subject to negotiations between the parties to this Agreement. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

5. No employee shall be required to operate any equipment which does not comply with all safety regulations or any truck which does not have windows, heaters and defrosters in good operating condition.

6. When an employee is required to be out of town overnight, arrangements shall be made to pay his expenses.

7. Chauffeurs shall not start their machines until the regular starting time and shall be allowed time to return the machine to its parking station or shop at the end of the work day.

8. In order to provide a safe workplace and to reduce or eliminate unsafe conditions, the drug testing and assistance program as set forth and described in the Heavy Constructors Association Drug Testing and Assistance Program is hereby adopted and incorporated herein by reference. Testing shall be limited to new hires, candidates for promotion, random testing, and cases of "cause" as defined in the program. In addition, if the Employer, for reasons of compliance with regulations or insurance carrier requirements, adopts a company drug testing program applicable to all employees (including officers, supervisors, administrators, and professional employees), said program shall be equally applicable to the employees of the employer covered hereby.

ARTICLE VIII

STEWARD CLAUSE

1. The authorized representative of the Union may visit jobs during working hours and may make any reasonable check of membership or grievance with the superintendent or employees, so long as they do not hinder or interfere with the progress of the work.

2. The Union may appoint a workman employed on the job to act as steward on each job. The Union will notify the Employer's superintendent of the appointment. The steward shall be subject to the same terms of employment as any other employee on the job and shall not be discriminated against by reason of the fact that he is serving as steward.

3. The steward shall be a working employee, who shall, in addition to his regular work, be permitted to perform during working hours such of his duties as steward including the adjustment of grievances as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible.

4. If overtime work is required, the steward shall be one of the workmen who shall perform the work, if he so desires, provided he is capable of performing the work. The Employer agrees in the event of reduction of the work force, that the employee appointed as steward remain on the job as long as there is work of his craft which he is capable of performing.

5. The Employer must notify the Local Union office before transferring a steward or terminating a steward's employment except in emergency cases. In case of dispute at the time of notification the Employer and the Business Representative of the Union will meet prior to the employment of the steward on the following working day.

ARTICLE IX

REPAIRS AND MAINTENANCE

1. Mechanics are employed by the Employer because of their knowledge of equipment and their ability to make whatever repairs may be required and to this end when mechanics are engaged in the repair of equipment, the Employer shall not be required to retain the chauffeur or chauffeurs on his payroll, but if requested, the chauffeur shall make the repairs if qualified or assist the mechanics on the job site. All equipment normally operated by Teamsters shall be the work of the Teamsters.

2. Mechanics employed under this contract shall be required to provide all necessary hand tools. The Employer shall furnish vehicles for service and transportation, including pickups or other equipment on the job site, or reimburse the mechanic for the cost of operating his own vehicle if used in such activities.

3. Where any contract is not large enough to employ both truck mechanics and greasers and heavy mechanics and greasers, this jurisdiction will be worked out with the Employer as these disputes arise without any stoppage of work.

4. A helper shall not furnish tools of any kind on the job while employed under this contract. A helper shall be raised to the mechanic classification as soon as he is capable of doing the work of a mechanic.

ARTICLE X

WORKING TIME, OVERTIME AND HOLIDAYS

1. A regular work week shall consist of not more than forty (40) hours work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. Double time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double time pay for that Sunday or holiday work.

2. Employees shall be permitted thirty (30) minutes off without pay for lunch approximately in the middle of the shift. If an employee is not permitted a 30 minute lunch break, the employee will be paid time and one-half for working through the lunch period and will be allowed a short time to eat.

3. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon.

A. The Employer may establish other working hours on the project, in which event employees starting at those other times shall be paid their regular rates of pay, plus fifty cents ($0.50) per hour premium for hours worked, except on those projects which routinely work two (2) or three (3) shifts, only the graveyard (3rd) shift will receive the premium. Projects must be scheduled to work nine (9) consecutive shifts to be considered routinely working shifts. On work which the owner specifies unusual working hours beyond control of the contractor the premium rate will not apply.

4. Workmen shall report each working day except when the Employer has notified them not to do so.

A. If employees are not notified before leaving the job that there will be no work on the following day or if the employees are not notified that there will be no work, the employees who report shall receive one (1) hour's time for reporting, and four (4) hours if put to work, unless failure to provide work is due to inclement weather or weather-related conditions.

