

AGGREGATE AGREEMENT

Between

**The Labor Relations Division
MICHIGAN INFRASTRUCTURE &
TRANSPORTATION ASSOCIATION**

And

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA
LOCAL UNIONS
Nos. 247, 614, 332 and 339**

2007-2012

TABLE OF CONTENTS

ARTICLE I	2
Employment	2
ARTICLE II	3
Steward	3
ARTICLE III	4
Extra Contract Agreements	4
ARTICLE IV	5
Jurisdiction	5
ARTICLE V	5
Joint Adjustment Committee	5
ARTICLE VI	6
Protection of Rights	6
ARTICLE VII	6
Unauthorized Passengers	6
ARTICLE VIII	6
Discharge	6
ARTICLE IX	7
Probationary Employees	7
ARTICLE X	7
Zones C Wages and Overtime	7
ARTICLE XI	9
Shift Work	9
ARTICLE XII	9
Holiday and Vacation Pay	9
ARTICLE XIII	10
Health and Welfare	10
ARTICLE XIV	10
Pension	10
ARTICLE XV	12
Defective Equipment	12
ARTICLE XVI	12
Overweight Tickets	12
ARTICLE XVII	12
Liability of Parties	12
ARTICLE XVIII	12
Invalidity	12
ARTICLE XIX	12
Funeral Pay	12
ARTICLE XX	13
Credit Union Deduction and DRIVE Deduction	13
ARTICLE XXI	13
Industry Advancement Fund	13
ARTICLE XXII	14
Duration	14

TRUCK DRIVERS' AGGREGATE AGREEMENT

THIS AGREEMENT between THE LABOR RELATIONS DIVISION, MICHIGAN INFRASTRUCTURE & TRANSPORTATION ASSOCIATION, hereinafter called the "Association" representing its members who are hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION No. 247, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, located at 2741 Trumbull Avenue, Detroit, Michigan, LOCAL UNION No. 614, 1410 South Telegraph, Bloomfield Hills, Michigan, LOCAL UNION No. 332, 1502 So. Dort Hwy., Flint, Michigan, and LOCAL UNION No. 339, 2441 West Water Street, Port Huron, Michigan, hereinafter referred to as the "Union" shall remain in full force and effect until April 1, 2012, and thereafter from year to year unless changed in accordance with Article XXII of this Agreement.

FURTHER, this Agreement between the Employer and the Union shall be in effect and applicable to the Counties of WAYNE, OAKLAND, MACOMB, WASHTENAW, MONROE, ST. CLAIR, GENESEE, SHIAWASSEE AND LAPEER, in the STATE OF MICHIGAN, for its duration.

It is understood that the Labor Relations Division, Michigan Infrastructure & Transportation Association is acting as an agent in the negotiation of this Agreement, and that it is agent only for those Employers C individuals, partnerships and corporations -- who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement shall be several and not joint.

WHEREAS, it is the intent and purpose of the parties hereto to determine the hours, wages and other conditions of employment, and to adopt measures for the settlement of differences and maintaining a cooperative relationship so that the Employers may secure sufficient capable employees and the employees may have as much continuous employment as possible without interruption by strikes, lockouts or other labor troubles;

WHEREAS, the Association and Union are parties to two other separate and distinct labor contracts covering underground work as defined in that labor contract ("Underground Labor Contract") and road work as defined in that labor contract ("Road Labor Contract");

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Employer and the Union hereby agree as follows:

ARTICLE I
Employment

(a) This Agreement applies only to drivers hired by the Employer on or after the effective date of this Agreement.

(b) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for their members performing the work within the classifications contained in this Agreement in the geographical area coming within the jurisdiction of the Union; and the Union recognizes the Association as the sole and exclusive collective bargaining agent for their members for the purpose of collective bargaining in the geographical area coming within the jurisdiction of the Union.

(c) If requested, the Union agrees to furnish competent workmen upon notification to the Secretary or Business Agent of the Union. The Union shall be given equal opportunity with all sources to provide suitable applicants. The Employer retains his right of freedom of selection of employees from among all applicants, regardless of the source.

(d) The Employers agree that in the employment of workmen to perform the various classifications of labor required in the work under this Agreement, they will not discriminate against applicants because of membership or non-membership in the Union.

