BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between	
TEAMSTERS UNION LOCAL NO. 43	
and	Case 15 No. 43544 A-4586
TEWS COMPANY, INC.	

Appearances:
Previant, Goldberg, Uelmen, Gratz, Miller and Brueggeman, S.C., Room 600, 788 North Jefferson Street, Milwaukee, Wisconsin, 53202, by Mr. Matthew R. Robbins, appearing on behalf of the Union.
Lindner and Marsack, S.C., 411 East Wisconsin Avenue, Milwaukee, Wisconsin, 53202, by Mr. Gary A. Marsack, appearing on behalf of the Employer.

ARBITRATION AWARD

Teamsters Union Local No. 43, hereinafter the Union, and Tews Company, Inc., hereinafter the Employer, are parties to a collective bargaining agreement which provides for final and binding arbitration of grievances rising thereunder. The Union, with the concurrence of the Employer, requested the Wisconsin Employment Relations Commission to appoint a staff member as a single, impartial arbitrator to resolve the instant grievance. On February 8, 1990, the Commission designated Coleen A. Burns, as arbitrator. Hearing was held on June 19, 1990, in Racine, Wisconsin. The hearing was transcribed and the record was closed on August 9, 1990.

ISSUE

The parties were unable to agree upon a statement of the issue. The Union frames the issue as follows:

> Was there a mutual mistake made as to the language on the wage rate sheets and if so, can the contract be reformed?

The Employer frames the issue as follows:

> 1. Should Appendix A of the 1989-1992 contract be reformed to reflect the agreement between the parties relative to the categorization of new hires?
>
> 2. If so, has Appendix A of the 1989-1992 contract, as reformed, been violated by the Company? If so, what is the appropriate remedy?

The Arbitrator frames the issues as follows:

> 1. Should Exhibit A of the parties' 1989-92 labor agreement be reformed?
>
> a. If so, has Exhibit A of the parties' 1989-92 labor agreement, as reformed, been violated by the Employer?
>
> b. If not, has the Employer violated Exhibit A of the parties' 1989-92 labor agreement?
>
> 2. If the Employer has violated the 1989-92 labor agreement, what is the appropriate remedy?

RELEVANT CONTRACT PROVISIONS

EXHIBIT A (REVISED)

LIST OF CLASSIFICATIONS AND APPLICABLE WAGE RATES

The following wage scale shall apply:

CLASSIFICATION	Hourly Wage Rate Effective 6/1/89	6/1/90	6/1/91
Cinders, sand, gravel, stone & gravel pit stripping: Three Axle Trucks & Semi Trailers	$12.80	$13.25	$13.50
Building Material Three Axle Trucks & Semi Trailers	$12.85	$13.30	$13.55
Warehouse work in Bldg. Material Yards	$12.74	$13.19	$13.44
Ready-Mix Concrete All Equipment	$13.10	$13.55	$13.80
Bulk Cement Drivers		$12.30	$12.75	$13.00
Probationary Employees		$ 9.00	$ 9.00	$ 9.00
Trainees		$ 6.21	$ 6.21	$ 6.21
All employees hired with seniority date hired after June 1, 1986		$10.85	$11.35	$11.85
All employees hired with seniority date hired after June 1, 1987		$10.60	$11.10	$11.60
All employees hired with seniority date hired after June 1, 1988		$10.35	$10.85	$11.35
All employees hired with seniority date hired after June 1, 1989		$10.00	$10.50	$11.00
All employees hired with seniority date hired after June 1, 1990		$10.00	$10.50	
All employees hired with seniority date hired after June 1, 1991		$10.00		

ALL ABOVE WAGES SHALL BE MINIMUM. ANY EMPLOYEE RECEIVING MORE THAN ABOVE SHALL NOT RECEIVE A REDUCTION IN WAGES.

Employees who are hired and who receive no more than $10.00 per hour in wages shall not have their wages reduced to cover increased in Health & Welfare Insurance.