B. If employees are required to remain on the job after regular starting time, they will be considered working.

C. Any employee being laid off any time during the day for any reason shall immediately lay up his equipment for the remainder of the day, and he must remain away from it for the remainder of the day unless he is called to report back

to work, in which case he shall receive not less than eight (8) hours time at regular scale of wages for that day.

D. The employee will keep the Employer advised at all times of his correct address and telephone number.

E. Overtime shall be computed at one-half hour intervals.

5. Workmen must be paid from the time they start their equipment and must be allowed time to put them up at the end of the work day.

6. Workmen shall receive time and one-half for all work performed on Sundays and Holidays. There shall be no pyramiding of overtime.

7. It shall be a violation of this Agreement for an employer to lay off members of the regular crew who had worked during the workweek and to hire replacement employees to avoid the overtime pay required when workers perform in excess of 40 hours a week. The penalty for the violation of such a clause shall be to require time and one-half pay for all hours worked by the "replacement" workers even though the replacement workers would not otherwise be entitled to overtime pay under Section 1 above.

8. Recognized holidays shall be as follows: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days observed as such. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day.

When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1.5).

ARTICLE XI

GRIEVANCES

There shall be no stoppage of work on account of any dispute that may occur between the member or members of the Union and the Employer, or between the member or members of the Union and other employees on the job. If the dispute cannot be adjusted by those involved in same, it shall be taken up with members of the Employers having the contract on the jobs, and the Business Representative of the Union, but the work must proceed.

If the dispute still exists the Employer or the Business Representative of the Union shall notify the Manager of the Heavy Constructors Association of the Greater Kansas City

Area and a meeting shall be arranged by said Manager between the Business Representative of the Union and the Employer and a committee of not more than three (3) from the Labor Committee of The Heavy Constructors Association of the Greater Kansas City Area. At this meeting both the Union and the Employer shall be entitled to present all of the facts with reference to such controversy and after hearing such facts the Labor Committee shall make a recommendation with reference to settlement of such controversy. In the event the Union concurs in such recommendation the controversy shall be settled in accordance therewith. In the event the Labor Committee and Union do not agree on the recommendation for the settlement of said controversy, it shall be submitted to arbitration and the arbiter selected in accordance with the next succeeding paragraph hereof.

If the dispute still exists it shall be referred to a Board of Arbitration constituted as follows: One arbiter to be selected by the Employer, one arbiter to be selected by the Union, the two so chosen shall select a third by mutual agreement. Failing within a week to designate a third arbiter, the arbiter shall be designated as follows: The Conciliation Service of the United States Department of Labor shall designate three individuals from which the third arbiter will be chosen. The Union shall have the privilege of striking off one name, then the Employer shall have the privilege of striking off one name, and the remaining person shall serve as the third member and act as Chairman of the Board of Arbitration.

In the case of arbitration a decision of the majority of the Board of Arbitration shall be final and binding upon all parties to this Agreement and expenses of such Chairman of the Board of Arbitration shall be borne equally by the Union and the Employer.

Any complaint or grievance will be barred if not presented within seven (7) days after such a complaint or grievance became known to employee. Any decision on a grievance not appealed in writing from one step of the grievance procedure to the next, within seven (7) days after a decision is announced, shall be considered as having been finally settled to the mutual satisfaction of all parties concerned and not subject to further appeal.

There shall be no strike, work stoppage, slow-down, picketing, or any other interference with the Employer's business by employees, the Union, its officers, or its members during the life of this Agreement. There shall be no lockout of its employees by the Employer during the life of this Agreement.

It is also agreed by the Union that in the event of an unauthorized strike, work stoppage, slow-down or interruption of work by any employee, or employees covered by this Agreement, that the Union, its officers and representatives will take all reasonable steps to stop such action, so that normal operations may be immediately resumed by the Employer.

It is understood and agreed that in the event of any unauthorized strike, work stoppage, or interruption of work on the part of any employee during the life of this Agreement, one recourse and remedy among other things of the Employer in such event

may be to impose such disciplinary measures as he sees fit upon the employee involved and such disciplinary action shall not be subject to grievance procedure.

During the term of this Agreement, the Employer shall not lock out and the Union shall not engage in a work stoppage or sympathy strike prior to an express finding by an arbitrator that such action is lawful and proper under the terms of this Agreement.

ARTICLE XII

WORK ASSIGNMENT AND JURISDICTIONAL DISPUTES

If Teamster equipment is on the job site, there shall be sufficient Teamsters on the job to perform the Teamster work scheduled to be performed with that equipment, provided, however, Teamsters, at no reduction in pay, will also perform whatever other work is assigned them whenever the Employer determines that the performance of such other work is necessary.