Each employee shall, as a condition of employment, become and remain a member of the Union for the term of his employment after the seventh (7th) calendar day after his employment by an Employer in the geographical area covered by this Agreement. The seven (7) day period within which an employee agrees to join the Union shall be computed from the first day such employee enters the employment of any member of the Association.

(e) In the event the National Labor Relations Act is amended, while this contract is in force, so that an employee may lawfully be required to become a member of a Union as a condition of employment in less than seven (7) days, then such shorter period of time shall immediately become operative under this Agreement, notwithstanding the provisions of (c) above.

(f) The Employer shall not be obligated hereunder to discharge any employee for non-membership in the Union:

1. If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or
2. If he has reasonable grounds for believing that membership was denied or terminated for various reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership;

3. Unless the Employer shall be furnished with a notice in writing from the Union, signed by the proper officer, and setting forth that the employee has refused to join the Union in accordance with Section (c) above, although he has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for reason of non-payment of regular dues or regular initiation fees and that the Union requests that said employee be discharged for one of these above reasons.

(g) The parties agree that there shall be no discrimination for employment because of race, color, sex, age, creed or national origin.

(h) The Employer agrees to honor, upon presentation by the Union, authorizations and assignments signed by the employee which are in the form prescribed by applicable laws, and which authorize such legal deductions from wages for Union administrative purposes.

(i) During the terms of this Agreement, and in accordance with the terms of an individual and voluntary written authorization and assignment form in conformity with Section 302(c) of the Labor Management Relations Act, as amended, and submitted to the Employer, the Employer agrees to deduct, once each month, from the wages of each employee covered by this Agreement who signs said check-off authorization and assignment the sum of two cents (20) per hour for each hour worked by said employee during the month. It is agreed that if an increase in the amount herein described is constitutionally approved in convention of the Michigan State Building and Construction Trades Council, the organization who shall be the recipient of these sums as per capita tax of the Local, and the Employer is notified, it shall deduct such increased sum from the wages of each employee covered hereby having signed an authorization and assignment form.

The amount deducted shall be remitted to the Michigan State Building and Construction Trades Council by the fifteenth (15th) day of the following month together with a statement setting forth the names and hours worked of each employee from those wages the deduction is made and a copy of said statement shall be furnished by the Employer directly to the Local Union.

(j) The Employer may require that employees in the following circumstances submit to a physical examination, to be paid for by the Employer, including substance abuse testing: Applicants, employees returning from leaves of absence or medical leaves, after accidents or injuries, or based on reasonable suspicion. During the terms of this Agreement, the Parties will meet and discuss the development of an industry-wide substance abuse testing program which will replace any Employer's individual program.

ARTICLE II

Steward

(a) The Employer recognizes the right of the Union to designate a company steward to perform the usual steward duties with the least interference possible to the Employer's work.

The Employer shall be given the name of the steward in writing. Company stewards have no authority to take strike action or any other action interrupting the Employer's work in violation of this Agreement, or any action except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of company stewards. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline, including discharge without recourse, to such Company steward in the event the company steward has taken unauthorized strike action, slow-down or other work interference in violation of this Agreement. Company stewards shall be employees of the Employer and perform the duties of the classification for which they are employed.

(b) Taking into consideration the practical difficulty of Union representation by the company steward due to the widespread operational area of the Employer, the Employer recognizes the right of the Union to designate alternate stewards to represent the Union on projects. Such alternate stewards shall be subject to the conditions and limitations applying to company stewards as set forth in Section (a) above. It is further agreed and understood that such alternate stewards shall not acquire preferential job rights of any nature because of their designation.

(c) The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises, when expressly authorized to do so by the Union.

(d) The employee designated to act as company steward shall have his name placed at the top of the seniority list, subject to qualifications as set forth in Article IX of this Agreement.

ARTICLE III ***Extra Contract Agreements***

(a) The Employer agrees not to enter into any agreement or contract with his employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

(b) Beginning April 1, 2007, if the Union shall enter into any agreement with another employer or employers, within the scope of work covered by the applicable labor contract, upon more favorable terms and conditions (including wage rates) than those contained herein, the Union agrees that such more favorable terms and conditions shall be extended to Employers covered by this Agreement. This Art. III(b) excludes the level of pension participation and contribution for employees covered by the Underground Labor Contract or by the Road Labor Contract as provided in the Pension Protection Agreement between the parties.