BACKGROUND

Exhibit A of the parties' 1986-1989 contract provided, as follows:

EXHIBIT "A"

TEAMSTERS LOCAL 43 AGREEMENT

List of Classifications and Applicable Wage Rates:

Effective Dates 6/1/86 through 5/31/89

Classifications:

Cinders, sand, gravel, stone and gravel pit stripping:	
Three Axle Trucks & Semi Trailers	12.47
Building Material:	
Three Axle Trucks & Semi Trailers	12.52
Warehouse work in Building Matl. Yds.	12.41
Ready-Mixed Concrete:	12.77

All Equipment

Trainees 6.21

ALL New Employees hired after 6/1/86 to be paid $9.00 for the first 60 days and 10.00 thereafter.

On September 8, 1989, a grievance was filed, in which it was alleged that employes were not receiving the wage rate set forth in the 1989-92 contract. The grievance was denied at all steps and, thereafter, submitted to arbitration.

POSITIONS OF THE PARTIES

UNION

The Employer signed the bargaining agreement and the wage sheet and, therefore, is bound by the language contained therein. Where, as here, the language in dispute is clear and unambiguous, the law presumes that the parties understood the import of their language and that they had the intention manifested by the language. (Cites omitted) Although this is a general contract principle adopted by the judiciary, it has been widely accepted in arbitration as well.

When contract language is clear and unambiguous, the intent of the parties is to be found in its clear language and not in the parties' conduct. It is recognized that arbitrators are confined to interpret the contract language and may not modify such contract language even if the arbitrator's sense of justice and fairness would so dictate.

The Employer is responsible for all the provisions which it agreed to in the contract. Given the unambiguous language of the wage rate provision, it must be assumed that the Employer understood the meaning of this language. The Employer did not enter into this agreement blindly, and, in fact, this section was discussed several times. It is a contract with the Union which governs. The contract between the Employer and Teamsters Local 200 is immaterial.

The Union has never claimed that it made a mistake in the contract language concerning wage rates. Not only does a mistake have to be mutual to void a contract, but it also must be a mistake of such magnitude as to upset the very basis for the contract. (Cites omitted) The instant dispute, which involves a 15-35 cent per hour wage rate for a period of one to six months for a few employes, can hardly be seen as disruptive of the very basis of the contract.

For the Employer to prevail on a mutual mistake theory it must demonstrate by "clear and convincing evidence", a discrepancy between the agreement reached by the parties in negotiations and the written contract. The Employer has a "duty to read" agreements which it signs. A party who signs a document manifests on assent to the document and may not later claim that he did not read or understand the document.

Since the Union intended the language to read as it does, there has not been a mutual mistake. To the extent that there has been "a mistake", the mistake is that the Employer erred in reading the contract. Under the "duty to read" rule, such an error should not permit the Company to avoid its obligations under the contract.

The enforcement of the contract "as is" would not be oppressive to the Employer, but recision of the contract would work a substantial hardship on the employes. The grievance must be sustained.

EMPLOYER

Wisconsin law and arbitral law recognize the remedy of reformation in instances of mutual mistake in the formation of a contract, or mistake on one side and fraud on the other. (Cites omitted) The trier of fact is allowed to reform the written agreement if the one seeking reformation can substantiate that an oral agreement was reached, and that the language of the contract is contrary to or does not accurately express the terms of the oral agreement.

Wisconsin law also holds that parole evidence is admissible to establish mutual mistake in a reformation action. (Cites omitted) The Wisconsin Supreme Court has stated that there are three elements which must be proved by clear, satisfactory and convincing evidence to make possible the substitution of a reformed contract for the written contact entered into by the parties. The elements are: (1) the parties reached an agreement; (2) the parties intended that such an agreement be included in the written expression of agreement; and (3) the oral agreement was not included in the written expression because of a mutual mistake of the parties. Frantl Industries vs. Maier Construction, Inc., 68 Wis.2d 590, 592-593 (1975).