ARTICLE XIII

WAGE AND PAY DAY CONDITIONS

1. The hourly rates of wages for each classification of labor are set forth in the attached Schedule of Wage Rates and the rates of wages shown in those schedules shall apply to every workman covered by this Agreement. On projects not having Davis-Bacon or other similar State or Local wage determinations and which either last six (6) months or more from Bid Date to Completion Date, or which are over $500,000.00 in contract amount, the rates of wages in effect on the date an Employer bid on a project covered thereby shall remain in effect for the duration of the work on said project, but not to exceed a period of more than twenty-four (24) months from the award date. On the second anniversary of the award date of the project, if the project continues, the wages will be increased by an amount equal to the effective wage increases in the first year after the date of the original award. The same procedure shall apply on the third anniversary of the date of the awarding and on all subsequent anniversaries.

The current fringe benefits will be paid throughout all such projects.

2. The Union agrees that no demand for any increases in any wage rate above that specified in the Schedule of Wage Rates will be made on any job.

3. Wages, in cash or check, shall be paid to workmen weekly at the end of the shift not later than three (3) work days after the pay period, unless approval of payrolls by governmental agencies prevents such payment at that time.

4. If a workman quits of his own accord, he shall wait for his pay until the next regular pay day.

An employee who is discharged or laid off shall be paid in full without undue delay or the penalty provision of paragraph 5 of this article will apply.

5. Failure on the part of the Employer to comply with this provision shall entitle the employee to $250.00 damages, provided the delay is occasioned by the willful refusal of the Employer or his agent.

6. All deductions shall be furnished on detachable check stubs to each employee on regular pay day.

7. All wage payments by check shall be drawn on a bank located in the area covered by this Agreement.

ARTICLE XIV

CONTRACTORS AND SUBCONTRACTORS

Any Contractor not a member of The Heavy Constructors Association of the Greater Kansas City Area may receive the benefits and assume the obligations of this Agreement by accepting and signing this Agreement with approval of Teamsters Local Union No. 541.

ARTICLE XV

SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid state, municipal or federal laws, rules and regulations and any conflict between the provisions of this Agreement and the terms of any such laws and regulations shall cause the provisions of this Agreement so in conflict to be superseded and annulled, but shall not supersede or annul the terms and provisions of this Agreement which are not so in conflict.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into collective bargaining negotiations no later than two weeks following the date of such invalidity on the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within two weeks either party shall be permitted to take the issue to arbitration.

ARTICLE XVI

EQUAL EMPLOYMENT OPPORTUNITY

1. The Employers and the Union agree that they will not unlawfully discriminate against any employee or applicant for employment because of his or her age, sex, race, creed, religion, color, national origin, being handicapped or being a Vietnam Era Veteran. The Employer will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or other forms of compensation; and selection for training.

2. The Union agrees that they will not discriminate against any applicant for employment or referral because of race, creed, color, sex, national origin or age. The Union further agrees to refer applicants for employment without discrimination as to race, creed, color, sex, national origin or age. The Union further agrees to place all applicants for employment on the hiring list in accordance with the applicable law and the collective bargaining agreement; not to identify these applicants as to race, creed, color, sex, national origin or age; and to refer them without discrimination because of race, creed, color, sex, national origin or age as their turn comes up on the hiring list, or as otherwise specified by the collective bargaining agreement, if their qualifications meet those required by the Employer.

3. The Employer and the Union agree to comply with all the provisions of Title VII of the Civil Rights Act of 1964 (Public Law 88-352), the rules, regulations and relevant orders of the Equal Employment Opportunity Commission established thereunder and Executive Order No. 11246.

ARTICLE XVII

SUBCONTRACTING

The Employer agrees that whenever work covered by this Agreement for which wages and fringes are predetermined by the Davis-Bacon Act or similar state or city law is to be subcontracted, it shall be subcontracted only to Employers whose employees performing such work receive wages and fringe benefits collectively and other conditions of employment equal to or better than those contained in this Agreement.

No such subcontractor shall be required to enter into any agreement as a condition of such subcontract, requiring or related to Union recognition, Union security or bargaining representation or which requires the adoption of or participation in any trust fund provisions.

Nothing contained in this article shall be construed to force or require any Employer to cease or refrain from doing business with any specific person or Employer or otherwise require the disruption of any existing business relationship with any other Employer or person.

The Employer agrees that when work covered by this Agreement is subcontracted, the subcontractor shall meet the following requirements:

A. Insurance. The subcontractor shall possess a current certificate of insurance from an insurance company authorized to write insurance by the Department of Insurance of the states of Missouri and/or Kansas.