(c) This Agreement shall be binding upon the parties hereto, their successors, administrators and executors.

ARTICLE IV
Jurisdiction

(a) This Agreement shall govern all aggregate hauling and the transportation of aggregates of every kind including, and not limited to, cinders, clay, sand, gravel, dirty dry or wet batch concrete, mixed or unmixed earth, fill material, borrow material, marl, pebbles, stones, chips, slag, debris, broken payment, and riprap to and/or from a construction site.

ARTICLE V
Joint Adjustment Committee

(a) Disputes or controversies arising out of this Agreement shall first be taken up between the Employer and Union representative. Failing settlement by these parties, the dispute, except jurisdictional disputes and disputes covered in Section (c) below, shall be referred to the Joint Adjustment Committee. It is mutually agreed that disputes or controversies between the parties arising out of this Agreement, including differences as to interpretation of the terms of this Agreement, shall be settled in accordance with the procedures provided herein, and that there shall be no strikes, slow-downs, tie-ups, lockouts or any other form of work stoppage or delay on the part of the employees or the Union, nor shall the Employer use any methods of lockout.

(b) The Association and the Union shall create a Joint Adjustment Committee to be used in the adjustment and settlement of disputes or controversies arising out of this Agreement, excepting jurisdictional disputes and disputes covered in Section (c) below. The Committee shall be composed of two representatives of the Union and two representatives of the Employer.

All matters shall be referred to the Committee in written form by both parties and the Committee shall meet within five (5) days, or such other time as mutually agreed, from date such matter is referred to the Committee and consider the matter and make its decision, which shall be final. If the Committee cannot settle or adjust a dispute or controversy, it is agreed that the Committee shall select an Arbitrator. The majority decision of the Committee and the Arbitrator shall constitute the decision of the Committee. In the event the Committee is unable to mutually agree upon an Arbitrator within five (5) days from date of reaching impasse on a dispute, then the Association or the Union may file a written request to proceed to arbitration with the Federal Mediation and Conciliation Service Office of Arbitration Services (hereinafter referred to as "FMCS-OAS"), notifying FMCS-OAS of their desire to obtain a panel of seven (7) arbitrators. Either party shall have the option of requesting a second and final panel of arbitrators from across the midwest. The arbitrator shall be selected from said panel or panels by an alternate striking of names. The moving party shall strike first and the parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. The arbitrator's fee shall be shared equally by the Employer and the Local Union involved.

(c) No employee or Union grievance may be submitted for arbitration unless the President or Executive Board of the Local Union shall deem such grievance meritorious and approves its submission for arbitration.

(d) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than fifteen (15) days after such has happened (unless circumstances of the case make it impossible for the employee involved, or the Union, as the case might be, to know that there are grounds for a claim within such fifteen (15) days).

(e) It is mutually agreed that the provisions of this Article shall not apply if the dispute arises over payment of wages, overtime, welfare fund, vacation pay, holiday pay and/or pension payments provided for under this Agreement, after the Union has given seventy-two (72) hours' notice, excluding Saturdays, Sundays and holidays, of its intent to take economic action. Wage and overtime claims will be considered only for the thirty (30) day period prior to the filing of a grievance by the employee on which the seventy-two (72) hour notice is based.

(f) The duly authorized Union representative carrying proper credentials shall be allowed to visit jobs during working hours to interview the Employer, steward or men working, but shall in no way hinder the progress of work.

ARTICLE VI ***Protection of Rights***

(a) The Employer shall not request or instruct any employee covered by this Agreement to go through a legal picket line of a striking union. However, the Union agrees that in the event the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

(b) The insistence by any Employer that his employees covered by this Agreement go through a picket line after they have elected not to, and if such refusal has been approved in writing by the responsible officials of the Union, shall be sufficient cause for an immediate strike of all such Employer's operations without any obligation of the Union to follow the dispute procedure provided herein.

ARTICLE VII ***Unauthorized Passengers***

No driver shall be permitted to allow anyone other than passengers authorized by the Employer or his representative to ride on his truck.