Numerous arbitrators have accepted and utilized the contract principle of

reformation in cases of mutual mistake by parties to a collective bargaining agreement. (Cites omitted) The evidence presented in the case at bar clearly demonstrates that the parties made a mutual mistake which resulted in contractual new hire language which does not reflect the oral agreement of the parties. Therefore, the contract should be reformed to reflect the terms of the parties' oral agreement.

The evidence in this case demonstrates that the parties agreed to pay all employes hired during a calendar year the same new higher rate. As Robert Tews testified at the hearing, at a May 24, 1989 meeting between himself and Union bargaining representatives, the parties agreed that negotiations between the Company and Local 43 would not officially commence until the Company had a final ratified offer with Local 200. The offer which was ratified by Local 200 contained language in Appendix A whereby all employes hired in the same calendar year would receive the same new higher wage rate. 1/ Under that provision, for example, if an employe was hired in 1987, the wage paid to the employe corresponds to the rate under the category "all employees hired with the seniority date in 1987". As of June 1, 1989, this employe's wage would be $10.50, as of June 1, 1990, the employe's wage would be $10.75, and as of June 1, 1991 this employe's wage would be $11.10. There is no distinction in wages made between one who is hired prior to June 1 or after June 1 of any calendar year.

After the contract was ratified by Local 200, the Company made only one wage offer to the Union, which offer reflected the terms of the agreement reached between the Company and Local 200, i.e., all employes hired in the same calendar year would receive the same wage increase. At the parties' only official negotiating session, Robert Tews presented a written proposal to the Union and explained how the proposal would work.

At the expiration of the 1986-1989 contract all employes hired after June 1, 1986, who had completed their probationary period, were paid at the rate of $10.00 per hour. Tews explained that all those hired in 1986, would receive a $1.00 increase the first year, 50 cents the second year, and 50 cents the third year; and those hired in 1987, would receive 75 cents the first year, 50 cents the second year, and 50 cents the third year; those hired in 1988, would receive 50 cents in each of the three years of the contract. He further explained that anyone hired in 1989 would receive a 50 cent increase effective June 1, 1990 and another increase of 50 cents effective June 1, 1991; those hired in 1990, would start at $10.00 per hour and would receive an increase of 50 cents effective June 1, 1991; those hired in 1991, would be paid at the rate of $10.00 until the expiration of the contract. At no time, did Union Representative Schwanke deny that Robert Tews had thoroughly explained the Company's wage offer, nor did he testify that, at the time of negotiations, he did not understand the Company's wage offer.

Robert Tews told the Union that the written proposal was its final offer and indicated to the Union that it was the exact offer ratified by Local 200. Union representative Schwanke testified that he knew and understood that the Company's wage offer was identical to the offer ratified by Local 200, except for differences in health and welfare. Schwanke also indicated that he knew the terms of the Company's final offer to Local 200 prior to the commencement of negotiations between the Company and Local 43.

At no time did Robert Tews indicate to the Union that the Company's final offer distinguished wage rates paid to employes hired prior to or after June 1, of a calendar year. Although the written proposal presented to the Union does not specify the exact language regarding new hires, it does indicate on the left-hand side, that all those hired in a particular calendar year would receive the same wage increase. More importantly, the Company's written proposal does not distinguish employes according to whether they were hired prior to, or after June 1, of any calendar year.

Immediately after presentation of the Company's written proposal, Union Representatives Schwanke and Perlberg indicated they believed that the proposal was a good one and that they would take it back to the membership. The Union never made a counter-proposal, either verbally or in writing, that the new hire wage rate should distinguish between those hired prior to and those hired after June 1 of any year. There was never any discussion between the parties regarding such a distinction in wage rates.

Schwanke and Perlberg presented the wage proposal, as prepared by the Company, to the membership who ratified the proposal as written. There was no evidence presented by the Union that the membership ratified the proposal with any understanding other than that all employes hired in a particular calendar year would receive the same wage increase.