B. Licenses. Subcontractor shall possess a current occupational and all other applicable licenses if required by municipal ordinance.

C. Good Standing. Subcontractor shall possess a certificate of corporate good standing from Missouri or Kansas or other state of incorporation and/or information as to the form of corporate or business organization, including federal employer identification number and state unemployment insurance information.

D. Payroll Taxes. The subcontractor shall submit to contractor, if requested, an affidavit of compliance with all applicable city, state, and federal withholding tax requirements.

E. Compliance. Subcontractor shall submit to contractor, if requested, an affidavit signed by an officer of the company, or head of the business organization, stating that subcontractor is current (including payments required during the preceding sixty days) on all fringe benefit payments or contributions and prevailing wage requirements on present and past projects.

F. Affirmative Action. Subcontractor shall possess certificate of compliance from appropriate local agency concerning that agency's affirmative action obligations, if applicable, and if regularly provided.

ARTICLE XVIII

FRINGE BENEFITS

1.	Welfare	$2.75
	Pension	2.75
	Vacation	1.25
	I.A.F.	.20
		$6.95

2. Payments to the jointly administered Health and Welfare, Pension Plan and Vacation-Holiday Fund established pursuant to Section 302 of Labor-Management Relations Act, as amended, and Sections 401 and 501 of the Internal Revenue Code, as amended, shall be in the amounts as set out in this Article.

3. The Employer agrees to pay into the MO-KAN Teamsters Health and Welfare Plan, which was established by trust agreement dated October 13, 1969 the monies as stated above in the fringe benefit schedule of Article XVIII of this Agreement per hour for each hour paid to the employees covered by this Agreement.

4. The Employer agrees to pay into the MO-KAN Teamsters Pension Plan, which was established by trust agreement dated October 13, 1969 the monies as stated above in the fringe benefit schedule of Article XVIII of this Agreement per hour for each hour paid to the employees covered by this Agreement.

5. The Employer agrees to pay into a jointly administered Vacation-Holiday Plan the monies as stated above in the fringe benefit schedule of Article XVIII of this Agreement per hour for each hour paid to the employees covered by this Agreement.

6. An employee requesting a vacation in any period other than the months of December, January or February shall give the Employer not less than two (2) weeks' notice of such request. Before approving any such request, the Employer shall be entitled to know that he has a qualified replacement.

7. Workmen with accrued Vacation-Holiday Fund benefits under this Agreement may, once each calendar year, withdraw such benefits from the jointly administered Vacation-Holiday Fund as set out in the Trust Agreement.

8. The provisions of Article X, with respect to show-up time and payment of hours, shall be regarded as hours worked for the purpose of computing the amounts due under fringe benefits provided for in this Agreement.

9. The Union or applicable trustees, upon sixty days' notice prior to 4/1/2003, 4/1/2004 or 4/1/2005, may allocate the economic increase to health and welfare contribution, pension contribution, training contribution, vacation contribution or supplemental dues so long as the total fringe benefit contributions and wage rate does not exceed the total economic package as set forth in Appendix I.

10. Written reports will be required of all Employers making payments as set out in this Article XVIII and said reports will be due concurrently with the payment which in each and every instance shall be made not later than twenty (20) days following the month in which work was performed. Said written reports shall contain such information as desired by and be on a form approved by the Trustees. These forms for the use of Employers will be furnished by the Trustees.

ENFORCEMENT OF ARTICLE XVIII
FRINGE BENEFIT CONTRIBUTIONS

1. The Employers agree to furnish the Trustees of each Trust Fund established under Article XVIII, upon request, such information and reports as the Trustees may require in the performance of their duties under the agreements and declaration of trust. The Trustees or any authorized agents or representatives of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of an Employer and to examine and copy such of the books, records, papers and records of the payrolls only, of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions of Article XVIII. It is further agreed by the Employers that a duly authorized officer or officers of Teamsters Local 541 shall at all reasonable times during business hours be provided such information and reports as may be necessary or desired to establish or verify compliance with payments into the Teamsters Local 541 Vacation-Holiday Fund. It is further agreed that the enforcement provisions of the following Sections 2, 3, 4, 5 and 6 of this Article XVIII shall apply to the Teamsters Local 541 Vacation-Holiday Fund.