ARTICLE VIII ***Discharge***

- (a) The Employer shall not discharge any employee without just cause.
- (b) When, however, the cause for discharge is either:
 - 1. tardiness, or

2. absenteeism without notifying the Employer prior to the time the employee is scheduled to start his day's work, or
3. inefficient work performance.

the employee shall not be discharged unless he has been given prior written warning notices, copies of which shall be sent to the Local Union, as follows:

1. First warning (Reprimand)
2. Second warning notice for the same offense, subject to three (3) working days off without pay
3. Third warning notice for the same offense, subject to discharge.

(c) Any claim of wrongful discharge or discipline shall be submitted to the Joint Adjustment Committee within ten (10) days from the date of discharge or discipline. Warning notices shall be void nine (9) months after date of issuance.

ARTICLE IX ***Probationary Employees***

(a) All employees hired after the date of this Agreement and those who have not worked for the Employer for thirty (30) days shall be considered probationary employees for the first thirty (30) working days of their employment. The Employer may terminate any employee who has not completed his probationary period and such action shall not be subject to the grievance procedure. Probationary employees may not complete their probationary period while absent or laid-off.

(b) A regularly employed driver, is an employee driver who has worked for thirty (30) days since his last day of hire.

ARTICLE X ***Zones C Wages and Overtime***

(a) It is recognized by the Parties that the union construction market has been threatened by non-union competition. Where the mutual interests of the Union and the Association are served by cooperating to enable union employers to compete more effectively, it is agreed that the Association and the Union will meet to negotiate a market recovery rate on a project basis.

(b) The following wages and classifications shall apply

	4/1/07	4/1/08	4/1/09	4/1/10	4/1/11
Tri Axles-Tandems	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
Semis	\$16.10	\$16.10	\$16.20	\$16.25	\$16.35
Trains	\$18.00	\$18.25	\$18.50	\$18.75	\$19.00
Fuel Truck/Low Boy	\$20.00	\$20.50	\$20.75	\$21.25	\$21.50

(c) Where an employee has worked more than eight (8) hours in any one day, Monday through Friday, he shall be paid overtime at the rate of time and one-half (12.) for all hours worked over eight (8) hours, except as otherwise provided in Paragraph (e) of this Article X. He shall be paid overtime at the rate of time and one-half (12) for all work performed on Saturday and Sunday. The employee's paycheck stub shall show the straight time hours and overtime hours worked. Eight (8) hours shall constitute a work day except when a schedule of four (4) ten (10) hour days is worked. Where two or more shifts are worked, employees working on the second or third shift shall be allowed a one-half (2) hour lunch period in each shift to be paid for as working time.

(d) The Employer shall have the option of scheduling employees to work on the basis of four (4) ten (10) hour days. Monday through Friday, at straight-time, for any work week, on a company-wide basis, a work crew basis or a project basis. When employees are scheduled to work on a four (4) day ten (10) hour day schedule, time and one-half (12) shall be paid for all hours worked over ten (10) in one day.

1. The four (4) ten (10) hour days shall be scheduled on a weekly basis, Monday through Friday. Employees may be scheduled to work Monday through Thursday and Tuesday through Friday.
2. In the event work is unable to be performed on account of weather Monday through Thursday, then Friday work may be scheduled for the ten (10) hours in a day, or forty (40) hours in a week, and all work performed on Saturdays, Sundays and holidays shall be at time and one-half (12).
3. The Employer may work split-crews, that is scheduling some employees to work Monday through Thursday and others to work Tuesday through Friday.
4. On any job where the employees are scheduled to work four (4) ten (10) hour days the Employer shall not bring in employees not scheduled to work four (4) ten (10) hour days to avoid the payment of overtime when the Employer elects to work that job five (5) days in the week.
5. When the Employer elects to work four (4) ten (10) hour days under this Section, the Employer will call the Local Union and offer to hold a pre-job conference to inform the Union of the contemplated work schedule for the job(s).

(e) No employee will be requested to work on Labor Day except for protection of life or property.

(f) **RUNNING TIME:** Running time is the time consumed in transporting Employer-owned equipment from the garage or yard to the job site at the beginning of the day's operation and from the job site to the garage or yard at the end of the day's operation. Drivers shall receive one (1) hour's pay for such time. Where "running" time is involved, and were a driver has worked eight (8) hours or more in any one day at the site of the job, he shall be paid one (1) hour "running" time at the rate of time and one-half (1½). All time spent at work for the Employer is paid for time.