Schwanke, in his initial draft of Appendix A, utilized language regarding new hires which reflected the agreement of the parties in negotiations and the agreement which was ratified by the Union membership. That language clearly

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1/ See attached Appendix A.

specifies that all employes who are hired in a particular calendar year are to receive the same wage increase and, thus, the same wage rate. This language is identical to the language which appears in the Local 200 contract.

Robert Tews reviewed the new hire language in the initial draft of Appendix A and found it to be an accurate reflection of the agreement reached by the parties, but found that Schwanke's wage rates were incorrect. Upon notification of this fact, Schwanke agreed to correct the rates to reflect the rates which had been agreed upon. Thereafter, Schwanke presented Robert Tews with a revised draft of Appendix A, in which Schwanke's wage rates were off by 5 cents in the third year. Robert Tews did not notice that the language regarding new hires had been changed by Schwanke. Eventually, Schwanke provided Robert Tews with the final draft of Appendix A. Schwanke met with Robert Tews and both men reviewed the wage rates one final time. Agreeing that the wage rates were correct, the two signed off on the final draft of Appendix A at that meeting. Robert Tews failed to notice that the language regarding new hires had changed from the time he had reviewed the initial draft of Appendix A to the time that he initialed the final draft of Appendix A.

Robert Tews had no reason to believe that the language had been changed. He had never requested that Schwanke change the language contained in the initial draft of Appendix A and Schwanke never pointed out to Robert Tews that he had altered the language from the first draft of Appendix A. Indeed, after contract ratification, the parties' discussions concerned the correct wage rates to be set forth in Appendix A. Schwanke made a mistake by altering the language from the initial draft of Appendix A and Robert Tews initialed the final draft of Appendix A without first reviewing the language concerning new hires, under the mistaken belief that the language, as set forth in the initial draft, was the language contained in the final draft. As Schwanke testified at hearing, in preparing the initial draft of Appendix A, he took the language out of another agreement. The only other agreement containing language identical to that found in Schwanke's draft of Appendix A would be the Local 200 contract.

Acceptance of the Union's position would be to accept the premise that the parties continued negotiations after ratification. Such a premise is absurd. The wage rates for all employes had been agreed to prior to ratification and they were the wage rates ratified by the Union membership. The Union does not present any testimony to indicate that the parties believed they were still negotiating after ratification.

Schwanke's claim that he informed Robert Tews of the change in the language at the second meeting is not credible. Schwanke was very evasive when asked on cross-examination whether he had informed Tews of the language and only after being asked repeatedly, did he claim that he so informed Tews. Robert Tews' testimony that Schwanke never informed him of the change in language is the more credible testimony. Indeed, had Schwanke told Robert Tews of the language change, Tews would not have agreed to the change because the revised language drastically alters the oral agreement which was reached between the parties.

Schwanke's testimony is replete with statements that if he did not "clarify" the language, some employes would receive their wage increase in January, while other employes would not receive their wage increase until June. There was, however, nothing to be clarified. Appendix A clearly and specifically spells out that all employes receive their wage increases on June 1 of each year of the contract. The provision obviously applies to all employes, including employes hired after June 1, 1986. Schwanke, mistakenly believed that he had to clarify the language regarding new hires to ensure that they receive their wage increase on June 1 of each year, and that mistaken belief lead him to erroneously alter the new hire language. The combined effect of Schwanke's mistake and Robert Tews' mistake resulted in contract language regarding new hires which does not reflect what was actually agreed upon by the parties in negotiations and ratified by the Union membership. Therefore, the contract language should be reformed to accurately reflect the agreement of the parties.

The contract, as reformed, clearly specifies that all employes hired in the same calendar year are to receive the same wage rate. Therefore, the grievants herein have been paid the contract wage rate by the Company. The grievance must be denied.