2. No employee shall have the option to receive instead of the benefits provided for by the agreements and declarations of trust any part of the payment of an Employer. No employee shall have the option to assign any benefits to which he may be or become entitled under the agreements and declarations of trust, or to receive a cash consideration in lieu of such benefits either upon termination of the trust therein created or through severance of employment or otherwise.

3. In the event that the Union receives written notice from the Trustees or the authorized representative of the Trustees of any fund that an Employer has failed to pay in full any sum due any Trustees under Article XVIII and that such failure has continued fifteen (15) days, the Union may, after at least one (1) week's notice in writing to the Employer's main office, direct the employees of such Employer to discontinue or refuse to work for such Employer until all sums due from that Employer under the appropriate section, by the Local Union, have been paid in full. The remedy provided for in this section shall be in addition to all other remedies available to the Union and to the Trustees, and may be exercised by the Union, anything in the collective bargaining agreement to the contrary notwithstanding.

4. The Trustees, in their own names as Trustees, may institute or intervene in any proceeding at law or equity or in bankruptcy for the purpose of effectuating the collection of any sums due to them from the Employer under the provisions of Article XVIII.

5. Payment of sums due under Article XVIII shall be made to the Trustees in accordance with this Agreement. If payment of such sums is made later than the 25th of the following month, the Employers agree to add twenty percent (20%) to the amount due as liquidated damages.

6. If the Trustees incur liabilities for attorneys' fees in order to assist them in the collection of delinquent payments due under Article XVIII, and the twenty percent (20%) damages under Section 5, the Employer agrees to pay in addition to such sums and liquidated damages a reasonable attorney's fee incurred by the Trustees.

7. The Employer hereby expressly agrees to be bound by each and all of the terms and provisions of the Trust Agreement establishing the Mo-Kan Teamsters Pension Fund, Mo-Kan Teamsters Health and Welfare Fund and the Mo-Kan Vacation-Holiday Fund. The Employer further agrees to be bound by all amendments, alterations or changes in the aforementioned Trust Agreements heretofore made or hereafter made during the terms of the current and subsequent labor contracts as long as such labor contracts provide for contribution to either of said Funds. The parties further agree to adhere to, comply with and be bound by all rules, regulations and resolutions of the Boards of Trustees of said Funds. The Employer authorizes the parties of said Trust Agreements to appoint Trustees and successor Trustees to administer the Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Employer. Nothing contained in this section shall obligate the Employer to make contributions to any of the foregoing Funds in excess of those required by this Agreement.

ARTICLE XIX

EFFECTIVE DATES

1. This Agreement will be effective when executed and will remain in force and effect until March 31, 2006, and thereafter from year to year unless written notice is sent by registered mail, given by one of the parties hereto, to the other party hereto, sixty (60) days in advance of March 31, 2006, or March 31 of any succeeding year if said parties desire to amend or abrogate this Agreement. If either party gives notice of its desire to terminate this Agreement in the manner herein set out sixty (60) days prior to March 31, 2006, all obligations under this Agreement shall cease on March 31, 2006. If said Agreement is extended beyond March 31, 2006, it may be terminated on March 31 of any succeeding year in the same manner.

2. This Agreement covers the entire understanding between the parties hereto. No oral or written rule, regulation or understanding which is not mentioned or referred to herein will be of any force or effect upon any party hereto. Wherever this Agreement is in conflict with the customs or working rules of the Union, then this Agreement shall supersede all such customs or working rules which are in conflict with this Agreement.

ARTICLE XX

SCHEDULE OF WAGE RATES AND SUPPLEMENTAL DUES

1. CLASSIFICATIONS

I Mechanics and Welders, Field
A Frame Low Boy - Boom Truck Driver

II Articulated Dump Truck
Insley Wagons: Dump
Trucks, Excavating,
5 cu. yds. and over;
Dumpsters; Half-Tracks;
Speedace: Euclids & similar
Excavating Equipment.
Material Trucks, Tandem
Two Teams

Semi-Trailers
Winch Trucks-Fork Trucks
Distributor Drivers & Operators
Agitator and Transit Mix
Tank Wagon Drivers, Tandem
or Semi

One Team
Station Wagons
Pickup Trucks
Material Trucks, Single Axle
Tank Wagon Drivers, Single Axle

III Mechanics Helpers, Oilers and Greasers - Field

IV Permanent Shop Mechanics

V Permanent Shop, Mechanics' Helper

The wage rate for Tireman, Oiler and Greaser Station Attendant on construction shall be the same as the wage for Oiler and Greaser.