(g) When employer-owned trucks are left at the job site, the employee shall be paid the equivalent of one-half (½) hour's pay for servicing the truck in addition to all other compensation provided for in this Agreement. Whenever the employee is entitled to receive eight (8) or more hours' pay on any day under this Agreement, such one-half (½) hour shall be paid at the rate of time and one-half (1½).

(h) All employees covered by this Agreement shall be paid weekly on regular pay days.

ARTICLE XI *Shift Work*

(a) Shift wages shall apply for shift work for one (1) day or any number of days. On any shift, starting on or after 4:00 p.m., whether the first or second shift, shift rate of wages shall be paid. The shift wage rate shall be eighty cents (.80) per hour more than the day rate per hour as shown in Article X of this Agreement. However, where three (3) shifts are worked, Monday through Friday, the last shift worked on the fifth day of the work week shall be paid at straight-time for seven and one-half (7½) hours worked and time and one-half (½) thereafter, unless the fifth day shall fall on any of the holidays named in Article XII, Section (a), then such time worked would be paid at the double time rate.

(b) When three (3) shifts are employed, Monday 8:00 a.m. to Saturday 8:00 a.m. shall constitute a week's work. All terms and conditions of this Agreement shall apply, except seven and one-half (7½) hours shall constitute a day's work for the purpose of guarantees and the payment of premium pay for overtime work.

ARTICLE XII *Holiday and Vacation Pay*

(a) Each driver shall accrue vacation pay at the rate of fifty cents (\$0.50) per hour. Accrued monies shall be paid to the driver in the first full payroll period after December 1st of each year.

ARTICLE XIII
Health and Welfare

(a) Employer to pay the premium of Health and Welfare coverage for the employee and eligible dependents at no charge to the employee.

(b) Employees must work at least a portion of 5 days per month to qualify for Health and Welfare that month.

ARTICLE XIV
Pension

(a) On the effective date of this Agreement, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$14.00 for each day worked up to a maximum of \$70.00 per week.

(b) Effective April 1, 2008, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$15.10 for each day worked up to a maximum of \$75.50 per week.

(c) Effective April 1, 2009, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$16.30 for each day worked up to a maximum of \$81.50 per week.

(d) Effective April 1, 2010, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$17.60 for each day worked up to a maximum of \$88.00 per week.

(e) Effective April 1, 2011, the Employer agrees to pay into the Central States Southeast and Southwest Areas Pension Fund for each regularly employed driver the sum of \$19.00 for each day worked up to a maximum of \$95.00 per week.

(f) Contributions to the Pension Fund must be made for each day on each regular employee up to the weekly maximum, even though such employee may work only part-time under the provisions of this contract, including paid vacations. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

(g) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than fifty-two (52) weeks.

(h) Should a regularly employed driver receive 160 days or more of pension contributions but less than 180 days of contributions, the Employer will submit payment to the Pension Fund to assure that the regularly employed driver receives 180 days of contributions.

This provision does not apply to regularly employed drivers who voluntarily quit, are discharged for just cause or who retire prior to the end of a calendar year.

(i) Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the Pension Fund, in accordance with the rules and regulations of the Trustees of the fund, and after the proper official of the Local Union shall have given seventy-two (72) hours' notice, excluding Saturdays, Sundays and holidays, to the Employer of such delinquency in the Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made; and it is further agreed that the employer shall be responsible to the employees for loss of Pension benefits resulting from the Employer's delinquency.

(j) It is agreed that the Pension Fund will be separately administered, jointly by Employers and Union in compliance with all applicable laws and regulations, both State and Federal, and that Employers executing this Agreement may, if they so desire, appoint a representative to be made a member of such existing joint trusteeship presently administering the Fund.

(k) By execution of this Agreement, the Employer authorizes the Employers' Associations, who are signatories to similar collective bargaining agreements signed with Teamsters' Unions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the employer Trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions taken or to be taken by such Trustees within the scope of their authority.