DISCUSSION

At issue, is the wage rate to be paid employes hired in 1986 and thereafter. The Union maintains that Exhibit A of the parties' 1989-92 labor agreement clearly and unambiguously distinguishes wage rates on the basis of whether the employe was hired prior to or after June 1 of the calendar year. The Employer argues that the language of Appendix A cannot be given effect because, as a result of a mutual mistake, the language of Appendix A does not reflect the agreement of the parties. The Employer maintains that Appendix A should be reformed as follows:

All employees hired with seniority date in 1986	$10.85$11.35$11.85

All employees hired with
seniority date in 1987 $10.60$11.10$11.60

All employees hired with
seniority date in 1988 $10.35$10.85$11.35

All employees hired with
seniority date in 1989 $10.00$10.50$11.00

All employees hired with
seniority date in 1990 $10.00$10.50

All employees hired with
seniority date in 1991 $10.00

The Supreme Court of the State of Wisconsin has held that a written agreement may be reformed if it is based upon the mutual mistake of the parties, or results from the mistake of one party and the fraud of the other. Frantl Industries v. Maier Construction, Inc., 68 Wis.2d 590 (1975). The Employer does not argue and the record does not demonstrate that the Union has engaged in fraud. Rather, the Employer's request for reformation is based upon a claim of mutual mistake.

In Frantl, the Court held that there are three elements which must be proven by clear, satisfactory and convincing evidence to make possible the substitution of a reformed contract for the written contract of the parties. Those elements are: (1) the parties reached an agreement; (2) the parties intended that such agreement be included in the written expression of agreement; and (3) the oral agreement was not included in the written expression because of the mutual mistake of the parties. The Employer argues that the parties reached an oral agreement on wages in June, 1989, that the parties intended that oral agreement to be included in the written expression of agreement and that the oral agreement was not included in the written expression, i.e., Exhibit A, because of the mutual mistake of the parties.

In June, 1989, Robert Tews, the Employer's Chairman of the Board and bargaining representative, met with Charles Schwanke, the Union's President and bargaining representative. Also present were Union Steward Tim Perlberg and Employer Representative Jim Hesse. 2/ Tews' provided the Union's representatives with a written monetary offer, 3/ indicated that the monetary offer was identical to that which had been accepted by Teamsters Local 200, and stated that this was the Employer's final offer. 4/ The meeting was brief, with the majority of the discussion focusing upon health and welfare benefits. At this meeting, Schwanke stated that he would take the Employer's offer to the Union membership for ratification. Thereafter, Schwanke telephoned Tews to advise him that the Union's membership had ratified the Employer's offer.

The written offer which was presented to Schwanke does not contain the language which the Employer seeks to include in Exhibit A of the agreement, nor does it contain the wage rates which the Employer agrees are appropriately included in Exhibit A. Rather, the written offer reflects a monetary offer which is a combination of wage increase and health and welfare increase. The written offer reflects a monetary offer for a 1986 hire, a 1987 hire and a 1988 hire, but does not identify the date upon which the monetary offer is to be implemented. Acceptance of the Employer's written offer by Schwanke does not warrant the conclusion that Schwanke's understanding of the Employer's written offer was consistent with the "oral agreement" advocated by the Employer herein.

Assuming arguendo, that Tews did explain his intent with respect to the written proposal, the evidence of the parties conduct during the June, 1989 meeting does not demonstrate that Schwanke acknowledged that he understood Tews explanation, or that Schwanke in anyway confirmed that he and Tews had reached the "oral understanding" advocated by the Employer herein. 5/ While it is

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2/ Neither Perlberg nor Hesse testified at hearing.

3/ See attached Appendix B.

4/ The parties had met on one prior occasion. At that time, Tews received the Union's initial contract proposals and advised the Union that the Employer would meet with Local 43 after it had reached an agreement with Teamsters Local 200, which Local represented substantially more employes than Local 43.