CURRENT WAGE RATES AND ECONOMIC PACKAGE INCREASES FOR APRIL 1, 2003, APRIL 1, 2004 AND APRIL 1, 2005 ARE SET FORTH ON APPENDIX I ATTACHED HERETO.

2. In areas where open shop work is predominant or non-union contractors are known to be bidding on a project, at the request of either party the Association and the Union agree to hold a pre-bid conference with all crafts prior to bidding for the purpose of considering wages and working conditions, it being understood that all crafts will be treated on an equal basis.

3. No employee, because of the execution of this Agreement, shall suffer any reduction in his hourly rate of pay for work which he continues to perform on that project on which he is working on the date of execution of this Agreement.

4. The Employer and the Union recognize the Employers' need to bid competitively on government jobs. Thus, anything in this Agreement to the contrary notwithstanding, wages to be paid by the Employer on Davis-Bacon or similar state or local law jobs shall not be more than one hundred five per cent (105%) of those wages as determined in the Davis-Bacon or similar state or local law wage determination for the project involved.

5. Supplemental Dues (or Service Fees). Each Employer agrees to add Seventy Cents ($.70) to the wages of each employee for each payroll hour. In accordance with the terms of an individual and voluntary written authorization for checkoff of membership dues in form permitted by the provisions of Section 302(C) of the Labor-Management Relations Act, as amended, the Employer shall deduct from the wages of all employees covered by this Agreement the above amount for each payroll hour, as supplemental dues or service fees.

6. Said sums shall be remitted to the Local Union as supplemental dues or service fees, reporting of these sums shall be made in the same manner and on the same forms provided for the payment of fringe benefit programs required under Sections 1 and 2 of this Article.

ARTICLE XXI

HEAVY CONSTRUCTORS ASSOCIATION OF THE GREATER KANSAS CITY AREA INDUSTRY ADVANCEMENT FUND

1. The Employers signatory to this Agreement agree to pay for all work performed under this Agreement Twenty Cents ($0.20) per hour for each hour paid to employees covered by this Agreement into Heavy Constructors Association of the Greater Kansas City Area Industry Advancement Fund. Employers signatory to this Agreement agree to accept and be bound by the terms and provisions of the Agreement and Declaration of Trust establishing the said Advancement Fund.

2. Details of reporting, payment and administration of such contribution shall be governed by the terms of the Trust Agreement creating the Foundation, except as otherwise set forth in this Agreement. All Trustees of said Trust shall be members of the Association appointed by the Board of Directors, and any disbursement therefrom shall be

at the direction of the Trustees, and at their direction only. The said Trust Agreement shall specifically provide that no funds shall be disbursed therefrom for the purpose of lobbying in support of anti-labor legislation or to subsidize Contractors by the payment of monies to them or on their behalf in connection with work stoppages or strikes against such Contractor or to be used to defray expenses arising from any labor dispute or controversy.

3. Should the trustees of the Heavy Constructors Association Industry Advancement Fund deem it necessary, the trustees may increase the hourly Industry Advancement Fund contribution upon sixty (60) days' advance notice to the Unions and signatory contractors. Such increase will not impact the wage package hereto agreed.

IN WITNESS WHEREOF, the parties hereto have set their hands on the ___ day of _____, 200_.

THE HEAVY CONSTRUCTORS ASSOCIATION OF THE GREATER KANSAS CITY AREA

By_____
President and Chairman of
the Labor Committee

BUILDING MATERIAL, EXCAVATING, HEAVY HAULERS, DRIVERS, WAREHOUSEMEN AND HELPERS LOCAL UNION NO. 541, Affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By_____
President and Business
Representative

APPROVED BY: THE LABOR COMMITTEE OF THE HEAVY CONSTRUCTORS ASSOCIATION OF THE GREATER KANSAS CITY AREA

_____

_____

_____

_____

_____

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APPENDIX I

WAGE RATES AND FRINGE SUMMARY

	Wages	+	Supp. Dues =	04/01/02	04/01/03	Increases 04/01/04	04/01/05
Group I	$22.89		$.70	$23.59	$1.03	$1.03	$1.03
Group II	$22.38		$.70	$23.08	$1.01	$1.01	$1.01
Group III	$21.89		$.70	$22.59	$1.00	$1.00	$1.00
Group IV	$22.05		$.70	$22.75	$1.00	$1.00	$1.00
Group V	$15.50		$.70	$16.20	$0.80	$0.80	$0.80

Fringes:	04/01/02
Health & Welfare	$ 2.75
Pension	2.75
Vacation	1.25
	$ 6.75

Industry Advancement Fund $.20