(l) Employees covered by the parties' Underground Labor Contract or by the Road Labor Contract ("Labor Contract Employees") shall continue to receive the Central States Pension level of participation as set forth in their respective Labor Contract, and employers of the Labor Contract Employees shall continue to make the Central States Pension contributions as set forth in the Underground Labor Contract or in the Road Labor Contract, whether or not those Labor Contract Employees are engaged in work covered by this Aggregate Agreement.

(m) Employees other than Labor Contract Employees who, at various times, may perform work covered by this Aggregate Agreement, and at various other times, may perform work covered by the Underground Labor Contract or by the Road Labor Contract, shall participate in, and have contributions made to, Central States Pension, as set forth in the applicable Labor Contract covering the work performed.

ARTICLE XV
Defective Equipment

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable safety equipment as prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless refusal is unjustified.

ARTICLE XVI
Overweight Tickets

The Employer will be responsible for any overweight ticket received by his employee in the course of his employment, provided the employee received the ticket while traveling the route designated by the Employer.

ARTICLE XVII
Liability of Parties

(a) The Employer agrees it will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request of the Employer, notify the Employer in writing within forty-eight (48) hours after receipt of said request whether the act of the member or members of the Union so complained of was or was not authorized, and, if not authorized, the Union agrees that it will take immediate steps to rectify the situation complained of.

(b) The Union agrees that it will not hold the Employer liable for any acts of the agents of said Employer not authorized by said Employer. The Employer agrees that it will, on written request by the Union, notify the Union in writing within forty-eight (48) hours after receipt of said request at the office of said Employer whether or not the act of the Employer's agent so complained of by the Union was authorized, and, if not authorized, the Employer agrees that it will take immediate steps to rectify the situation complained of.

ARTICLE XVIII
Invalidity

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and re-negotiate the inoperative portion of the Agreement.

ARTICLE XIX
Funeral Pay

(a) When a death occurs in the employee's immediate family as defined below, he shall be entitled to receive up to one (1) day off with pay (eight (8) hours at his basic straight-time hourly rate for one day) to attend the funeral. If the day falls on a Saturday or Sunday or holiday, no payment shall be made for such day.

(b) The employee's immediate family shall be the employee's spouse and the following relatives of the employee:

1. Children, including step-children and adopted children.
2. Brothers and sisters, including half-brothers and half-sisters, adopted brothers and sisters, and brothers-in-law and sisters-in-law.
3. Father and mother or father-in-law and mother-in-law.

ARTICLE XX

Credit Union Deduction and DRIVE Deduction

(a) The Employer will make weekly deductions from the pay of an employee who chooses to deposit money in the Teamsters Credit Union of Wayne and Oakland County, provided the employee delivers written authorization to the Employer and provided the authorized deduction is in even dollar amount. Such payroll deduction authorization must be effective without change for a period of fifteen (15) weeks. If the wages earned by an employee in any week are not sufficient to pay the full amount of any authorized payroll deduction, no deduction shall be made.

(b) The Employer will make weekly deductions from the pay of an employee who wishes to contribute to DRIVE, provided the employee delivers a written authorization to the Employer and provided the authorized deduction is in an even dollar amount. Such payroll deduction authorization shall not be changed or revoked without thirty (30) days prior written notice delivered to the Employer by the employee. If the wages earned by an employee in any week are not sufficient to pay the full amount of any authorized payroll deduction, no deduction shall be made. DRIVE deductions shall be transmitted to: National DRIVE, International Brotherhood of Teamsters, 25 Louisiana, N.W., Washington, D.C. 20001.

ARTICLE XXI

Industry Advancement Fund

(a) The Association has established an Industry Advancement Fund whose activities shall be determined by the Association and which Fund shall be financed by the payments hereinafter provided for.

(b) On the effective day of this Agreement, the Employer agrees to pay to the Industry Advancement Fund Eleven Cents (11¢) per hour for actual hours paid each employee working under this Agreement.

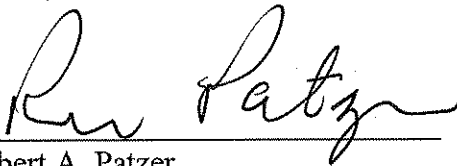
(c) Any Employer who does not elect to contribute the above stated contribution to the Industry Advancement Fund shall, in the alternative, contribute an equal amount for each hour worked by each employee to the employee as vacation pay, the same to be paid in a lump sum at the time the vacation pay would be paid.