5/ Indeed, Tews' testimony concerning his explanation of the Employer's offer differs from the language advocated by the Employer. For example, Tews stated that he intended the wage rate for a 1986 hire to be applicable to employes hired after June 1, 1986. (T. 66) The reformed language sought by the Employer i.e., the language contained in the Local 200 contract, does not contain such a distinction.

evident that Schwanke submitted an offer for ratification, the record fails to demonstrate that the offer submitted to ratification was the "oral agreement" advocated by the Employer herein. 6/

Pursuant to the agreement of the parties, Schwanke had the responsibility to prepare the 1989-92 contract. Schwanke's initial draft of Exhibit A contained the following language:

> All employees hired with seniority date in 1986
> All employees hired with seniority date in 1987
> All employees hired with seniority date in 1988
> All employees hired with seniority date in 1989
> All employees hired with seniority date in 1990
> All employees hired with seniority date in 1991

Schwanke agrees that this language could have been taken from the Local 200 contract. 7/ When Tews reviewed this initial draft, he concluded that Schwanke had made an error in the wage rates. Tews advised Schwanke of the error in the wage rates and Schwanke agreed to prepare a revised Exhibit A. When Schwanke revised Exhibit A, he changed the wage rates as well as the language. The language change was as follows:

> All employees hired with seniority date hired after June 1, 1986
> All employees hired with seniority date hired after June 1, 1987
> All employees hired with seniority date hired after June 1, 1988
> All employees hired with seniority date hired after June 1, 1989
> All employees hired with seniority date hired after June 1, 1990
> All employees hired with seniority date hired after June 1, 1991

When Tews reviewed this second draft of Exhibit A, he concluded that Schwanke had made another error on the wage rates. Tews did not notice that Schwanke had changed any language. Schwanke agreed to correct the wage rates and prepared a third draft of Exhibit A. This draft contained the corrected wage rates and the language which had appeared on the second draft. The third draft of Exhibit A was reviewed by Tews at a meeting on July 28, 1989. At that time, Schwanke and Tews each signed the third draft of Exhibit A. A copy of the signed Exhibit A was attached to the parties' 1989-92 collective bargaining agreement.

The record does not establish by clear, satisfactory and convincing evidence that, in June, 1989, the parties reached an oral understanding as to the content of Exhibit A. Rather, as Tews stated at hearing, the record indicates that Schwanke was confused about the Employer's offer and that the parties continued to negotiate after the June, 1989 meeting. 8/ The undersigned is persuaded that the parties did not conclude negotiations until July 28, 1989, when each party signed the third draft of Exhibit A. 9/ By signing this third draft, each party manifested an intent to be bound by the language of this draft.

Schwanke believes that, at the time that the parties discussed the second draft of Exhibit A, there were discussions concerning his modification in the language. 10/ Tews denies such discussions and maintains that the discussions involved wage rates only. 11/ Tews, an experienced negotiator, had the opportunity to review the language of each draft of Exhibit A prepared by

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6/ Tews identified Employer Exhibit #5 as a document presented to Tews by Schwanke at a grievance meeting. Neither the face of the document, nor any other record evidence, demonstrates that, at the ratification meeting, Schwanke's explanation of the offer was consistent with the "oral understanding" advocated by the Employer herein.

7/ T. 51.

8/ T. 72 and 73. While the transcript indicates that the sentence on Line 8, i.e., "We were still negotiating" is a question by Mr. Robbins, the undersigned is persuaded that this line is part of Mr. Tews' response to the question found at Line 4 of p. 72.

9/ According to Schwanke, there were three meetings and approximately five telephone discussions concerning Exhibit A. Tews did not dispute this testimony.

10/ T. 47-48.

11/ T. 24-25.

Schwanke, these drafts were not lengthy, and the changes were apparent. Assuming arguendo, that Schwanke is mistaken in his belief that he discussed the language changes with Tews, Schwanke's failure to identify the language changes does not relieve the Employer of its obligation to comply with the language of Exhibit A which was signed by both parties.

Schwanke acknowledges that, several times during negotiations, Tews told Schwanke that Local 43 would get the same monetary settlement as Local 200. 12/ The record, however, does not persuade the undersigned that, prior to July 28, 1989, Schwanke understood that acceptance of the Local 200 monetary offer would produce the Exhibit A sought by the Employer herein.