ARTICLE XXII

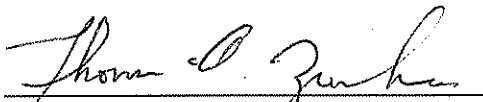
Duration

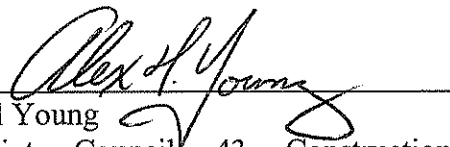
This Agreement shall remain in full force and effect until the first (1st) day of April, 2012, and shall thereafter be renewed from year to year unless either party hereto shall notify the other party, in writing, at least ninety (90) days prior to April 1, 2012, or any subsequent anniversary date of this Agreement, of its desire to change or to terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

LABOR RELATIONS DIVISION
MICHIGAN INFRASTRUCTURE
& TRANSPORTATION ASSOCIATION

By: 
Robert A. Patzer
Executive Vice President/Secretary

TEAMSTERS' LOCAL UNIONS Nos. 247,
614, 339 and 332, affiliates of the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By: 
Vice President, Local 247
(For Local 247)

By: 
Al Young
Joint Council 43 Construction
Director (For Locals 614, 339 and
332)

Pension Protection Agreement

Agreement made this _____ day of October, 2007, by and between Teamsters Local 247 (Union) and Michigan Infrastructure And Transportation Association (MITA) as follows.

1. As of April 3, 2007, the Union and MITA entered into two separate and distinct labor contracts. One of the two labor contracts is to replace the expiring labor contract covering all underground construction work for the term from April 1, 2007 through April 1, 2012 (Underground Labor Contract). The other labor contract is to cover aggregate work, not covered by the Underground Labor Contract (Aggregate Labor Contract). The Aggregate Labor Contract was designed by the parties in a productive, cooperative relationship, to establish a competitive pattern labor contract for the term April 1, 2007 through April 1, 2012, and promote increased employment of Union represented drivers hauling aggregates (Aggregate Labor Contract). There is a third separate and distinct labor contract between the Union and MITA, which covers road work for the term of June 1, 2004 through June 1, 2008 (Road Labor Contract).

2. The work performed under the Aggregate Labor Contract is sufficiently different from the work performed under the Underground Labor Contract and the Road Labor Contract as to warrant a separate and distinct bargaining unit for aggregate hauling covered by a separate and distinct labor contract. A separate Aggregate Labor Contract, drafted to meet the specific needs of the aggregate industry, may encourage employers performing aggregate work not subject to a labor contract with the Union to sign the Aggregate Labor Contract thereby standardizing and improving the wages and working conditions in aggregate work. The Aggregate Labor Contract has, as a result, different classifications, wage rates, benefits, and other terms and conditions of employment. Included among the different benefits in the Aggregate Labor Contract is a lower level of participation in, and contributions to, the Central States Pension, than set forth in the Underground Labor Contract and the Road Labor Contract.

3. The parties will cooperate to protect the pension interests of existing employees covered by the Underground Labor Contract and by the Road Labor Contract before the April 1, 2007 effective date of the Aggregate Labor Contract (Labor Contract Employees). Labor Contract Employees covered by the Underground Labor Contract or by the Road Labor Contract shall continue to receive the Central States Pension level of participation set forth in their respective Labor Contract, and employers of Labor Contract Employees shall continue to make the Central States Pension contributions set forth in the Underground Labor Contract or in the Road Labor Contract, whether or not Labor Contract Employees are engaged in work covered by the Aggregate Labor Contract.

4. Employees other than Labor Contract Employees who, at various times, may perform work covered by the Aggregate Labor Contract, and at various other times, may perform work covered by the Underground Labor Contract or by the Road Labor Contract, shall participate in, and have contributions made to, Central States Pension, as set forth in the applicable Labor Contract covering the work performed.

Signed as of the date first above written.

Teamsters Local 247	MITA
By: <i>Alex H. Young</i>	By: <i>Russell Parton</i>
Its: <i>Business Rep 247</i>	Its: <i>E+OP/SBC</i>