At hearing, Schwanke explained that the change in the language of Exhibit A was needed to clarify that all employes would receive increases at the same time, i.e., on June 1 of each of the contract years. 13/ As the Employer argues, the language of the initial draft of Exhibit A expressly provided that the wage increases would be effective on June 1 of each contract year. 14/ Schwanke's testimony explaining his rationale for the language change is confusing. The issue, however, is not whether Schwanke understood the import of his language change. Rather, the issue is whether there is clear, satisfactory and convincing evidence that Schwanke intended the result advocated by the Employer herein. No such evidence is present.

There is no clear, satisfactory and convincing evidence that the parties had an oral agreement which differed from the language of Exhibit A which was signed by each party on July 28, 1989. Accordingly, the undersigned must reject the Employer's request to reform the language of Exhibit A.

As Tews stated at hearing, 15/ he has not paid employes in accordance with the language contained in Exhibit A of the parties' 1989-92 collective bargaining agreement, but rather, has paid employes in accordance with the contract language which the Employer seeks herein.

Based upon the above and foregoing and the record as a whole, the undersigned issues the following

AWARD

1. Exhibit A of the parties' 1989-92 labor agreement should not be reformed.

2. The Employer has violated Exhibit A of the parties' 1989-92 labor agreement.

3. The Employer is to immediately pay employes in accordance with Exhibit A of the parties' 1989-92 labor agreement.

4. The Employer is to immediately restore all wages and fringe benefits lost as a result of the failure of the Employer to pay all employes in accordance with Exhibit A of the parties' 1989-92 labor agreement.

Dated at Madison, Wisconsin this 2nd day of November, 1990.

By _____

12/ There are differences in the health and welfare contribution between Local 200 and Local 43. Thus, providing the same monetary offer to both Locals would produce differing wage increases.

13/ T. 40, 43, 47-48.

14/ Schwanke's language change affects the amount of the wage increase to be given employes on June 1 of each contract.

15/ T. 19.

APPENDIX A

EXHIBIT A

LIST OF CLASSIFICATIONS AND APPLICABLE WAGE RATES:

The following wage scale shall apply:

Hourly Wage Rate Effective 6/1/89	6/1/90	6/1/91
CLASSIFICATION:		
Cinders, sand, gravel, stone and gravel pit stripping:		
Three Axle Trucks & Semi Trailers	$12.70	$12.90 $13.00
Building Material:		
Three Axle Trucks & Semi Trailers	$12.75	$12.95 $13.05
Warehouse work in Building Matl. Yds.	$12.64	$12.84 $12.94
Ready-Mixed Concrete All Equipment	$13.00	$13.20 $13.30
Bulk Cement Drivers	$12.20	$12.40 $12.50
Probationary Employees	$ 9.00	$ 9.00 $ 9.00
Trainees	$ 6.21	$ 6.21 $ 6.21
All employees hired with seniority date in 1986	$10.75	$11.00 $11.35
All employees hired with seniority date in 1987	$10.50	$10.75 $11.10
All employees hired with seniority date in 1988	$10.25	$10.50 $10.85
All employees hired with seniority date in 1989	$10.00	$10.25 $10.60
All employees hired with seniority date in 1990	$10.00	$10.35
All employees hired with seniority date in 1991	$10.00	

APPENDIX B

TEAMSTERS LOCAL #43 - Monetary Offer

12.77 - 12.47 - 12.52 - 12.41 Drivers

.48 - 1st year
.45 - 2nd year
.25 - 3rd year
1.18 - Total

10.00 Drivers - Vacation Clause

1986 Hire 1.00 - 1st year
.50 - 2nd year
.50 - 3rd year
2.00

1987 Hire .75 - 1st year
.50 - 2nd year
.50 - 3rd year
1.75

1988 Hire .50 - 1st year
.50 - 2nd year
.50 - 3rd year
1.50